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**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.**

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**July 1, 1992 - June 30, 1995**



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## PREAMBLE

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 1992, 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 finally 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; and, most importantly,

6. continue devising ways to enhance the achievement of our students.

## 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:

Certified Classroom Teachers  
Guidance Counselors  
Librarians  
Nurses  
Teachers' Aides  
Clerical Employees  
Secretarial Employees  
Pupil Services Personnel, including:  
Speech/Language Specialists  
Reading Specialists  
Learning Consultants  
Supplementary Teachers  
Psychologists  
Substance Abuse Coordinators  
Social Workers

Custodial Employees  
Maintenance/Grounds Employees

But excluding the Superintendent of Schools, School Business Administrator/Board Secretary, Director of Personnel and Pupil Services, Director of Guidance, Supervisor of Humanities and Technology, Supervisor of Math, Science and Technology, Principals, Vice-Principals, Secretary to the Superintendent, Secretary to the School Business Administrator/Board Secretary, Personnel Secretary, Athletic Director, Athletic Trainer, Computer Technician and managerial executives, supervisors and confidential employees as defined in the Act, and all other employees.

While it is agreed that the Athletic Trainer is not currently a member of the bargaining unit, that employee will nonetheless have access to the benefits provided in Article II of this Agreement.

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.

## 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) of 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-tenure 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 re-initiated at level 1.

7. Grievances shall only be filed by using the grievance form attached in Appendix A 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 1 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 1 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 "A". 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 American Arbitration Association, 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 American Arbitration Association 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 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 shall be granted. Immediate family shall be construed to mean the member's parents, spouse, children, brother or sister, or any member of the immediate household.

2. Death for Other Relatives - An allowance of one (1) day's leave shall be granted. Other relatives shall be construed to mean the member's aunt or uncle, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, or sister-in-law, niece and nephew.

3. 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 in 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) Religious holiday.

D. Reasons of a Personal Nature - An annual allowance of three (3) days for members' absence for reasons of a personal nature shall be granted without any reason being stated other than that it is requested under this paragraph. No more than five (5) teachers may be granted leaves under this Paragraph D at any one time. An accumulation of such days up to eight (8) days will be allowed. Such days, if not utilized while the member is in employment in the district, will be paid to the member at the time of retirement or other separation from the district in the manner prescribed in Article VI, Paragraph D, Section 2. Nothing paid according to this paragraph, however, shall limit that entitlement.

E. Requests for personal leave under this Article must be presented in writing 48 hours in advance to the building principal who will forward it to the Superintendent of Schools or his/her designee, except in cases of emergencies, then the request may be made by telephone or telegraph to the building principal 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 full 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.

#### 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, in its sole discretion, where the same will be beneficial to the school system of Montgomery Township. Final approval of the applicant for Sabbatical 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 1; 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. 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 may request an extended leave of absence without pay. Such leaves may be granted or denied in 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 1 and conclude on June 30.

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-tenure 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 teacher 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 teacher to produce a physician's certificate attesting to the teacher's ability to work effectively at assigned duties before permitting the teacher 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 1. 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. Teachers 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 teachers were entitled at the time the leave began, including unused accumulated sick leave, shall be restored to them upon their return. Teachers 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 teachers 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 teacher 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 teacher, 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 teacher 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 teacher 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 teacher 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:**

(a) As a condition to receiving maternity leave, a pregnant teacher 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 Leave of Absence:**

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

1. If both parents are teachers in this school system, only one spouse may apply for child rearing or maternity leave;

2. As a condition to 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 to 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 teachers 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. Teachers actively employed after September 1 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. Teachers 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 teacher 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 teacher 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 teacher's physician attesting that the teacher 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 teacher 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 teacher has been assigned. The Board shall not require the teacher 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 teacher, the Board of Education may require the teacher to submit to an examination by a physician designated by the Board. Any difference of opinion between the teacher's physician and the Board's designated physician as to the teacher's ability to perform assigned duties shall be resolved by a third physician appointed by the teacher and the Board. If the teacher 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 teacher from his or her duties if the Board should determine that the teacher'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 will be established by the Board and the Association into which the Board shall place five (5) additional sick days for each bargaining unit member to be matched by five (5) days from each member in said bargaining unit. Once allocated to the Bank, a member may not reclaim the 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. Such operating rules and procedures shall be sensitive to NJSIA 18A:30-6. These requests and actions shall be reported to the Board and the Association. It shall be the responsibility of the Committee to render decisions and maintain records to insure 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.

##### 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 therefor.

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 high school 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.

5. High school department chairpersons shall not be regularly assigned to those responsibilities that have historically been defined as "duties" at the high school level.

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 preparations, and unreasonable co-mingling of subjects in the same period for the high school and middle school. School Quality Circles will attempt to resolve any such issues. Problems not resolved in a reasonable time may be brought to the Superintendent's Advisory Council for discussion.

## ARTICLE VIII

### TEACHER WORK YEAR

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.

B. Quality Circles may make recommendations to the Superintendent's Curriculum Advisory Council (SCAC) as to the use of the regularly-scheduled teacher work-year days in which school is not in session for students. The SCAC shall annually recommend a school calendar to the Superintendent who shall consider that recommendation when making his/her calendar recommendation to the Board of Education. The Board retains the sole authority for establishing the annual school calendar.

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/ conclusion of the school year;
3. Compensatory time for the conduct of evening parent conferences. The duration of each evening conference session shall be a single block of time which will be three (3) hours in duration. Other than such compensatory time, staff members will be entitled to no other compensation for participation in said conferences except as specified in Paragraph D of this Article;
4. Compensatory time for individual or small group pursuit of staff development and in-service education related to district priorities and the teachers Professional Development Plan, with such plan and approval subject to the recommendation of each teacher's supervisor and the approval of the Superintendent or designee.

D. It is agreed that the Quality Circles of both of the elementary schools will allocate sufficient time, per Paragraph C of this Article, to conduct a minimum of two (2) evenings of parent conferences per year. If all other regularly-scheduled teacher work-year days (in which school is not in session for students) are otherwise scheduled per Paragraph C, and if the Board increases the number of such parent-teacher conferences beyond the above practice, any participating teacher shall be compensated at the curriculum consultation rate as specified in the appropriate year's salary schedule.

## 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 April 30 of such current school year.

#### B. Evaluation:

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 "F" as each may be amended.

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 judgement 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 re-assignment 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 re-assignment 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.

F. 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.

## ARTICLE X

### ADVISORY COMMITTEES

#### A. Superintendent's Curriculum Advisory Council (SCAC):

1. This committee will meet regularly with the Superintendent to discuss curriculum and instruction issues in the Montgomery Township Schools. The committee will consist of:

- (a) Superintendent of Schools;
- (b) One principal to be appointed by the Superintendent;
- (c) Four teachers, one from each school to be appointed by the principal;
- (d) Two non-classroom, certificated members to be appointed by the Association;
- (e) The President of the Association or his/her designee;
- (f) Two high school students to be appointed by the high school principal;
- (g) Two members of the community (and two alternate selections) to be appointed by the Superintendent; and
- (h) The Supervisor(s) of Instruction.

The teachers and the designated non-classroom, certificated members will be appointed for two (2) year terms. Neither the principal, teachers, nor non-classroom, certificated members can serve for two (2) consecutive terms. All students and community members will be appointed for one (1) year. The Supervisor(s) of Instruction and principal will serve terms as indicated by the Superintendent.

2. Participation in the consideration of any item by the SCAC which may constitute a term or condition of employment shall not be deemed a waiver by either the Association or the Board of such party's rights to collectively negotiate as to such item pursuant to N.J.S.A. 34:13A-5.1 et seq.

3. Beginning in 1992-93 and continuing thereafter, SCAC meetings will be scheduled by the SCAC membership to occur at times so as to minimize disruption of the school instructional day.

#### B. Superintendent's Advisory Council (SAC):

1. This committee will meet regularly with the Superintendent to discuss district-wide workplace issues in the Montgomery Township Schools. Such discussion may also consist of a review of the agendas/minutes regarding issues discussed by Quality Circles, especially as those issues may be occurring throughout the district. The committee will consist of:

- (a) Superintendent of Schools;
- (b) The President of the Association or his/her designee;

(c) Two instructional staff members to be appointed by the Association President;

(d) Two support staff members to be appointed by the Association President; and

(e) Two administrative staff members to be appointed by the Superintendent.

The instructional staff members and support staff members will be appointed for one (1) year terms. The administrative staff members will serve terms as indicated by the Superintendent.

2. Participation in the consideration of any item by the SAC which may constitute a term or condition of employment shall not be deemed a waiver by either the Association or the Board of such party's rights to collectively negotiate as to such item pursuant to N.J.S.A. 34:13A-5.1 et seq.

3. SAC meetings will be scheduled by the SAC membership to occur at times so as to minimize disruption of the school instructional day.

#### C. QUALITY CIRCLES:

1. It is the District's desire and intent to address and solve complaints, problems, and concerns at the most immediate level. Instructional, support and administrative staff members will be encouraged to identify and discuss both instructional and workplace issues. Quality Circles will be formed at each school, at the Board Office, among Buildings and Grounds staff, and among Secretarial and Aides Support Staff.

2. Quality Circles will be composed of staff mutually selected by the Association and site administrator, and will attempt to resolve any such instructional and workplace issues. Quality Circles will have the authority to render binding decisions on any topic that does not violate existing law, this Collective Bargaining Agreement, existing school policy, or the existing school district budget.

3. Each Quality Circle will be designed according to the needs of the work group it serves. Rules for the operation of the Quality Circles shall be developed by that work group and shall be staff- and structure-appropriate. Other staff, students, parents, and community members may participate in ad hoc discussions of specific items at the invitation of Quality Circles.

4. Curriculum and instruction problems not resolved in a reasonable time may be brought, by a 2/3rds vote of the membership, to the Superintendent's Curriculum Advisory Council for discussion. Workplace problems not resolved in a reasonable time may be brought, by a 2/3rds vote of the membership, to the Superintendent's Advisory Council for discussion.

5. Quality Circle meetings will be scheduled by the Quality Circle membership to occur at times so as to minimize disruption of the school instructional day.

6. Quality Circles shall be implemented no later than the end of the first full week of school in each school year.

## ARTICLE XI

### SECRETARIES AND CLERKS

A. The regular full-time work week for secretaries and clerks shall be forty (40) hours with one-half (1/2) hour lunch period each day. During July and August, secretaries and clerks may leave one-half (1/2) hour early every day.

B. The following paid holidays shall be granted to the secretaries 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 or clerk shall give thirty (30) days' notice prior to leaving the employment of the Board. A secretary 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:

For employment of less than one (1) year prior to the summer in which the vacation is taken:

If hired the preceding July or August - two (2) calendar weeks

If hired in or after the preceding September - one (1) working day for each full month's service.

After completion of one (1) year of employment - two (2) calendar weeks

After completion of seven (7) years of employment - three (3) calendar weeks

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 in his/her discretion.

E. Secretaries and clerks shall follow the teacher work year except for the beginning of September and the end of June. The secretaries and clerks who work at the Board Office shall provide coverage under the following conditions to help keep that office open during the Spring and Christmas recesses:

1. They will not work on any of the days mentioned in Paragraph B or on Easter Monday;
2. They will work only if an administrator is present;
3. They will work a cumulative total, based upon current staffing, of 3/4 of the days on which coverage is needed;
4. Volunteers will be asked for first, and if none are forthcoming, each Board Office secretary or clerk will be assigned by alphabetic rotation to work;
5. They will be compensated at a rate of two (2) times their normal rate for any time worked during the above mentioned periods.

F. Secretaries 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 and clerk positions will be made available whenever practicable.

H. Secretaries 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 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 1 and December 31, for 12-month members (or between July 1 and January 31 for 10-month members), shall advance one year of salary guide credit, if employed the next employment year. Any member beginning after December 31 for 12-month members and January 30 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 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 XI.

10 Month Members: Employed from one (1) work week before teachers are scheduled to report to work in the fall until one (1) work week after the last day teachers are scheduled to work in the spring. Receive paid holidays in accordance with this Article XI. 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 and maternity 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 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.

## ARTICLE XII

### INSURANCE PROTECTION

A. The Board shall pay full premium for health care for each member and full family coverage, if applicable. 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 Hospital Service Plan of New Jersey. The Board agrees to distribute any descriptive pamphlets furnished to it by the Hospital Service Plan of New Jersey. The Board may substitute coverage under a private plan provided such coverage is substantially equal to or better than the insurance coverage under the Hospital Service Plan of New Jersey, subject to Association approval.

B. The Board will provide and pay the full premium for the Prescription-Drug Program described as "\$5.00 (\$2.50 for generic drugs) co-pay 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 and pay the full premium for the UCR Delta Dental Program with a maximum annual benefit of \$1,500.00. Furthermore, they will give each member their choice of single, husband/wife, parent/child and family coverage.

D. The Board will institute a rider to its present insurance program in order to provide members with coverage for personal property lost 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.

E. 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.

F. It is expressly understood and agreed that commencing upon the date of execution of this Agreement, the provisions of this Article XII shall only apply to those future members who shall regularly work 50% or more of the work week.

### ARTICLE XIII

#### 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 teacher 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.

### ARTICLE XIV

#### SALARIES

We mutually acknowledge for the purpose of this article that it is understood that the formula contained herein isolates only the number of hours within the normal school day, but does not take into account added responsibility which may extend beyond the normal work day and be related to instruction and support of students' educational and co-curricular programs.

A. The schedule of annual teachers' salaries during the school years 1992-93, 1993-94, and 1994-95 shall be as set forth in Schedule "A" and "A-1" annexed hereto and made a part hereof, subject to the provisions of this Paragraph A of Article XIV.

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 1 and January 30, shall advance one year of salary guide credit, if employed the next employment year. Any member beginning between February 1 and June 30 shall not advance to the next year of salary guide credit, but will be placed on the new guide at the same step.

2. Full-time, certified teaching experience will be recognized for teachers accepting employment in this District.

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 two (2) 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 (10) per cent 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 Scholarship 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 + 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.

9. "Master's Degree + 45" and "Master's Degree + 60" 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.

B. 1. Extra-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. Extra-Curricular positions and compensation and the method of calculation of compensation thereof for the school years 1992-93, 1993-94, and 1994-95 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 IRS rate as of July 1st of each school year.

D. Curriculum Consultation and Homebound and Supplementary Instruction will be compensated per the formula established on the respective Salary Schedule.

F. 1. Part-time members who are employed on a regular basis at the high school 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 be 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.

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 1/4th) hour day. Part-time members teaching more than one and one-half (1 and 1/2) 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.

## ARTICLE XV

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. All revenue from existing vending machines in the faculty lounges will go to the Association, the Association 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 member of the Association or any teacher participate 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 member 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 members of the unit 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 teachers.

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) within the first week of school in September to review the calendar and if the regular meeting of the Association conflicts with school holiday, it will be re-scheduled to another day that month.

#### ARTICLE XVI

##### SCHOOL CALENDAR

A. The Association shall submit the recommendations for the school calendar to the Superintendent's Curriculum Advisory Committee, which shall confer with the Superintendent prior to the calendar's presentation to, and adoption by the Board.

B. Faculty meetings and department meetings may be held on all Mondays of the school year except for the second Monday of each month. If such a regular meeting conflicts with a one day school holiday, it may be re-scheduled 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 XVII

##### SUCCESSOR AGREEMENT

A. This Agreement shall be binding upon the Board and the Association for the period beginning July 1, 1992 and until June 30, 1995. It shall not be extended orally and it is expressly understood that it shall expire on June 30, 1995, unless such date is extended by mutual agreement. Both parties shall begin negotiations with respect to a successor agreement no later than November 15, 1994.

#### ARTICLE XVIII

##### TEACHER EMPLOYMENT CONTRACT

A. The Board will include in any contract submitted to a teacher 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.

#### ARTICLE XIX

##### 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 are in accordance with the Constitution and Laws of the State of New Jersey and of the United States.

#### ARTICLE XX

##### GRADUATE CREDIT TUITION REIMBURSEMENT

A. 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:

1. 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:

- (a) Administrative or supervisory courses;
- (b) Guidance courses (except for Guidance Counselors);
- (c) 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.

2. Reimbursement is limited to courses for which a passing grade has been earned, as determined by an official transcript

3. Each applicant is limited to a maximum twelve (12) credit hours per school year.

4. All courses must be taken at an accredited college or university, as recognized by the New Jersey State Department of Education.

5. 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.

6. The amount of the reimbursement will be subject to the following limitations:

(a) The reimbursement rate for courses taken at other than New Jersey State Colleges is established at the average of the highest and lowest New Jersey State College graduate course rate at the time the application is submitted.

(b) Tuition charges for courses taken at New Jersey State Colleges will be reimbursed at the actual tuition rate.

7. 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.

8. 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 dates apply:

Application deadlines:

June 30 for summer school courses;  
September 30 for fall semester courses;  
January 31 for spring semester courses.

9. Payment for 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.

**ARTICLE XXI**

**TEACHERS' AIDES**

A. 1. It is expressly understood that except for the provisions of this Article and the provisions of Articles I, II, VI (Paragraph E), XII and XIII, the remaining provisions of this Agreement are not applicable to Teachers' Aides.

2. Salary guides for Aides are listed on "Schedule C." The Board reserves the right of initial placement and to withhold increment for cause.

3. Full-Time Teachers' Aides, defined as those members performing as Teachers' Aides for not less than six (6) hours daily on a regular basis, shall be entitled to the following additional benefits:

(a) Two (2) personal leave days which may be applied for on the basis of any of the reasons set forth in Article III of this Agreement and the granting of an application for such personal leave days shall be in accordance with the provisions of said Article III. Additionally an allowance of up to three (3) days may be granted in accordance with the provisions of paragraph B of said Article III, entitled "Serious Illness in the Immediate Family."

(b) As of September 1 of the current school year all full-time Teachers' Aides 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. Unused sick leave days shall be accumulated from year to year with no maximum limit.

4. 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.

## ARTICLE XXII

### CUSTODIAL AND MAINTENANCE

A. It is expressly understood that except for the provisions of this Article and the provisions of Article I, II, VI (Paragraph E), XII and XIII, 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 an 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) days from Monday to Friday inclusive and shall consist of eight (8) hours per day.

2. The normal work day for Assistant Custodians and Custodian/Fireman during the school year (September through June) shall be either of two (2) schedules to which they may be assigned:

(a) First Shift - 7:00 a.m. to 3:30 p.m., with one-half hour for lunch.

(b) Second Shift - 3:00 to 11:00 p.m., with one-half hour for lunch.

3. The normal work day for Ten-Month Custodian 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.

4. The normal work day during the summer (July and August) for Assistant Custodians and Custodian/Firemen shall be 7:00 a.m. to 3:00 p.m., with one-half hour for lunch.

5. 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.

6. The Superintendent or designee may alter the normal hours at his/her discretion when unusual circumstances warrant such change.

7. On a declared snow day (closing of school), the staff will not be required to report to work, with the exception of those members who are assigned to snow removal or who are called in on an as needed basis for snow removal or other emergencies.

8. 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.

9. 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 lunch break.

10. 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 (1 1/2) 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. Pay for snow days will be regular compensation for those members who are not required to work. Those who do work will be compensated at the applicable overtime rate. The Superintendent (or designee) maintains the sole prerogative of declaring a snow day, whether or not school is in session for students and/or teachers.

4. 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.

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, AM or PM, 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. No substitute custodians will be employed except under special circumstances. The respective building principal will make the recommendation to the Superintendent or designee regarding the employment of a substitute only after consulting with the head custodian and other district staff, as deemed necessary by the building principal. This procedure does not restrict the district's hiring part-time, temporary help during summer vacation.

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 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:

1st evaluation period-	July-December
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 they 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 fifteen (15) paid holidays each school year. Generally, the holidays shall be as follows, contingent on the school calendar:

##### Holidays

Independence Day	New Year's Eve
Labor Day	New Year's Day
2 NIEA Days	Martin Luther King Day
Thanksgiving Day	President's Day
Friday after Thanksgiving	Good Friday
Christmas Eve	Monday after Easter
Christmas Day	Memorial Day

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. Sick leave in any school year is earned on a one day per month basis and not the whole twelve (12) days at once.

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 four (4) hours and then leaves because of illness, credit for one-half day's attendance will be given. If the member works beyond four (4) hours, 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 five (5) 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. Personal Leave:

1. All members may be absent up to a total of five (5) personal days in any one school year without loss of salary for the following reasons:

- (a) Serious illness in the immediate family.
- (b) Religious holiday.

(c) Court proceedings to which the member is a party or where subpoena is served requiring court attendance.

(d) Graduation of a child.

(e) Household moving.

(f) Birth of a child to a member's spouse.

(g) Any other reason approved by the Superintendent or designee.

2. Members may also be absent in the event of a death in the member's immediate family or death in the immediate family of the member's spouse. This is a separate entitlement from Section 1 of up to five (5) days per event, which days must be taken within seven (7) calendar days.

3. The term "immediate family" as used in Sections 1 and 2 shall be construed to mean wife, husband, children, parents, brothers, sisters, grandchildren, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any permanent resident of the member's household equivalent to a member of the immediate family.

4. Personal leave days are not cumulative. 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.

5. Requests for personal leave must be presented in writing at least 48 hours in advance to the supervisor or designee who will forward it to the Superintendent or designee, except in case of an emergency, in which case requests may be made by telephone and followed up with written notification to the Superintendent or designee.

6. Requests for personal leave shall not be granted on days preceding or following a school holiday except in cases of emergency or death in the family.

#### K. 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 finger prints are also required.

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 four (4) 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 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, there will be no uniform work clothes requirement. However, appropriate attire to the satisfaction of the Superintendent or designee must be worn to assure the safe and successful completion of duties.

5. Each member will be provided one pair of work shoes as needed to assist in the successful and safe performance of their work. An allowance of \$65 per pair of shoes will be provided by the Board. Shoes must be returned in order to receive a replacement.

6. The selection and replacement of the type and style of work clothes shall be at the discretion of the Superintendent or designee after consultation with the Quality Circle.

L. 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.

M. 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.

N. Management Rights:

In addition to the general statement of management rights set forth in Article XIX of this Agreement, the following additional provisions shall apply with regard to the members covered by this Article XXII. 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.

**Q. Inclusion:**

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

**P. Salary:**

1. The salary schedules for members covered by this Article XXII for school years 1992-93, 1993-94, and 1994-95 are listed on Schedules "D" and "E". The granting of increases and guide increments is contingent upon evaluation of job performance and is not automatic. Any member beginning employment between July 1 and December 31, 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 1 and June 30 shall not advance to the next step on his/her respective salary guide, but will be placed on 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 second shift 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 his/her 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 1 to June 30) 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:

Use of 1 sick day: payment of \$300  
Use of 2 sick days: payment of \$200  
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.



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, 405 Burnt Hill Road, 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.

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.

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

By

Joseph J. Cault  
President

By

Regina L. Linn  
President

ATTEST:

Virginia L. Grossman  
Secretary

ATTEST:

James H. Stump  
Secretary

**MONTGOMERY TOWNSHIP SCHOOLS**  
Skillman, New Jersey

**SCHEDULE "A" - TEACHERS' SALARY GUIDE - Year 1992-93**

Yrs. Credited Experience as of 6/30/92	Step	B.A.	M.A.	M.A.+30	M.A.+45	M.A.+60
0	1	\$28,000	\$29,700	\$31,300	\$32,100	\$32,900
1	2	\$28,950	\$30,650	\$32,250	\$33,050	\$33,850
2	3	\$29,816	\$31,516	\$33,116	\$33,916	\$34,716
3	4	\$30,316	\$32,016	\$33,616	\$34,416	\$35,216
4	5	\$31,434	\$33,134	\$34,734	\$35,534	\$36,334
5	6	\$32,837	\$34,537	\$36,137	\$36,937	\$37,737
6,7,8	7	\$34,787	\$36,487	\$38,087	\$38,887	\$39,687
9	8	\$36,472	\$38,172	\$39,772	\$40,572	\$41,372
10,11,12,13	9	\$38,305	\$40,005	\$41,605	\$42,405	\$43,205
14,15	10	\$40,259	\$41,959	\$43,559	\$44,359	\$45,159
16,17,18	11	\$43,859	\$45,559	\$47,159	\$47,959	\$48,759
19+	12	\$47,959	\$49,659	\$51,259	\$52,059	\$52,859

**Longevity.**

Additional compensation is earned for length of teaching service of which *at least seven (7) years must be in the district.* Upon completion of twenty (20) years of teaching service compensation is \$4,455. Upon completion of twenty-five (25) years of teaching service compensation is \$1,100 additional. Upon completion of thirty (30) years of teaching service compensation is \$1,300 additional to the other amounts. Teachers hired after September 1st of any year will be given longevity credit on September 1st following their seventh anniversary of teaching service in the district.

**NOTE:** Curriculum consultation, homebound and supplementary instruction, and in-service and similar training sessions (outside of the normally scheduled school day and/or outside of the normally scheduled school year) will be compensated at a rate equal to the Step 6, MA+30 salary divided by 186 and further divided by 6.5.

MONTGOMERY TOWNSHIP SCHOOLS  
Skillman, New Jersey

SCHEDULE "A" - TEACHERS' SALARY GUIDE - Year 1993-94

Yrs. Credited  
Experience as  
of 6/30/93 Step B.A. M.A. M.A.+30 M.A.+45 M.A.+50

BLANK AREA TO PASTE SALARY GUIDE SUBSEQUENT TO GUIDE DEVELOPMENT  
AND TO BOARD AND ASSOCIATION APPROVAL

Salary Guide Determination - The dollars to be distributed onto this and all other 1994-95 Salary Guides will be calculated by applying a percentage (per formula below) to a 10/15/93 Scattergram. The parties agree to meet and develop mutually-acceptable salary guides as soon as the Scattergram is developed.

Formula to calculate percentage increase:

Average school district salary settlements for four (4) county area  
(Hunterdon, Mercer, Middlesex, and Somerset) from 10/1/91 to 9/30/92;  
MINUS, State average increment %age from 10/1/91 to 9/30/92;  
PLUS, Consumer Price Index - U (NY-neNJ) from 9/1/91 to 8/31/92;  
PLUS, State Budget CAP for the Montgomery Twp. Schools for the 1992-93 year;  
DIVIDED BY, Three (3)  
PLUS, State average increment %age from 10/1/91 to 9/30/92;  
PLUS, Market-adjustment Factor of 0.5%.

NOTE: Curriculum consultation, homebound and supplementary instruction, and in-service and similar training sessions (outside of the normally scheduled school day and/or outside of the normally scheduled school year) will be compensated at a rate equal to the Step 6, MA+30 salary divided by 186 and further divided by 6.5.

MONTGOMERY TOWNSHIP SCHOOLS  
Skillman, New Jersey

SCHEDULE "A" - TEACHERS' SALARY GUIDE - Year 1994-95

Yrs. Credited  
Experience as  
of 6/30/94    Step    B.A.    M.A.    M.A.+30    M.A.+45    M.A.+60

BLANK AREA TO PASTE SALARY GUIDE SUBSEQUENT TO GUIDE DEVELOPMENT  
AND TO BOARD AND ASSOCIATION APPROVAL

Salary Guide Determination - The dollars to be distributed onto this and all other 1994-95 Salary Guides will be calculated by applying a percentage (per formula below) to a 10/15/93 Scattergram. The parties agree to meet and develop mutually-acceptable salary guides as soon as the Scattergram is developed.

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MINUS, State average increment %age from 10/1/92 to 9/30/93;  
PLUS, Consumer Price Index - U (NY-neNJ) from 9/1/92 to 8/31/93;  
PLUS, State Budget CAP for the Montgomery Twp. Schools for the 1993-94 year;  
DIVIDED BY, Three (3)  
PLUS, State average increment %age from 10/1/92 to 9/30/93;  
PLUS, Market-adjustment Factor of 0.5%.

NOTE: Curriculum consultation, homebound and supplementary instruction, and in-service and similar training sessions (outside of the normally scheduled school day and/or outside of the normally scheduled school year) will be compensated at a rate equal to the Step 6, MA+30 salary divided by 186 and further divided by 6.5.

## SCHEDULE "A-1"

### DEPARTMENT CHAIRS / TEAM LEADERS

<u>DEPARTMENT CHAIRS / TEAM LEADERS</u>				92-93	93-94	94-95
	<u>Res.</u>	<u>Staff</u>	<u>Total</u>	<u>base</u>	<u>base</u>	<u>base</u>
<b>Department Chairs</b>						
Arts	15	3.5	18.5	\$3,644.50	\$3,811.00	\$3,977.50
English/Reading	15	3	18	\$3,546.00	\$3,708.00	\$3,870.00
Foreign Language	15	3	18	\$3,546.00	\$3,708.00	\$3,870.00
Math	15	3	18	\$3,546.00	\$3,708.00	\$3,870.00
Phys. Ed./Health	15	3	18	\$3,546.00	\$3,708.00	\$3,870.00
Science	15	3.5	18.5	\$3,644.50	\$3,811.00	\$3,977.50
Social Studies	15	3	18	\$3,546.00	\$3,708.00	\$3,870.00
Child Study Team 7-12	15	4	19	\$3,743.00	\$3,914.00	\$4,085.00
<b>K-8 Team Leaders:</b>						
1-2 member team	6	2	8	\$1,576.00	\$1,648.00	\$1,720.00
3-4 member team	6	2.5	8.5	\$1,674.50	\$1,751.00	\$1,827.50
5-6 member team	6	3	9	\$1,773.00	\$1,854.00	\$1,935.00
7-8 member team	6	3.5	9.5	\$1,871.50	\$1,957.00	\$2,042.50
9-10 member team	6	4	10	\$1,970.00	\$2,060.00	\$2,150.00
11+ member team	6	4.5	10.5	\$2,068.50	\$2,163.00	\$2,257.50
C.S.T. Leader K-6	6	4.5	10.5	\$2,068.50	\$2,163.00	\$2,257.50

### RATIONALE AND POINT SYSTEM

**Rationale:** The following point system is in place for the Department Chairs/Team Leaders guide in order to give staff credit for position responsibility, number of staff in the department/team, and years spent working at the assigned duties.

**Criteria:** The basic categories of the prior guide are being maintained:  
**EXPERIENCE, RESPONSIBILITY, & # OF DEPARTMENT/TEAM STAFF**

**EXPERIENCE** is being given to each department chair/team leader. One-half point is being granted for each year of service up to a maximum of three points. NOTE: Staff members who occupied any of these positions in 1991-92 will be given one-half point experience credit for 1992-93.

**RESPONSIBILITY** points are being awarded by the following criteria; zero to one-half to one point given for each item:

- Coordinates planning and program development with department members by holding departmental/team meetings.
- Represents departmental/team interests and concerns at regular meetings with the Principal and assists the staff with goal-setting and planning.

3. Recommends and manages the departmental/team budget and purchasing.
4. Coordinates the inventory, ordering, checking-in and distribution of equipment, books and supplies.
5. Stays abreast of current developments, research, and professional opportunities, serving as a resource person to other members of the department/team and to students.
6. Serves as a liaison with the K-12 supervisors to ensure curriculum articulation and assists district supervisors with curriculum development (monitoring, fine-tuning, and modifying of department curricula) and staff development efforts.
7. Assists in staff and student scheduling and scheduling coordination and in working directly with parents and students on scheduling issues, especially at the beginning and end of the school year.
8. Assists in program and activities coordination and articulation with other department chairs/team leaders, staff, and administrators.
9. Identifies, encourages, and coordinates interdisciplinary instructional opportunities.
10. Works cooperatively with staff (especially new staff) to enhance teaching techniques.
11. Assists in the assignment, orientation, and liaison activities with substitute teachers and student teachers.
12. Assists in the coordination of departmental testing programs, such as finals and comprehensive exams.
13. Serves as a source of public relations information.
14. Assists in student recognition and awards and in the presentation, coordination and selection of scholarships and college and student employment opportunities.
15. Assists staff in school year opening and closing activities.

**STAFF** is based on the number of certificated staff in each department/team:

<u>Number of Staff</u>	<u>Points</u>
1 - 2	2
3 - 4	2.5
5 - 6	3
7 - 8	3.5
9 - 10	4
over 10	4.5

The following point values are being applied:

92-93	- \$197
93-94	- \$206
94-95	- \$215

**SCHEDULE "B"**

**Co-Curricular Salaries for 1992-93, 1993-94 and 1994-95**

<u>ADVISORS - MHS</u>					92-93	93-94	94-95
	<u>Res.</u>	<u>Sup.</u>	<u>Hrs.</u>	<u>Tot.</u>	<u>base</u>	<u>base</u>	<u>base</u>
Academic League Team Advisor	5	2	2	9	1,773.00	1,854.00	1,935.00
AFS Advisor	3.5	1	4	8.5	1,674.50	1,751.00	1,827.50
Art Director							
Drama Production	3	1	4	8	1,576.00	1,648.00	1,720.00
Audio-Visual Advisor	11	1	7.5	19.5	3,841.50	4,017.00	4,192.50
Biology Team Advisor	2	1.5	2	5.5	1,083.50	1,133.00	1,182.50
Chemistry Team Advisor	2	1.5	2	5.5	1,083.50	1,133.00	1,182.50
Choral Director	7.5	3	7	17.5	3,447.50	3,605.00	3,762.50
Computer Center Monitors							
(per Day)*	1	2	2	5	985.00	1,030.00	1,075.00
(per Evening)*	4	1	4	9	1,773.00	1,854.00	1,935.00
Director of Theater Arts	8.5	4	5	17.5	3,447.50	3,605.00	3,762.50
Historical Society Advisor	3.5	2	2	7.5	1,477.50	1,545.00	1,612.50
Interact Service Club Advisor	8	2	2	12	2,364.00	2,472.00	2,580.00
Library Monitor*	1.5	2	6	9.5	1,871.50	1,957.00	2,042.50
Literary Magazine Advisor	4.5	1	2	7.5	1,477.50	1,545.00	1,612.50
Math Team Advisor	2	2	2	6	1,182.00	1,236.00	1,290.00
World Affairs Council of MHS/ Model UN Advisor	10	2	2	14	2,758.00	2,884.00	3,010.00
Montgomery Students for Environmental Action Advisor	3	2	4	9	1,773.00	1,854.00	1,935.00
Music Director	9	4	7	20	3,940.00	4,120.00	4,300.00
National Honor Society Advisor	5	4	2	11	2,167.00	2,266.00	2,365.00
PAW Print Advisor	4	2	14	20	3,940.00	4,120.00	4,300.00
School Store	4	2	8.5	14.5	2,856.50	2,987.00	3,117.50
Yearbook - Main Advisor	7.5	2	6	15.5	3,053.50	3,193.00	3,332.50
Yearbook - Business Advisor	3	2	2	7	1,379.00	1,442.00	1,505.00
Yearbook - Graphics Advisor	5	1	4	10	1,970.00	2,060.00	2,150.00
Student Council Advisor - 9-12	10	3	5	18	3,546.00	3,708.00	3,870.00
Senior Class Advisor	7	4	6	17	3,349.00	3,502.00	3,655.00
Junior Class Advisor	6	4	6	16	3,152.00	3,296.00	3,440.00
Sophomore Class Advisor	5	4	4	13	2,561.00	2,678.00	2,795.00
Freshman Class Advisor	5	4	4	13	2,561.00	2,678.00	2,795.00
<u>ADVISORS - MMS</u>							
	<u>Res.</u>	<u>Sup.</u>	<u>Hrs.</u>	<u>Tot.</u>	<u>base</u>	<u>base</u>	<u>base</u>
CLAW Newspaper - 7/8 Grade	3.5	2	4	9.5	1,871.50	1,957.00	2,042.50
Drama Director Middle School	7.5	2	3	12.5	2,462.50	2,575.00	2,687.50
8th Grade Advisor	7	4	2	13	2,561.00	2,678.00	2,795.00
7th Grade Advisor	7	4	2	13	2,561.00	2,678.00	2,795.00
Interact Service Club Advisor	4	2.5	4	10.5	2,068.50	2,163.00	2,257.50
MathCounts Advisor - Grades 7/8	2	1	2	5	985.00	1,030.00	1,075.00
Montgomery Students for Environmental Action Advisor	3	2	4	9	1,773.00	1,854.00	1,935.00
Student Council - Grades 7/8	5	2	4	11	2,167.00	2,266.00	2,365.00



**ADVISORS - ORS**

	<u>Res.</u>	<u>Sup.</u>	<u>Hrs.</u>	<u>Tot.</u>	<u>92-93</u> <u>base</u>	<u>93-94</u> <u>base</u>	<u>94-95</u> <u>base</u>
Musical Director - ORS	7	4	4.5	15.5	3,053.50	3,193.00	3,332.50
Band Director/Assistant Orchestra Director - ORS	3.5	4	11	18.5	3,644.50	3,811.00	3,977.50
Orchestra Director/Assistant Band Director - ORS	3.5	4	11	18.5	3,644.50	3,811.00	3,977.50

**ATHLETICS****COACHES - FALL SPORTS**

	<u>Res.</u>	<u>Sup.</u>	<u>Hrs.</u>	<u>Tot.</u>	<u>92-93</u> <u>base</u>	<u>93-94</u> <u>base</u>	<u>94-95</u> <u>base</u>
Soccer, Varsity Boys	10	2	7.5	19.5	3,841.50	4,017.00	4,192.50
Soccer, Varsity Girls	10	2	7.5	19.5	3,841.50	4,017.00	4,192.50
Soccer, Freshman Boys	3.5	2	7.5	13	2,561.00	2,678.00	2,795.00
Soccer, 7/8 Grade Girls	2.5	2	7.5	12	2,364.00	2,472.00	2,580.00
Soccer, 7/8 Grade Boys	2.5	2	7.5	12	2,364.00	2,472.00	2,580.00
Soccer, JV Boys	4.5	2	7.5	14	2,758.00	2,884.00	3,010.00
Soccer, JV Girls	4.5	2	7.5	14	2,758.00	2,884.00	3,010.00
Asst. Soccer, 7/8 Grade Girls	1	2	7.5	10.5	2,068.50	2,163.00	2,257.50
Asst. Soccer, 7/8 Grade Boys	1	2	7.5	10.5	2,068.50	2,163.00	2,257.50
Cross Country, Varsity Boys	9.5	2	6.5	18	3,546.00	3,708.00	3,870.00
Cross Country, 7/8 Grade	4	2	6.5	12.5	2,462.50	2,575.00	2,687.50
Cross Country, Varsity Girls	9.5	2	6.5	18	3,546.00	3,708.00	3,870.00
Gymnastics	7.5	2	9	18.5	3,644.50	3,811.00	3,977.50
Tennis, Varsity Girls	10	2	7.5	19.5	3,841.50	4,017.00	4,192.50
Tennis, JV Girls	5.5	2	7.5	15	2,955.00	3,090.00	3,225.00

**COACHES - WINTER SPORTS**

	<u>Res.</u>	<u>Sup.</u>	<u>Hrs.</u>	<u>Tot.</u>	<u>92-93</u> <u>base</u>	<u>93-94</u> <u>base</u>	<u>94-95</u> <u>base</u>
Basketball, Varsity Boys	13.5	2	10	25.5	5,023.50	5,253.00	5,482.50
Basketball, JV Boys	10	2	6	18	3,546.00	3,708.00	3,870.00
Basketball, Varsity Girls	13.5	2	10	25.5	5,023.50	5,253.00	5,482.50
Basketball, JV Girls	10	2	6	18	3,546.00	3,708.00	3,870.00
Basketball, Freshman Boys	5	2	6	13	2,561.00	2,678.00	2,795.00
Basketball, 7/8 Grade Boys	5	2	5	12	2,364.00	2,472.00	2,580.00
Basketball, 7/8 Grade Girls	5	2	5	12	2,364.00	2,472.00	2,580.00
Cheerleader Coach	10	2	7	19	3,743.00	3,914.00	4,085.00
Cheerleader, 7/8 Grade	4	1	3	8	1,576.00	1,648.00	1,720.00
Track and Field	7	2	7	16	3,152.00	3,296.00	3,440.00
Assistant Track and Field	5	2	7	14	2,758.00	2,884.00	3,010.00
Clock Operator*	3	0	4.5	7.5	1,477.50	1,545.00	1,612.50

**COACHES - SPRING SPORTS**

	<u>Res.</u>	<u>Sup.</u>	<u>Hrs.</u>	<u>Tot.</u>	<u>92-93</u> <u>base</u>	<u>93-94</u> <u>base</u>	<u>94-95</u> <u>base</u>
Tennis, Varsity Boys	10	2	7.5	19.5	3,841.50	4,017.00	4,192.50
Tennis, JV Boys	5.5	2	7.5	15	2,955.00	3,090.00	3,225.00
Baseball, Varsity Boys	9.5	2	7.5	19	3,743.00	3,914.00	4,085.00
Baseball, JV Boys	5.5	2	7.5	15	2,955.00	3,090.00	3,225.00
Baseball, 7/8 Grade Boys	3.5	2	6	11.5	2,265.50	2,369.00	2,472.50
Softball, Varsity Girls	9.5	2	7.5	19	3,743.00	3,914.00	4,085.00
Softball, JV Girls	5.5	2	7.5	15	2,955.00	3,090.00	3,225.00
Softball, 7/8 Grade Girls	3.5	2	6	11.5	2,265.50	2,369.00	2,472.50
Golf	9	2	7.5	18.5	3,644.50	3,811.00	3,977.50
Boys Track and Field	10	2	7.5	19.5	3,841.50	4,017.00	4,192.50
Assistant Track and Field	6	2	7.5	15.5	3,053.50	3,193.00	3,332.50
Girls Track and Field	10	2	7.5	19.5	3,841.50	4,017.00	4,192.50
Gymnastics, 7/8 Grade	3	1	6.5	10.5	2,068.50	2,163.00	2,257.50

**SERVICES**

	<u>Res.</u>	<u>Sup.</u>	<u>Hrs.</u>	<u>Tot.</u>	<u>92-93</u> <u>base</u>	<u>93-94</u> <u>base</u>	<u>94-95</u> <u>base</u>
Substitute Caller, Elementary*	2	0	7	9	1,773.00	1,854.00	1,935.00
Substitute Caller, High School*	2	0	7	9	1,773.00	1,854.00	1,935.00
AV Courier*	1	0	5	6	1,182.00	1,236.00	1,290.00

Chaperones

\$16/hour

Co-Curricular Salaries for 1992-93, 1993-94 and 1994-95

**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: EXPERIENCE, RESPONSIBILITY, SUPERVISION, and HOURS.

EXPERIENCE is being given to each coach/advisor. One-half point is being granted for each year of service up to a maximum of three points. For the initial computation, specified positions have been given less than full credit. NOTE: Staff members who occupied any of the asterisked \* positions in 1991-92 will be given one-half point experience credit for 1992-93.

RESPONSIBILITY points are being awarded by the following criteria: one-half to one point given 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
50 +	4

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

The following point values are being applied:

92-93	-	\$197
93-94	-	\$206
94-95	-	\$215

MONTGOMERY TOWNSHIP SCHOOLS  
Skillman, N.J.

SCHEDULE "C"

SUPPORT STAFF SALARY GUIDE - Year 1992-93

<u>Step</u>	<u>Secretary/ Bookkeeper</u>	<u>Clerk</u>	<u>Clerk</u>
	<u>12 Month</u>	<u>12 Month</u>	<u>10 Months</u>
1	\$19,775	\$16,000	\$14,000
2	\$20,600	\$16,750	\$14,520
3	\$21,550	\$17,550	\$15,100
4	\$22,400	\$18,400	\$15,760
5	\$23,300	\$19,300	\$16,510
6	\$24,300	\$20,250	\$17,300
7	\$25,700	\$21,350	\$18,150
8	\$27,400	\$22,750	\$19,050
9	\$30,080	\$24,300	\$19,950

Longevity for Secretaries and Clerks.

Additional compensation is earned for length of secretarial, clerical, or bookkeeping service of which *at least seven (7) years must be in the district.* Upon completion of eleven (11) years of secretarial, clerical, or bookkeeping service compensation is \$300. Upon completion of fourteen (14) years of secretarial, clerical, or bookkeeping service compensation is \$150 additional. Upon completion of eighteen (18) years of secretarial, clerical, or bookkeeping service compensation is \$1,975 additional to the other amounts. Secretaries, clerks or bookkeepers hired after September 1st (July 1st for twelve month staff) of any year will be given longevity credit on September 1st (July 1st) following their seventh anniversary of secretarial, clerical, or bookkeeping service in the district.

MONTGOMERY TOWNSHIP SCHOOLS  
Skillman, N.J.

SCHEDULE "C"

SUPPORT STAFF SALARY GUIDE - Year 1993-94

	Secretary/ Bookkeeper	Clerk	Clerk
<u>Step</u>	<u>12 Month</u>	<u>12 Month</u>	<u>10 Months</u>

BLANK AREA TO PASTE SALARY GUIDE SUBSEQUENT TO GUIDE DEVELOPMENT  
AND TO BOARD AND ASSOCIATION APPROVAL

SALARY SCHEDULE DEVELOPED ACCORDING TO THE CALCULATION METHODOLOGY SET  
FORTH IN SCHEDULE "A" FOR 1993-94

MONTGOMERY TOWNSHIP SCHOOLS  
Skillman, N.J.

SCHEDULE "C"

SUPPORT STAFF SALARY GUIDE - Year 1994-95

	Secretary/ Bookkeeper	Clerk	Clerk
<u>Step</u>	<u>12 Month</u>	<u>12 Month</u>	<u>10 Months</u>

BLANK AREA TO PASTE SALARY GUIDE SUBSEQUENT TO GUIDE DEVELOPMENT  
AND TO BOARD AND ASSOCIATION APPROVAL

SALARY SCHEDULE DEVELOPED ACCORDING TO THE CALCULATION METHODOLOGY SET  
FORTH IN SCHEDULE "A" FOR 1994-95

MONTGOMERY TOWNSHIP SCHOOLS  
Skillman, N.J.

SCHEDULE "C-1"

TEACHERS AIDES SALARY GUIDE - Year 1992-93

<u>Step</u>	
1	\$ 9,200
2	\$ 9,600
3	\$ 9,950
4	\$10,300
5	\$10,900
6	\$11,550
7	\$12,200
8	\$12,825

Salary Guide for Aides.

The guide compensation is based upon 180 days of 6 hours per day. One-sixth (1/6th) extra pay will be given for each hour over six (6) hours per day.

MONTGOMERY TOWNSHIP SCHOOLS  
Skillman, N.J.

SCHEDULE "C-1"

TEACHERS AIDES SALARY GUIDE - Year 1993-94

BLANK AREA TO PASTE SALARY GUIDE SUBSEQUENT TO GUIDE DEVELOPMENT  
AND TO BOARD AND ASSOCIATION APPROVAL

SALARY SCHEDULE DEVELOPED ACCORDING TO THE CALCULATION METHODOLOGY SET  
FORTH IN SCHEDULE "A" FOR 1993-94

Salary Guide for Aides.

The guide compensation is based upon 180 days of 6 hours per day. One-sixth (1/6th) extra pay will be given for each hour over six (6) hours per day.



MONTGOMERY TOWNSHIP SCHOOLS  
Skillman, N.J.

SCHEDULE "C-1"

TEACHERS AIDES SALARY GUIDE - Year 1994-95

BLANK AREA TO PASTE SALARY GUIDE SUBSEQUENT TO GUIDE DEVELOPMENT  
AND TO BOARD AND ASSOCIATION APPROVAL

SALARY SCHEDULE DEVELOPED ACCORDING TO THE CALCULATION METHODOLOGY SET  
FORTH IN SCHEDULE "A" FOR 1994-95

Salary Guide for Aides.

The guide compensation is based upon 180 days of 6 hours per day. One-sixth (1/6th) extra pay will be given for each hour over six (6) hours per day.

SCHEDULE "D"

CUSTODIAL/MAINTENANCE SALARY GUIDE FOR 1992-93

<u>Steps</u>	<u>Assistant Custodian</u>	<u>Custodian</u>	<u>Maintenance/Grounds</u>
1	\$18,372	\$18,600	\$19,195
2	\$19,072	\$19,400	\$20,095
3	\$19,672	\$20,300	\$20,995
4	\$20,272	\$21,200	\$21,895
5	\$20,872	\$22,100	\$22,770
6	\$21,572	\$22,985	\$24,270
7	\$22,272	\$23,885	\$25,920
8	\$22,972	\$25,135	\$28,020
9	\$23,672	\$26,285	\$30,120
10	\$24,372	\$27,735	\$32,270
11	\$25,072	\$29,360	\$34,470
12	\$25,772	\$31,650	\$36,620

Stipends.

Head Custodian - M.H.S./M.M.S.	\$2,000
Head Custodian - B.H.R.S. or O.R.S.	\$1,200
Night Supervisor	\$ 900
Night Differential	\$ 661

Longevity.

Additional compensation is earned for length of custodial or maintenance service of which *at least seven (7) years must be in the district.* Upon completion of thirteen (13) years of custodial or maintenance service compensation is \$800. Upon completion of nineteen (19) years of custodial or maintenance service compensation is \$700 additional. Custodial or maintenance staff hired after September 1st (July 1st for twelve month staff) of any year will be given longevity credit on September 1st (July 1st) following their seventh anniversary of custodial or maintenance service in the district.

SCHEDULE "D"

CUSTODIAL/MAINTENANCE SALARY GUIDE FOR 1993-94

Steps      Assistant Custodian      Custodian      Maintenance/Grounds

BLANK AREA TO PASTE SALARY GUIDE SUBSEQUENT TO GUIDE DEVELOPMENT  
AND TO BOARD AND ASSOCIATION APPROVAL

SALARY SCHEDULE DEVELOPED ACCORDING TO THE CALCULATION METHODOLOGY SET  
FORTH IN SCHEDULE "A" FOR 1993-94.

Stipends.

Head Custodian - M.H.S./M.M.S.	\$2,000
Head Custodian - B.H.R.S. or O.R.S.	\$1,200
Night Supervisor	\$ 900
Night Differential	\$ 661

SCHEDULE "D"

CUSTODIAL/MAINTENANCE SALARY GUIDE FOR 1994-95

Steps     Assistant Custodian     Custodian     Maintenance/Grounds

BLANK AREA TO PASTE SALARY GUIDE SUBSEQUENT TO GUIDE DEVELOPMENT  
AND TO BOARD AND ASSOCIATION APPROVAL

SALARY SCHEDULE DEVELOPED ACCORDING TO THE CALCULATION METHODOLOGY SET  
FORTH IN SCHEDULE "A" FOR 1994-95.

Stipends.

Head Custodian - M.H.S./M.M.S.	To be determined by formula.
Head Custodian - B.H.R.S. or O.R.S.	To be determined by formula.
Night Supervisor	To be determined by formula.
Night Differential	\$ 661

SCHEDULE "E"

NEW JERSEY STATUTES ANNOTATED AND ADMINISTRATIVE CODE

N.J.S.A. 18A:27-3.1:

Every board of education in this State shall cause each non-tenure teaching staff member employed by it to be observed and evaluated in the performance of this duties at least three times during each school year but not less than once during each semester, provided that 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 the teaching staff member and his or her supervisor 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:

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. 6.3-1.19:

Supervision of instruction, observation and evaluation of non-tenured teaching staff members:

(a) For the purpose of this section, the term "observation" shall be construed to mean a visitation to an assigned work station by a certified supervisor of the local school district for the purpose of formally collecting data on the performance of a non-tenured teaching staff member's assigned duties and responsibilities and of a duration appropriate to those duties and responsibilities.

1. 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, in an elementary school, for the duration of one complete subject lesson.

(b) The term "evaluation" shall be construed to mean a written evaluation prepared by the administrative or supervisory staff member who visits the work station for the purpose of observing a teaching staff member's performance of the instructional process.

(c) Each district board of education shall adopt a policy for the supervision of instruction, setting forth procedures for the observation and evaluation of all non-tenured teaching staff members. Such policy shall be distributed to each teaching staff member at the beginning of his or her employment

(d) Each policy for the supervision of instruction shall include, in addition to those observations and evaluations hereinbefore described, a written evaluation of the non-tenured 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 improvement plan developed by the supervisor and the teaching staff member; and
4. A summary of available indicators of pupil progress and growth, and a statement of how these indicators related to the effectiveness of the overall program and the performance of the individual teaching staff member.

(e) 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 fifteen days, by a conference between the administrative or supervisory staff member who has made the observation and written evaluation and the non-tenured teaching staff member. Both parties to such a conference will sign the written evaluation report and retain a copy for his or her records. The non-tenured teaching staff member shall have the right to submit his or her written disclaimer of such evaluation within ten (10) days following the conference, and such disclaimer shall be attached to each party's copy of the evaluation report.

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

(g) "Teaching staff member" means a member of the professional staff of any district or regional board of education, or any board of education of a county vocational school, or any educational services commission, holding office, position or employment of such character that the qualifications for such office, position or employment require him or her to hold a valid and effective standard, provisional or emergency certificate, appropriate to his or her office, position or employment, issued by the State Board of Examiners and includes a school nurse. The district chief school administrator, however, will not be evaluated pursuant to this subchapter but shall instead be evaluated pursuant to N.J.A.C. 6:3-1.22.

N.J.A.C. 6:3-1.20:

Procedure for appearance of non-tenured teaching staff members before a district board of education upon receipt of notice of non-reemployment:

- (a) Whenever a non-tenured teaching staff member has requested in writing and has received a written statement of reasons for non-reemployment pursuant to N.J.S.A. 18A:27-3.3, he or she may request in writing an informal appearance before the district board of education. Such written request must be submitted to the board within ten calendar days of receipt of the board's statement of reasons.
- (b) Such an informal appearance shall be scheduled within thirty calendar days from receipt of the board's statement of reasons.
- (c) Under the circumstances described herein, a non-tenured teaching staff member's appearance before the board 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 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 shall provide adequate written notice to the employee regarding the date and time of the informal appearance.
- (f) The non-tenured 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 need not present testimony under oath and shall not be cross-examined by the board. 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 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 board shall notify the affected teaching staff member in writing, of its final determination. Such notification may be delegated by the board to its Superintendent or Board Secretary.

**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) \_\_\_\_\_  
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LEVEL 2

WRITTEN GRIEVANCE

A. Name of Principal or Supervisor

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

C. Statement of Grievance \_\_\_\_\_  
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1. Relief Sought \_\_\_\_\_  
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2. Specific Articles or Sections of the Contract in Dispute \_\_\_\_\_  
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-----  
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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)

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

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-----  
-----

-----  
Date

-----  
Signature

**GRIEVANCE FORM**

**MONTGOMERY TOWNSHIP SCHOOL DISTRICT**

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

Grievance Level 4

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

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**LEVEL 4**

**ARBITRATION**

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

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

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MONTGOMERY TOWNSHIP SCHOOLS  
SKILLMAN, N.J.

ADDENDUM TO GRIEVANCE FORM

DUE DATES

<b>Level 1</b>	<b>Informal Discussion</b>	Conference: _____
<b>Level 2</b>	<b>Written Grievance</b>	Request to Principal: _____ (5) Principal's Decision: _____ (5)
<b>Level 3</b>	<b>Superintendent</b>	Appeal to Superintendent: _____ (5) Supt. Requests Material: _____ (6) and/or Hearing: _____ (10) Superintendent's Decision: _____ [10]
<b>Level 4</b>	<b>Arbitration</b>	Written Request for Submission to Arbitration: _____ (5) Association Demand for Arbitration to AAA, 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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