

MONTVILLE TOWNSHIP BOARD OF EDUCATION

and

MONTVILLE TOWNSHIP EDUCATION ASSOCIATION

AGREEMENT

July 1, 2008 - June 30, 2011

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ARTICLE I

THIS AGREEMENT, entered into the _____ of _____, 2009 by and between

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

AND

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

WHEREAS, the Board and the Association, in accordance with the New Jersey Employer-Employee Relations Act, have met and collectively negotiated in good faith the terms and conditions of employment of the members of the Association for the 2008-2011 school years;

AND

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

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

ARTICLE II

RECOGNITION

SECTION 1

The Board hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of the employment of all certificated personnel employed by the Board, except approved aides, subject supervisors, administrators and per diem substitutes.

SECTION 2

Unless otherwise agreed, the term "teachers" when used in this Agreement shall refer to all employees within the bargaining unit represented by the Association.

SECTION 3

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

SECTION 4

Individual non-tenured teachers employed by the Board shall execute individual employment contracts with the Board.

SECTION 5

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

SECTION 6

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

ARTICLE III

COMPENSATION

SECTION 1

The salary of each teacher employed by the Board shall be in accordance with the salary guides attached hereto as Schedule A 2008-2009, Schedule B 2009-2010, Schedule C 2010-2011, and incorporated by reference.

SECTION 2

The individual contract of each coach employed by the Board shall provide for compensation in accordance with the stipend guides attached hereto as Schedule D 2008-2011 Coaches' Classifications; Schedule E Head Coaches' Salary Guides 2008-2009; 2009-2010; 2010-2011; and Schedule F Assistant Coaches' Salary Guides 2008-2009; 2009-2010; 2010-2011, and incorporated by a reference.

SECTION 3

The individual contract of each advisor employed by the Board shall provide for compensation in accordance with the stipend guides attached hereto as Schedule G Advisor's Stipends 2008-2009; 2009-2010; 2010-2011, and incorporated by a reference.

SECTION 4

The Board shall offer direct deposit of pay checks to a financial institution of the employee's choosing consistent with its ability to maintain such a program at a minimal cost to the Board.

SECTION 5

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

SECTION 6

A chaperoning stipend shall be paid at the rate of \$65 per night, per staff member, for those overnight trips approved by the Board. Specifically excluded from any such payment are activities encountered by those individuals acting as a coach or advisor for which they are already receiving a stipend.

SECTION 7

The hourly rate for summer work for all District employees, except teachers attending Individual Education Plan ("IEP") meetings, shall be a pro-rata portion of the individual's annual rate (annual salary divided by (teacher work day as defined in Article 10, Section 4 x 200)). This work shall include special education extended year programs, basic skills instruction, nurses, guidance counselors and child study teams. Employees of other districts performing summer work in Montville and Montville teachers attending IEP meetings shall be paid \$30 per hour.

SECTION 8

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

SECTION 9

- A. Horizontal advancement on the salary guide may occur one time per year, i.e. in September, for all course work completed through the preceding summer session. If

the employee's scholastic records are delayed by the educational institution, this payment will be made retroactively.

- B. Movement from BA+30 to MA+30 will continue to be granted provided that the "+30" credits were also not used for the MA degree.

SECTION 10

Part-time teachers shall move annually on the salary guides.

ARTICLE IV

TEACHER LEAVE

SECTION 1

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

SECTION 2

Teachers shall be entitled to five (5) non-cumulative leave days per year with pay due to personal circumstances which shall include the following: personal legal matters, religious holidays, severe illness in the immediate family, marriage of a member of the employee's immediate family, or personal emergencies. Part-time employees shall receive a pro-rata portion of their personal leave entitlement equal to that portion of the full-time week worked.

- A. Two such personal days may be taken without a statement of the reasons for such leave provided that notification is given by the teacher to the Superintendent or his/her designee prior to the start of the school day for which such leave is sought.
- B. Three personal days may be taken only upon the prior submission to the Superintendent or his/her designee of a statement of reason(s) for such leave at least forty-eight (48) hours prior to the leave except in circumstances of emergencies, in which event the reason(s) shall be furnished as soon as possible.

- C. No personal day shall be used before or after a holiday or vacation to extend the holiday or vacation, but days may be granted with the prior approval of the Superintendent or designee for specific reasons.

SECTION 3

Each unused non-cumulative personal day shall be converted to cumulative sick leave at the end of each school year.

SECTION 4

Upon retirement, after fifteen (15) years of service in the district and upon New Jersey pension approval, teachers shall be paid \$30 per day for their accumulated sick leave to a maximum of \$10,000. Eligibility for this payment shall be contingent upon eligibility under the New Jersey State Retirement System.

SECTION 5

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

SECTION 6

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

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

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

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

SECTION 7

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

SECTION 8

The Board shall provide a total of three (3) days each year for the Association to attend to grievance, PERC, court or Commissioner matters. The Association shall be entitled to designate the members and the specific days to be used.

SECTION 9

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

SECTION 10

Maternity, paternity, sick leave and/or child-rearing leave will be granted to teachers bearing, raising, or adopting pre-school age children in accordance with applicable New Jersey law. Consistent with the foregoing, leave will be granted for up to one school year with an extension, upon request, for up to one additional school year. The exact duration of the leave or extension to be contingent upon date of application so that the teacher will return from leave at the start of a school year, i.e., September. Child-rearing leaves will only be granted immediately following the assumption of custody of the child, or at the expiration of the spouse's child care leave. When both the mother and father are employed in the Montville School District, the total leave per child shall not exceed two (2) years as defined above.

ARTICLE V

WORKSHOPS, CONVENTIONS AND PROFESSIONAL DAYS

SECTION 1

Upon presentation of receipt(s), the Board shall provide a reimbursement allowance to teachers of up to \$50.00 for educationally related materials purchased at the NJEA Convention. Payment shall be made within 30 days of receipt by the Business Office of a properly completed voucher.

SECTION 2

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

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

ARTICLE VI

CREDIT UNIONS

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

ARTICLE VII

INSURANCE

SECTION 1

- A.
 1. For those teachers hired before July 1, 1996, the Board shall provide hospitalization insurance with coverage being substantially similar to the coverage provided by Blue Cross-Blue Shield Family Plan with Rider J. The Board reserves the right to select and/or change the insurance company to provide the coverage. In addition, the Board and the Association shall designate four (4) mutually agreeable HMO's for those employees seeking alternate insurance coverage. The employee shall be responsible for all costs incurred for using the HMO that are in excess of the Board's premium cost for the insurance coverage provided in this section. The Board shall assume all liability for the limitation on the number of HMO's.
 2. Effective upon ratification, all members enrolled in the traditional indemnity plan (PACE) shall contribute via payroll deduction \$340 per year for each year of this agreement.
- B. Employees hired after July 1, 1996 shall be entitled to Full Family HMO Blue or an equivalent plan at no cost to the employee. They may enroll in the traditional indemnity plan, but will pay the additional cost. Effective July 1, 2003, the base plan shall become a full family PPO plan. All members hired after July 1, 1996 shall be entitled to Full Family PPO coverage at no additional expense to the employee in the year 2003-2004. They may enroll in the traditional indemnity plan, but will pay additional cost.
 1. Effective upon ratification, the PPO office visit co-pay shall be \$15.00 per visit, and the HMO office visit co-pay shall be \$10.00 per visit.
- C. The Board will provide a Section 125 plan.
- D. Effective upon ratification, the prescription co-pay shall be \$5/\$15 (1x mail in).

- E.
1. All employees will abide by the Blue Cross/Blue Shield pre-admission conference clause. Said pre-admission conference clause will waive the forty-eight (48) hour Blue Cross/Blue Shield emergency provision.
 2. The following changes to the Hospitalization/Major Medical Insurance program shall be implemented:
 - (a) The pre-admission review penalty shall be 50%.
 - (b) The deductible for catastrophic illness shall be \$3,000. This shall mean that after the deductible is met, major medical will pay 80% of the next \$3,000 of covered medical expenses and 100% of the expenses above \$3,000 for covered medical expenses incurred by covered person during the benefit period, not to exceed \$1,000,000.
 3. The deductible for major medical shall be:

Single:	\$200 per year
Parent/Child:	\$400 per year
Family:	\$400 per year
Husband/Wife	\$400 per year
 4. Effective upon ratification, the office visit co-pay for HMO participants shall be \$10.00.
 5. Employees opting to waive insurance coverage shall receive payments as follows:

<u>Eligible for:</u>	<u>Waiving/opting:</u>	<u>Incentive</u>
single	waiving all	\$2,000
husband/wife	waiving all	\$5,000
husband/wife	opting single	\$2,000
family	waiving all	\$6,000
family	opting single	\$2,000
parent/child	waiving all	\$2,000
parent/child	opting single	\$1,000

Employees waiving coverage must show proof of alternate coverage. Employees who voluntarily act under this provision shall be reimbursed for COBRA coverage in the event same becomes necessary until the next open enrollment period. The Board shall be entitled to off-set any COBRA reimbursement against 'opt-out' payments received for a period for which COBRA reimbursement is made. Payments shall be made one half (1/2) in December and one half (1/2) in June of each year.

- F. Effective upon ratification, all employees must work at least 25 hours to be eligible

for health insurance coverage. Employees working more than 20 hours per week as of June 30, 2008 will continue to be covered.

SECTION 2

Upon retirement, teachers are eligible to purchase the same insurance coverage provided in Sections 1, 4 and 7 of this Article by the Board of Education for its active teacher employees.

SECTION 3

The Board agrees to maintain the present level of medical benefits. It is understood that specific benefits may vary from policy to policy.

SECTION 4

The Board will provide dental insurance including family coverage for the teachers employed by it with coverage being substantially similar to coverage presently provided. Effective July 1, 2004, the Board will make available to teachers who choose it, a preferred provider option for dental insurance coverage. For teachers who select this option, the annual benefit maximum will be \$2,000. For teachers who retain the traditional dental plan, the annual benefit maximum will remain \$1,000.

SECTION 5

The Board will provide a family vision care insurance program for its employees.

SECTION 6

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

SECTION 7

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

ARTICLE VIII

TUITION REIMBURSEMENT

SECTION 1

- A. With the pre-approval of the Superintendent, the Board will reimburse all full time certified staff members for courses taken at an accredited university or college for the purpose of attaining advanced degrees or additional certification, subject to Section 4 below. Said staff members shall be reimbursed for one hundred percent (100%) of the tuition (excluding text books, fees and supplies) not to exceed the state college tuition rate per credit or not to exceed the Montclair State College rate if a private college is attended, and a maximum of nine (9) credits per year.

Effective July 1, 2008, the Board's total expenditure for tuition reimbursement shall not exceed \$200,000.00. Effective July 1, 2009, the Board's total expenditure for tuition reimbursement shall not exceed \$215,000.00. Effective July 1, 2010, the Board's total expenditure for tuition reimbursement shall not exceed \$225,000.00. The first three credits shall be paid in full for any eligible teacher, as long as the total does not exceed the cap on the Board's expenditure. Any credits thereafter shall be pro-rated as the reimbursement fund(s) allow. The parties agree to further discuss the payment procedures under this Section.

Tuition will be reimbursed upon successful completion of each course with a minimum grade of B-, or Pass, if there is a pass/fail option, and the submission of a transcript and paid tuition bill. Up to three (3) of the nine (9) credits per year may be taken as pass/fail and reimbursed.

All courses must be taken at an NCATE approved school or any of the following institutions: Rutgers University, Princeton, FDU, Columbia (NYC), Centenary, Caldwell College, St. Elizabeth, Drew, Kean, Montclair, NJ City University, Ramapo, TCNJ (including RTC), Thomas Edison College and William Paterson. A committee of an equal number of teachers and the Board/Administration will meet before the close of the 2007-2008 academic year to determine which other non-NCATE approved schools will be added to this list.

All courses used to move across the salary guide, with or without tuition reimbursement, must be taken at the above institutions. After July 1, 2008, courses not taken at approved institutions will not be paid or count towards movement on the guide. Employees currently enrolled in non-NCATE approved courses or programs as of June 30, 2008 will be subject to the terms of the Memorandum of Agreement. Those not enrolled as of that date will not be entitled to tuition reimbursement or guide movement for those courses/programs.

Teachers matriculated in non-Rutgers/non-NCATE approved programs who have 15

credits or more as of June 30, 2008 may continue in those programs until complete, with reimbursement and with guide movement credit. Those with 9 credits or more will be permitted guide movement credit when complete, but will not receive tuition reimbursement. Those with less than 9 credits as of June 30, 2008 may use those credits for horizontal advancement consistent with the terms of the current agreement.

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

During the 1st year from date of employment – up to 6 credits
During the 2nd year from date of employment - up to 6 credits
During the 3rd year from date of employment - up to 9 credits

ARTICLE IX

GRIEVANCE PROCEDURE

SECTION I

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

SECTION 2

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

- A. a complaint by any non-tenured teacher which arises by reason of non-reemployment of the said teacher;
- B. a complaint by any teacher occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position to which tenure is not possible or not required;
- C. a complaint by a teacher occasioned by the withholding of an increment; and
- D. a complaint by a teacher occasioned by the dismissal of a tenured teacher.

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

SECTION 3

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

SECTION 4

The Board and the teaching staff recognize that the best interests of public education shall be served by establishing grievance procedures for professional staff personnel to provide a method for them to seek mutually satisfactory agreement on problems before them and to appeal through designated channels in the event of an impasse. A grievance hereunder must be filed pursuant to this Article within twenty (20) calendar days of the occurrence of the event which is the subject of the grievance. If the grievance is not filed within the aforesaid twenty (20) calendar days, the grievant shall be deemed to have waived the right to file said grievance.

SECTION 5

The processing of a grievance shall occur as follows:

A. LEVEL 1

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

B. LEVEL 2

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

C. LEVEL 3

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

D. LEVEL 4

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

E. LEVEL 5

If the grievance remains unresolved, the Association may, within fifteen (15) calendar days of the receipt of the Board's decision request binding arbitration. Any recognized arbitrator may be used. The arbitrator shall be selected by mutual consent of both parties within ten (10) calendar days of the request for arbitration. If the parties are unable to agree on an arbitrator, one shall be obtained through the procedures of the Public Employment Relations Commission.

1. The arbitrator's decision shall be in writing and shall be submitted to the parties and shall be final and binding on the parties.
2. The arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement.
3. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring same.

SECTION 6

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

ARTICLE X

WORK YEAR AND TEACHING HOURS

SECTION I

The school work year for teachers, other than new personnel who may be required to attend an additional two days of orientation, shall not exceed 182 student days and three in-service days. Snow days scheduled, but unused, in excess of these 185 days shall be returned to the teachers. The Wednesday before Thanksgiving will be an early dismissal day for teachers and students.

SECTION 2

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

SECTION 3

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

- A. In-Service Programs;

- B. Staff Meetings;

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

Except in case of emergency, no staff meeting will last more than one (1) hour.

- C. Student Assistance;

- D. Curriculum Assessment and Committee Work

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

- E. As required by emergency situation.

2. Notwithstanding the above, the Board may adjust the workday of any unit member on a permanent basis to accommodate a flexible schedule. This will be accomplished as follows:
 - a. with the principal's agreement;
 - b. with a continuous workday no longer than that of the other teachers;
 - c. with no more than one hour of "flexing" at the beginning or the end of the day;
 - d. with volunteers being sought first.
 - e. Teachers whose flexible workday ends earlier than the regular teacher day shall not be required to attend after school meetings, but shall be responsible for the information distributed therein.

SECTION 4 - Teacher Work Day

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

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

2. High School Flexible Scheduling

With respect to the flexible schedule at the high school, the parties agree as follows:

1. Teachers shall receive a duty free lunch.
2. If there is a problem with a particular teacher's schedule, the teacher shall:
 - a) identify the problem;
 - b) discuss it with an appropriate administrator;
 - c) appeal to a Problem Resolution Committee. The decision of the committee as to whether a problem is resolvable shall be final.
3. The Committee shall consist of:

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

SECTION 5

Teachers will be required to attend three (3) evening parent conferences a year. Teachers will be provided with an early dismissal schedule on days of evening conferences. If a fourth evening conference is required, the teacher will be compensated \$50 for that evening with no early dismissal schedule.

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

SECTION 6

A. ELEMENTARY SCHOOL

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

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

B. MIDDLE AND HIGH SCHOOLS

When a substitute is not available for assignment at the middle school or the high school the building administrator may assign staff to cover all instruction and supervisory periods noted on the absent teacher's schedule. Teachers to whom additional periods have been assigned shall be compensated at a rate determined by dividing the daily substitute rate by the number of periods assigned the absent teacher. Assigned periods are defined as instructional and supervisory responsibilities.

SECTION 7

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

SECTION 8 - Preparation Time

- A.
 - 1. Primary teachers (Grades K-3) shall receive 280 minutes of preparation time per week. This time shall include 120 minutes (30 minutes 4 times per week) from lunch. Primary teachers shall be guaranteed one preparation period per day. Intermediate teachers (Grades 4 and 5) shall receive 300 minutes of preparation time per week, including 60 minutes (30 minutes 2 times per week) from lunch. However, no intermediate teacher shall be required to cover more than 2 lunchroom or recess supervision periods per week. All preparation time may be averaged over a two week period.
 - 2. Beginning in 2005-2006, all teachers in grades K-5 will receive 290 minutes of preparation time per week. This time shall include 90 minutes (30 minutes three times per week) from lunch. Primary teachers shall be guaranteed one preparation period per day. All preparation time may be averaged over a two week period.
- B. Elementary teachers of art, music, physical education, resource room, compensatory education, basic skills, and the handicapped shall be scheduled for 210 minutes of preparation time per week including thirty minutes at lunch three days per week which may be averaged over a two week period. Elementary school specialists will not have more instructional minutes of teaching per week than teachers of grade levels 4 and 5.
- C. Middle school teachers shall be scheduled for 300 minutes of non-instructional time per week which includes 200 minutes of preparation time.
- D. High school subject area and special education teachers shall be scheduled for 205 minutes of preparation time per week.
- E. Team leaders at the middle school shall remain duty-free and shall receive a stipend of \$1,000 per year.

SECTION 9 - Workshops

To the extent possible, the Board will utilize a portion of the in-service programs to coordinate with the State's 100-hour requirement.

Teachers presenting workshops during in-service days or other faculty meetings for which they will receive credit towards their 100 hour continuing education requirement shall not be compensated by the Board. Teachers presenting the same program during an in-service day or at other faculty meetings for which they do not receive credit towards their continuing education requirement, for example, the second time they present the same workshop, shall be paid \$50 per hour. Payment shall be made on an hour for hour basis for the presentation. Teachers shall not be paid for preparation time for the second and subsequent times they teach the program.

SECTION 10 - Work and Teaching Hours

High school teachers supervising lunch periods in lieu of their own duty-free lunch shall receive \$22 per period. Lunch and recess supervision shall remain duty periods at the middle and elementary schools, however, if there are an insufficient number of teachers available for such duties, teachers supervising lunch or recess in lieu of their own lunch or preparation period shall be paid \$13 per period at the elementary school and \$18 per period at the middle school.

ARTICLE XI

SCHOOL CALENDAR

SECTION I

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

ARTICLE XII

REPRESENTATION FEE

SECTION 1 - Purpose

The Board and the Association agree that if an employee does not become a member of the Association during any membership year which is covered in whole or in part by this contract, said

employee will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as a majority representative.

SECTION 2 - Amount of Fee

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

SECTION 3 - Deduction and Transmission of Fee

A. Notification

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

B. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

SECTION 4

A. Termination of Employment

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

B. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

C. Changes

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

D. New Employees

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

SECTION 5 - Indemnification and Save Harmless Provision

A. Liability

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

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

B. Exception

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

ARTICLE XIII

MENTORING

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

ARTICLE XIV

BOARD'S RIGHTS

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

ARTICLE XV

MISCELLANEOUS PROVISIONS

SECTION 1

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

SECTION 2

Inasmuch as the Board may be hiring personnel for "extra services" for the coming year, a list of the titles of the positions for extra services for which the Board may hire, and the rates of compensation which it projects shall be paid, shall be given to the Association for informational purposes. The hiring of such personnel shall be at the discretion of the Board.

SECTION 3

Whenever any teacher is required to appear before any administrator or supervisor, board or any committee member, representative, or agent thereof concerning a disciplinary action, he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meetings or interview.

SECTION 4 - Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of both the Board and the Association shall clearly exemplify that there is no discrimination in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age or sexual orientation.

SECTION 5 - Postings

The Board shall post announcements of vacant positions in the Main Office of each school building.

ARTICLE XVI

FULLY BARGAINED PROVISIONS

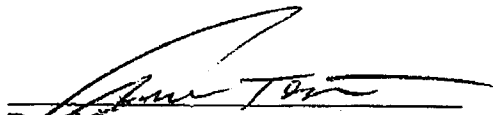
THIS AGREEMENT represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter,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


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

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

THE BOARD OF EDUCATION OF
TOWNSHIP OF MONTVILLE

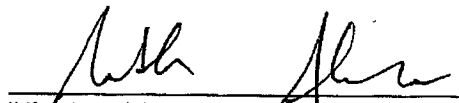
ATTEST:

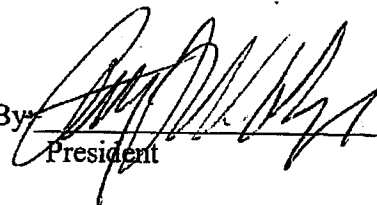

Board Secretary


By: 
President

THE MONTVILLE TOWNSHIP
EDUCATION ASSOCIATION

ATTEST:


Vice President

By: 
President


Vice President

MONTVILLE TEACHERS
ADVANCEMENT-PLACEMENT CHART

<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>
			1
		1	2
	1	2	3
1	2	3	4
2	3	4	5
3	4	5	6
4	5	6	7
5	6	7	8
6	7	8	9
7	8	9	10
8	9	10	11
9	10	11	12
10	11	12	13
11	12	13	14
12	13	14	15
13	14	15	16
14	15	16	17
15	16	17	17
16	17	17	17
17	17	17	17

SCHEDULE A
MONTVILLE - TEACHERS
SALARY GUIDES
2008-2009

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	43,500	46,280	49,060	51,840
2	44,000	46,780	49,560	52,340
3	44,905	47,685	50,465	53,245
4	45,675	48,725	51,235	54,215
5	46,550	49,510	52,110	55,090
6	47,525	50,735	53,085	56,385
7	48,600	52,030	54,160	58,140
8	49,775	53,285	55,335	58,995
9	50,975	54,605	56,535	61,115
10	52,175	55,855	57,735	63,715
11	54,075	57,885	60,555	67,435
12	56,625	60,965	64,065	71,465
13	59,525	64,125	67,425	74,325
14	62,775	68,775	72,775	80,155
15	66,375	71,775	76,975	83,725
16	70,325	75,225	80,825	88,245
17	74,625	80,520	85,300	93,500

Longevity:

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

SCHEDULE B
MONTVILLE - TEACHERS
SALARY GUIDES
2009-2010

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	46,000	49,250	52,500	55,400
2	46,698	49,948	53,198	56,078
3	47,396	50,646	53,896	56,696
4	48,095	51,095	54,095	57,095
5	48,300	51,300	54,300	57,300
6	48,500	51,710	54,500	57,500
7	49,485	52,915	55,485	59,025
8	50,555	54,065	56,555	59,775
9	51,725	55,355	57,725	61,865
10	53,225	56,905	59,225	64,765
11	55,625	59,435	62,105	68,985
12	58,325	62,665	65,765	73,165
13	61,325	65,925	69,225	76,125
14	64,625	70,625	74,625	82,005
15	68,225	73,625	78,825	85,575
16	72,125	77,025	82,625	90,045
17	76,325	82,220	87,000	95,200

Longevity

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

SCHEDULE C
MONTVILLE – TEACHERS
SALARY GUIDES
2010-2011

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	48,500	51,750	55,000	58,250
2	49,037	52,287	55,537	58,787
3	49,574	52,824	56,074	59,324
4	50,112	53,362	56,612	59,862
5	50,650	53,900	57,150	60,400
6	50,855	54,105	57,355	60,605
7	51,055	54,485	57,555	60,805
8	51,745	55,255	58,245	61,495
9	52,655	56,285	59,155	62,795
10	53,765	57,445	60,265	65,305
11	56,375	60,185	62,875	69,735
12	59,325	63,665	66,765	74,165
13	62,525	67,125	70,425	77,325
14	65,975	71,975	75,975	83,355
15	69,675	75,075	80,275	87,025
16	73,625	78,525	84,125	91,545
17	77,825	83,720	88,500	96,700

Longevity:

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

SCHEDULE D
COACHES' CLASSIFICATIONS

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

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

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

SCHEDULE E
COACHES' SALARY GUIDES – HEAD COACHES

	2008-09	2009-10	2010-11
CAT. 1	8824	9106	9106
	9258	9540	9540
	9997	10,279	10,279
	10,935	11,217	11,548
CAT. 2	6477	6759	6759
	6769	7051	7051
	7210	7492	7492
	8303	8585	8916
CAT. 3	6334	6616	6616
	6706	6988	6988
	7061	7343	7343
	8097	8379	8710

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

SCHEDULE F
COACHES' SALARY GUIDES – ASSISTANT COACHES

	2008-09	2009-10	2010-11
CAT. 1-A	5316	5598	5598
	5608	5890	5890
	6186	6468	6468
	6998	7280	7611
CAT. 1	4950	5232	5232
	5241	5523	5523
	5608	5890	5890
	6706	6988	7319
CAT. 2	4583	4865	4865
	4881	5163	5163
	5173	5455	5455
	6403	6685	7016
CAT. 3	4515	4797	4797
	4807	5089	5089
	5093	5375	5375
	6271	6553	6884

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

SCHEDULE G
ADVISOR'S STIPENDS
ELEMENTARY SCHOOL

<u>POSITION</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Play production	450	470	490
Clubs	807	843	878
Intramurals (60 hours)	1238	1294	1348
Intramurals (90 hours)	1845	1928	2009
Geography Club	1011	1056	1100
Math 24	1011	1056	1100
Peer Mediation/Tutoring	1051	1098	1144
Safety Patrol Club	1011	1056	1100
Science Club (2)	1011	1056	1100
Student Council (2)	1672	1747	1820
Art Club	807	843	878
Drama Club	807	843	878
Family Math	1011	1056	1100
Family Science	1011	1056	1100
Floor Hockey Club	807	843	878
Journalism Club	807	843	878
Musical Theater	807	843	878
Poetry Café	807	843	878
Tools for School (2)	1011	1056	1100

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

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

SCHEDULE H
ADVISOR'S STIPENDS
ROBERT LAZAR MIDDLE SCHOOL

<u>POSITION</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Basketball	932	974	1015
× Field Hockey	932	974	1015
× Softball	932	974	1015
Soccer	932	974	1015
× Gymnastics	932	974	1015
Forensics	2396	2504	2609
Jazz Music Program	932	974	1015
choir Music Program	564	589	614
Student Council	1270	1327	1383
Student Council-Assistant	932	974	1015
Eighth Grade Advisor	932	974	1015
Eighth Grade Advisor-Assistant	932	974	1015
Yearbook	2390	2498	2603
Newspaper	1194	1248	1300
Girls Gymnastics	1407	1470	1532
Builders Club	1194	1248	1300
× Just Say "NO"	932	974	1015
Art Club	932	974	1015
× Gifted & Talented (8)	1439	1504	1567
Theater	2239	2340	2438
Music Director-Theater Arts	857	896	934
Play Director	2239	2340	2438
Set Design/Construction	575	601	626
Choreographer	287	300	313
Choir	945	988	1029
Band	945	988	1029
Orchestra Director	563	588	613
Make-A-Wish (2)	1194	1248	1300
Math Counts (2)	1081	1130	1177
Environmental Club	945	988	1029
Fitness Club	945	988	1029
Computer Club	945	988	1029
Mentor/Advisory Coordinator	1420	1484	1546
NJ Peer To Peer (2)	974	1018	1061
Family Math Night (2)	1093	1142	1190
Flag Football	932	974	1015
Study and Organizational Skills	3006	3141	3273
Technical Support	543	572	596

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

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

SCHEDULE I
ADVISORS' STIPENDS
MONTVILLE TOWNSHIP HIGH SCHOOL

<u>POSITION</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Treasurer	2152	2249	2343
Class Advisor -			
Freshman	2558	2673	2785
Sophomore	2558	2673	2785
Junior	2558	2673	2785
Senior	2959	3092	3222
Forensics	8701	9093	9475
Assistant	1871	1955	2037
Yearbook -			
Layout	5328	5568	5802
Photography	3272	3419	3563
Business	1714	1791	1866
Literary Magazine	1595	1667	1737
Drama -			
Fall Production	3834	4007	4175
Musical	5429	5673	5911
Business Mgr.	836	874	911
Scenery Const.	2470	2581	2689
Marching Band -			
Director	8944	9346	9739
Assistant	3352	3503	3650
Band Front	3352	3503	3650
Orchestra Leader	1439	1504	1567
Ski Club -			
Advisor	1914	2000	2084
Assistant	877	916	954
Newspaper	3033	3169	3302
National Honor Society (2)	1520	1588	1655
Service Club (2)	2629	2747	2862
Jazz Ensemble	2006	2096	2184
Choral Director	1921	2007	2091
Art	1519	1587	1654
Future Business Leaders of America (2)	2390	2498	2603
Foreign Language	1519	1587	1654
World Language Honor Society	1519	1587	1654
Mathematics	1519	1587	1654
Science	1519	1587	1654
Varsity M	1519	1587	1654

SCHEDULE J
ADVISORS' STIPENDS
MONTVILLE TOWNSHIP HIGH SCHOOL

<u>POSITION</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Academic Decathlon -			
Advisor	2814	2941	3065
Assistant	2590	2699	2812
Computer	1519	1587	1654
Junior Stateman	1677	1752	1826
CHEF	1519	1587	1654
Project Link-Up	1519	1587	1654
Environment Club	1519	1587	1654
SAC (<i>Student Activity Council</i>)	2390	2498	2603
DECA (2)	2271	2373	2473
✗ After School SAT -			
English	2396	2504	2609
Mathematics	2396	2504	2609
International Concerns	1519	1587	1654
✗ National Student Union	1519	1587	1654
Bowling Club	1519	1587	1654
Volleyball Club	1519	1587	1654
Video Club	1519	1587	1654
Make-A-Wish	1519	1587	1654
SADD	1519	1587	1654
Weight Room Advisor (3) (one per season)	1314	1373	1436
Weight Room Summer	1858	1942	2023
✗ School-to-Career Coordinator	6411	6699	6980
FIRST ROBOTICS (2)	3417	3571	3721
✗ Rise Above Hatred (RAH)	1519	1587	1654
Badminton Club	1519	1587	1654
Community Crossing	1519	1587	1654
Operation Smile	1519	1587	1654
Future Educators of America	1519	1587	1654
Chess Club	1519	1587	1654
Science Olympiad (2)	2284	2387	2494
Drama Club (2)	2513	2626	2736
Mock Trial	1519	1587	1654
Federal Reserve Challenge	1519	1587	1654

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

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

SCHEDULE K

Teachers serving on K-12 curriculum revision committees shall be paid for curriculum revision/writing at the rate of \$300 per course for re-writing and \$600 for a new course after the board has approved it. New course curricula, paid at the rate of \$600 per new course, may be written out of the revision cycle and out of committee.

APPENDIX I

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

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

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

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

- 5 instructional periods;
- 1.5 preparation periods;
- .5 team planning periods;
- 1 duty free lunch period;
- 1 non-instructional duty period.

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

10/5/10
Board mtg
Agenda

SIDEBAR AGREEMENT

**MONTVILLE TOWNSHIP BOARD OF EDUCATION
AND
MONTVILLE TOWNSHIP EDUCATION ASSOCIATION
September 20, 2010**

WHEREAS, Montville Township Board of Education ("Board") and the Montville Township Education Association ("Association") are Parties' to a Collective Negotiations Agreement covering the term from July 1, 2008 through June 3, 2011; and

WHEREAS, Article VIII, Tuition Reimbursement of that Agreement requires in Section 1 that a committee would be established to determine which non-NCATE schools will be added to a list of institutions for which tuition reimbursement would be considered; and

WHEREAS, that committee has met and agreed that certain additional schools are appropriate for tuition reimbursement;

NOW, THEREFORE, be it resolved that in addition to the institutions already listed in Article VIII, Section 1, the following will be added: The College of St. Elizabeth, RTC courses through Gratz College, Canter (partnered with and offered through Walden University), Western Governor's University, Chapman University, Fordham University, University of Massachusetts-Lowell UMASS Online, Cambridge College-National Institute for Teaching Excellence, Nova Southeastern University, North Dakota State University, and Endicott College.

Montville Township Board Of Education

Dated:

Montville Township Education Association

Dated:

need
signed
copy

10/5/10
Board mtg
agenda

SIDEBAR AGREEMENT

**MONTVILLE TOWNSHIP BOARD OF EDUCATION
AND
MONTVILLE TOWNSHIP EDUCATION ASSOCIATION
October 4, 2010**

WHEREAS, Montville Township Board of Education ("Board") and the Montville Township Education Association ("Association") are Parties' to a Collective Negotiations Agreement covering the term from July 1, 2008 through June 3, 2011; and

WHEREAS, for budgetary reasons the Board elected not to approve the International Concerns Club, the Future Educators of America Club and the Environment Club at Montville Township High School for the 2010-11 academic year; and

WHEREAS, Schedule I, Advisors' Stipends, Montville Township High School of that Agreement establishes stipends for the 2010-11 academic year of \$1654.00 for each of those clubs; and

WHEREAS, the Board has determined that it is the interest of the students for these clubs to be approved for the 2010-11 academic year and some funds exist for this purpose; and

WHEREAS, because these clubs cannot be fully funded, the Board and the Association have agreed that the stipends for these clubs shall be adjusted for the 2010-11 year only, and

WHEREAS, the Board and Association agree that this shall not set a precedent between them,

NOW, THEREFORE, be it resolved that the 2010-11 stipends for the International Concerns Club, the Future Educators of America Club and the Environment Club at Montville Township High School shall be \$1,333.00 each.

Montville Township Board Of Education
Dated:

Montville Township Education Association
Dated:

need
signed
copy