

# **Agreement**

Between the

**Montclair Board of Education**  
and the  
**Montclair Education Association**

for the contract years

**2005-2008**

## TABLE OF CONTENTS

ARTICLE 1. DURATION OF AGREEMENT.	
ARTICLE 2 . RECOGNITION.	
ARTICLE 3. NEGOTIATION OF SUCCESSOR AGREEMENT	
ARTICLE 4. COMPENSATION.	
ARTICLE 5. MEDICAL BENEFITS.	
ARTICLE 6. ADDITIONAL DUTIES.	
ARTICLE 7. EMPLOYEES' WORK DAY, WEEK , AND YEAR	
7.1 TEACHERS.	
7.2 SECRETARIES:WORKYEAR, .	
7.3 MAINTENANCE/CUST./ REPRODUCTION PERSONNEL.	
7.4 TEACHING ASSISTANTS/AIDES: .	
7.5 SECURITY PERSONNEL	
7.6 TECHNICAL EMPLOYEES –	
ARTICLE 8. EMPLOYEES' WORKLOAD AND RELATED MATTERS.	
8.1 TEACHERS.	
8.2 SECRETARIES.	
8.4 TEACHING ASSISTANTS/AIDES.	
8.5 SECURITY PERSONNEL.	
8.6 TECHNICAL EMPLOYEES.	
ARTICLE 9. MEETINGS AND RELATED MATTERS.	
ARTICLE 10. VOLUNTARY TRANSFERS/REASSIGNMENTS.	
ARTICLE 11. INVOLUNTARY TRANSFERS/REASSIGNMENTS.	
ARTICLE 12. MENTORING, TUTORING, MISC. ENTITLEMENTS	
ARTICLE 13. LEAVES.	
ARTICLE 14. EMPLOYMENT PROCEDURES.	
ARTICLE 15. DISMISSAL, DISCHARGE AND DISCIPLINE	
ARTICLE 16. PROMOTIONS AND VACANCIES.	
ARTICLE 17. REDUCTION IN FORCE AND REEMPLOYMENT.	
ARTICLE 18. EMPLOYEES' RIGHTS	
ARTICLE 19. STUDENT TEACHERS.	
ARTICLE 20. ASSOCIATION RIGHTS AND PRIVILEGES.	
ARTICLE 21. DEDUCTIONS FROM SALARY.	
ARTICLE 22. REPRESENTATION FEE.	
ARTICLE 23. PERSONNEL - ADMINISTRATION LIAISON.	
ARTICLE 24. GRIEVANCE PROCEDURE.	
ARTICLE 25. PROTECTION OF EMPLOYEES, STUDENTS/PROPERTY.	
ARTICLE 26. MAINTENANCE OF CLASSROOM CONTROL/DISCIPLINE.	
ARTICLE 27. NONDISCRIMINATION.	
ARTICLE 28. EMPLOYEES' RIGHTS RESERVED	
ARTICLE 29. BOARD'S RIGHTS RESERVED.	
ARTICLE 30. MISCELLANEOUS.	
APPENDICES	

## Index

### **Aides—Teaching Assistants**

Compensation: 4.1, 4.9,  
8.4(c)  
Hours: 7.4,  
Duties: 8.4, 14.4,

**Athletic Trainer:** 4.1, 2.1,

**Assaults:** 25.2,

### **B&G Personnel**

Compensation: 4.1, 4.8,  
4.10,  
Hours 7.3,  
Overtime, 4.8  
Vacations: 7.3, 12.3  
Workload: 7.3  
Uniforms: 8.3(e)

**Complaints:** 18.5,  
**Contracts:** 14, 33.3

**Discipline:** 15,  
**Dues:** 4.6(b)

**Grievances:** 24

**Interim Employment:** 2.3

**Lead Teacher:** 4.5  
**Leaves:** 13.3  
**Longevity:** 4.12  
**LPDC Committee:** 4.17

**Medical:** 5.1

**Postings:** 10.1, 16.1,  
P. 49 I-2,  
**Promotions:** 16,

**Sabbatical:** 13.2

**Secretaries**

Compensation: 4.1, 4.7,  
Hours: 7.2, 12.3, 12.5,  
Vacations: 7.2, 12.3  
Duties: 7.2  
Workload: 7.2

### **Security**

Compensation: 4.1, 4.11,  
Hours: 7.5,  
Duties: 8.5, 7.5  
Workload: 7.5,

**Seniority:** 17.2, 17.3, 17.6,  
17.7, 17.8,

**Sick Leave:** 13,

**Summer School:** 2.1(f), 2.2, 4.2(e)

### **Teachers**

Compensation, 4.1, 4.2,  
4.3, 4.5, 4.6,  
Hours: 7.1,  
Duties: 6.1 to 6.5,  
Workload: 8.1, 9.2,  
Meetings: 9.1, 9.3, 9.4,  
9.5, 23.1  
Other: 4.4,4.2

### **Technical**

Compensation: 4.1, 4.12,  
Hours: 7.6  
Duties: 8.6  
Vacations: 7.6, 12.3

**Termination:** 14,

**Transfers:** 10.2, 10.3, 10.4, 11.1, 11.2,  
11.3, 11.4, 11.5, P49 I-2,

**Tuition:** 4.16

**Withholdings:** 4.13

**Agreement**  
Between the

**MONTCLAIR BOARD OF EDUCATION**  
and  
**MONTCLAIR EDUCATION ASSOCIATION**

for the Contract Years

**2005-2008**

AGREEMENT (hereinafter the "Agreement") made as of the 1st day of July, 2005, by and between the MONTCLAIR BOARD OF EDUCATION ("the Board and the MONTCLAIR EDUCATION ASSOCIATION ("the association) pursuant and subject to N.J.S.A. 34:13A et seq.

The Board and the Association (hereinafter sometimes referred to as "the parties) agree as follows:

**ARTICLE 1. DURATION OF AGREEMENT.**

1.1 The term of this Agreement shall commence on July 1, 2005 and end on June 30, 2008.

1.2 The period from July 1, 2005 to June 30, 2006 shall be the "First Contract year or "Year One," the period from July 1, 2006 to June 30, 2007 shall be the "Second Contract Year" or "Year Two," and the period from July 1, 2007 to June 30, 2008 shall be the "Third Contract year or "Year Three."

**ARTICLE 2 . RECOGNITION.**

2.1 Unit. The Board recognizes the Association as the sole and exclusive bargaining representative for the employees of the Board in the following categories, including those with tenure, those on probation and those on sabbatical leave, but not those on interim (i.e., non-contractual) or per diem appointments:

- (a) classroom teachers, including teachers of special education classes; librarians; nurses; psychologists; social workers; guidance counselors; Substance Awareness Coordinators, instructional specialists; traveling teachers; lead teachers, and house/team/subject leaders (all of the foregoing hereinafter sometimes referred to as "Teachers");
- (b) secretaries (hereinafter referred to as "Secretaries"); except
  - (1) Executive Sec. to Superintendent
  - (2) Executive Sec. to Assist. Superintendent
  - (3) Executive Sec. to Business Administrator
  - (4) Executive Sec. to Personnel Administrator
  - (5) Personnel Secretary Cert., negotiations.
- (c) custodians and maintenance personnel (hereinafter sometimes referred to as "Maintenance - Custodians");
- (d) teaching assistants/aides/job coaches working as regular employees of the Board;
- (e) reproduction center personnel;
- (f) summer school teachers;
- (g) non-manager/supervisory computer center personnel;
- (h) security personnel;
- (l) public relations specialist, data processing technician, and technician for testing and evaluation (hereinafter referred to as "Technical Employees"), ROTC personnel;
- (j) athletic trainer;
- (k) Computer/Technology Analysts

2.2 **Definition.** Teachers, Secretaries, Maintenance-Custodians, Teaching Assistants/Aides and other personnel set forth in Section 2.1 are sometimes hereinafter referred to collectively as "Employees," and individually as "Employee." Notwithstanding any other provision of this Agreement, employees in category 2.1(f) shall only be entitled to the benefits of Section 4.2(e) hereof.

2.3 **Interim Employment.** After four (4) consecutive months of employment, the employee shall be entitled to the then relevant, and then effective, salary rate for the position as set forth in the Collective Negotiations Agreement. After one year, the employee shall be entitled to sick days ~ one per month and the then effective health insurance benefits. "Interim Employees" are any employees regularly hired, who work 95% of a full school year as defined by the days on the adopted employee calendar (i.e., a full school year is 242 to 245 days in any given year).

**ARTICLE 3. NEGOTIATION OF SUCCESSOR AGREEMENT**

- 3.1 **Deadline.** The parties agree to commence negotiations with respect to a successor Agreement in accordance with N.J.A.C. 19:12-2.1. Such negotiations shall begin with the exchange of written proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing and signed by the parties.
- 3.2 **Information Exchange.** During negotiations, the Board and the Association shall promptly make available to the other, upon reasonable request, such information within their possession which is relevant and not privileged or confidential.
- 3.3 **Meetings.** Negotiating sessions shall be scheduled as mutually agreed upon.
- 3.4 **Exclusive Representation.** The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement, concerning the Employees in the bargaining unit, unless such organization first shall have been duly certified as the majority representative of such Employees.
- 3.5 **Procedure.** Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of the proposals set forth in section 3.1, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall make proposals and counter-proposals.

**ARTICLE 4. COMPENSATION.**

- 4.1 **Wages:** The parties agree to the salary guides and schedules annexed hereto and made a part hereof for certified and non-certified staff as identified. In particular, the parties agree as follows with respect to wage adjustments.
- A. **Certified Staff:** Salaries and stipends will be fixed according to the agreed upon and attached salary and stipend guides for teachers included in the appendices.
- B. **Secretaries, Custodian/Maintenance Employees**  
Salaries and stipends will be fixed according to the attached and agreed upon salary and stipend guides.
- C. **Teaching Assistants/Aides**  
Salaries and stipends will be fixed according to the attached and agreed upon salary and stipend guides. Salaries are considered hourly and based upon the number of hours assigned daily, the rate of pay and the number of working days in an employee's year.

In addition, the parties agree to establish an additional percent of annual compensation added to base as follows:

- Teaching assist./aides: with state cert. 3.5%; 3.75%, 4%
  - ...with a Bachelor's degree. (4 year), 2.5%, 2.5%. 2.75%;
  - ...with county substitute teacher certification, 2%;
- For aides serving as job coaches, 3.5%; 3.75%; 3.75%  
Only one of the above is applied to the base salary per employee.

D. **Security Officers**

Salaries and stipends will be fixed according to the attached and agreed upon salary and stipend guides.

- E. **Other:** In addition to the negotiated salary increases the District has implement skill based stipends for targeted job related skills based upon individual assessment measures for those skills for secretaries and B&G personnel. The stipends represent \$312, \$325, & \$338 per employee annually added to base. Secretaries with a Bachelor's degree will in addition receive an additional amount added to base salary equal to the above amount per year.

4.2 **Teachers' Additional Compensation.**

Additional compensation shall be paid to:

(a) guidance counselors, psychologists, social workers, and learning disability teacher consultants, holding their position as of July 1, 1988 as follows:

<u>(i) Step on Guide</u>	<u>Stipend</u>
11-13	1,285
14+	1,560

(ii) Speech therapists, holding their position as of July 1, 1988 as follows:

<u>Step on Guide</u>	<u>Stipend</u>
11-13	1,015
14+	1,175

Persons appointed after July 1, 1988 to these positions shall not be entitled to any stipend.

4.2(b) **Teacher's Additional Stipends**

The parties agree to adjust stipends as follows:

4 % per year of the agreement.

- (c) Certified Staff employed on a 12-month basis shall receive compensation in addition to that provided on Appendix A, of \$8,000 in year 1; \$8,325 in year 2; and \$8,660 in year 3.

- (d) Guidance counselors, LDTC's, speech therapist, psychologists and social workers who work additional days before or after the Teachers' school year will be paid during that time at the rate of pay equal to 1/200th of their annual salary for seven (7) hours, or proportionally less for fewer hours worked.
- (e) The above stipends are to be prorated for Teachers working less than full time.
- (f) **Summer school** compensation. Summer school teachers shall be paid based upon a 120-hour course load, as follows: \$4,779 in year 1; \$4,970 in year 2; and \$5,169 in year 3. Proportionate compensation will be paid for variable hours at the rate of \$41.00 in year 1; \$42.00 in year 2; \$43.50 in year 3.
- (g) **Senior Librarian** Compensation. Senior librarian shall receive compensation in addition to that provided on Appendix A, of \$9,550 in year 1; \$9,932 in year 2; \$10,330 in year 3. These stipends are to be prorated if such employee is working less than full time.
- (h) **Senior Nurse** Compensation. Senior nurse shall receive compensation in addition to that provided on Appendix A, of \$10,447 in year 1; \$10,865 in year 2; \$11,299 in year 3. These stipends are to be prorated if such employee is working less than full time.
- (i) **The hourly rate for teachers**, and compensation for staff who are involved in curriculum writing for the district shall be compensated as follows: \$41.00 effective 1/1/2006; \$42.00 year 2; \$43.50 year 3.
- (k) **Epi-pen trained Staff:** The board may designate staff who are trained and currently certified in the use of Epi-pen devices to serve as emergency resources for building nurses. \$500 prorated annually shall be paid to specifically designated staff for this service during school hours. Any trained employee designated as epi-pen coverage after normal school hours shall be paid at the hourly rate negotiated for teachers under 4.2(i) up to a maximum of 5 hours present per event. (i.e., a field trip would count as one event and payment shall be in addition to any field trip stipend.

4.3 **Traveling Employees.** Traveling employees serving more than one location shall receive a mileage allowance at the then prevailing IRS rate cents per mile upon presentation of appropriate documentation as determined by the Business Administrator.

4.4 **Leaders.** Compensation will be as follows:

	Yr. 1	Yr. 2	Yr. 3
Elem. team leaders	1629	1694	1762
Child study team leaders	"	"	"
Elementary subject leaders	2183	2270	2361
Middle house & subject leaders	"	"	"
Curriculum Leaders	2410	2506	2607
Compass Computer Lead person	1000	1040	1082

4.5 **Lead Teachers:** A lead teacher shall, in addition to his/her base salary, receive an annual stipend of \$3,200 in year 1; \$3,325 in year 2; \$3,460 in year 3. (prorated for time worked less than one year) in consideration for services, duties and responsibilities performed in the role of "Lead Teacher". This stipend shall be paid only to those holding the position of "Lead Teacher" designated in a job posted by the Board. The position shall be held for a period not to exceed one year, renewable thereafter at the Board's discretion". Lead Teacher positions shall be posted when vacant. Lead Teachers shall be notified of the renewal or non-renewal of the lead teacher position by May 15 annually.

4.6 **Stipends.** Extra duties shall be compensated as provided on the schedules attached hereto as Appendices E-1 and F. In the event that an Employee is unwilling or unable, for a continuous period in excess of three working weeks, to fulfill the duties and responsibilities of such stipended position, the Board may elect to terminate such stipend to such Employee and may replace such Employee in the stipended position, with another Employee; in such event, the terminated Employee shall be paid only a pro-rata share of the stipend. An Employee who is assigned by his/her supervisor to substitute for a stipended person for a period of less than three (3) weeks shall be compensated at the rate of \$39.78 per day in year 1; \$41.37 per day in year 2; and \$43.02 per day in year 3. Such compensation will be paid only when the assignment requires work beyond the Employee's regular work day, including his/her own stipended position. In filling substitute positions, volunteers will be sought before anyone is assigned involuntarily to the substitution.

- (a) **Lead Ticker Seller:** The stipend for lead ticket seller shall be redefined to include the time at games as a seller with no additional compensation. The compensation shall be redefined by season as specified in Appendix E:
- (b) **Professional Dues.** The Board, upon receipt of appropriate documentation, will reimburse each Teacher for professional educational dues (but not for political or collective bargaining related organizations) up to a limit of \$65, \$70, \$75 respectively for each of the Contract Years.

4.7 (a) **Secretaries' Compensation.** Secretaries shall be compensated as provided on the salary guides attached hereto as Appendices B-I to 3.

(b) Stipends shall be included in salary as follows:

- (1) Secretary to the **High School Principal**  
\$3910 -Year 1; \$4067 -Year 2; \$4229 -Year 3
- (2) Secretary to the **Dir. of B&G & Dir. of Curriculum**  
\$2351 - Year 1; \$2445 - Year 2; \$2543 - Year 3
- (3) **Accounts Payable Bookkeeper**  
\$2928 in year 1; \$3045 in year2, \$3116 in year 3

(c) **Overtime.** Overtime shall be paid at the regular hourly wage rate from 35 through 40 hours, and at the rate of 1-1/2 times the Secretaries' regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. Overtime worked on board of education property during holidays will reflect the double time hourly rate for the employee. Overtime performed at home during holidays continues to be paid at 1.5 the hourly rate of the employee. Compensatory time may be substituted for the hourly rate. If mutually agreed by the Secretary and his/her supervisor, the Secretary may receive compensatory time in lieu of money at the same rates as described above.

**4.8 Maintenance/Cust./Rep. Center Compensation.**

(a) Maintenance-Custodians and Reproduction Center Personnel shall be compensated as provided on the salary guide attached hereto as Appendices C-1 to C-3.

(b) **Overtime Pay.** Time worked beyond 40 hours per week shall be compensated at the rate of 1-1/2 times the normal hourly rate of pay.

Overtime on Sundays and holidays as set forth in the Twelve Month Calendar shall be compensated at double the normal hourly rate, except for (i) regularly scheduled building checks by a custodian making the check, or his designated replacement, and (ii) third-shift Employees, which will be compensated at 1-1/2 times their normal hourly rate.

- On the full day preceding any holiday, overtime shall be compensated at 1-1/2 times the normal hourly rate.
- On early closing days (as set forth in the 12-month calendar), any time worked beyond 5-1/2 consecutive hours shall be compensated at double the normal hourly rate.
- Snow removal scheduled and performed at time other than regular work hours shall be compensated at the rate of two times the normal rate.

(c) Differentials, paid as follows will be included for overtime and pension computations:

	<u>Year 1</u>	<u>2</u>	<u>3</u>
(1) State Licensed Journeyman	\$2287	\$2378	\$2474
(2) Leadman (supervising at least one other employee at least one half of the year)	\$2287	\$2378	\$2474
(3) Boiler Operators			
a. Bradford, Edgemont, Rand	\$1940	\$2017	\$2098
b. Glenfield, HS Annex, CO Heating Plant, Nishuane, Northeast, Watchung	\$2137	\$2223	\$2312
c. High School, Mt. He. Hillside	\$2339	\$2433	\$2530
(4) Second and third shift	\$1353	\$1407	\$1463
Split shift	\$ 677	\$ 704	\$ 732

(d) In all schools the person designated to assume the duties of the **Head Custodian** in his absence shall, after an aggregate of twelve (12) working days sick absences of the Head Custodian in a contract Year, have his pay raised by fifteen (15%) for days worked thereafter as acting Head Custodian except for vacation periods to last the duration of time when the Head Custodian is absent.

(e) The Board shall reimburse Maintenance-Custodians for the costs, including fees for tests, of any licenses required for their employment.

(f) Custodians or maintenance employees who are assigned to two or more job sites during the same work day shall be granted a minimum of fifteen (15) minutes travel time from one site to another.

(g) Maintenance and other personnel using their own vehicle for job related duties shall be reimbursed at the IRS prevailing rate.

**4.9 (a) Teaching Assistants/Aides Compensation.** Teaching Assistants shall be compensated as provided on the salary guides attached hereto as App. D.

(b) **Overtime.** Time worked beyond forty (40) hours per week shall be compensated at 1-1/2 times the normal hourly rate.

**4.10 (a) Security Personnel Compensation.** Security Personnel shall be compensated as provided on the salary guide attached hereto as Appendix D.

(b) **Overtime Pay.** Time worked beyond forty (40) hours per week shall be compensated at the rate of 1-1/2 times the normal hourly rate of pay. Overtime worked on board of education property during holidays will reflect the double time hourly rate for the employee. Overtime performed at home during holidays continues to be paid at 1.5 the hourly rate of the employee.

(c) **Guaranteed Minimum: Call Back** In the event the Board exercises its authority to recall security personnel after 1.5 hours has elapsed from the close of the security officer's regular shift, said security officer shall be guaranteed 1.5 hours regardless of the time worked, provided said security officer actually reports for the assignment. The security officer shall be paid at 1.5 times the regular hourly rate if otherwise qualified for overtime pursuant to sub-section(b) above for work performed under this section.

The Board reserves the right to choose and assign security officers to be recalled. Upon recall, the Board reserves the right to direct said security officer to work for the duration of the minimum guaranteed time.

4.11 (a) **Technical Employees' Compensation.** Technical Employees shall be compensated as provided in App. D.

(b) **Overtime.** Overtime shall be paid at the regular hourly wage rate from 35 to 40 hours, and at the rate of 1-1/2 times the Technical Employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. Overtime worked on board of education property during holidays will reflect the double time hourly rate for the employee. Overtime performed at home during holidays continues to be paid at 1.5 the hourly rate of the employee. Compensatory time may be substituted for the hourly rate. If mutually agreed by the Technical Employee and his/her supervisor, the Technical Employee may receive compensatory time in lieu of money at the same rates as described above.

4.12 (a) **Longevity.** For the purposes of this section, Longevity Employees are Employees who, at the end of any Contract Year, shall have completed 18 full years of employment with the Board and 25 full years for the additional stipend.

(b) On or before the end of the First Contract Year, and each succeeding Contract Year, the Board shall pay the applicable Longevity Payment to each Employee who is or has become a Longevity Employee during such Contract Year.

(c) Longevity with respect to each Contract Year shall be:

<u>Certified Staff Longevity</u>			
	<u>18 Years</u>		<u>25 Years (additional)</u>
Yr. 1	\$2000	+	\$2000
Yr. 2	\$2100	+	\$2100
Yr. 3	\$2200	+	\$2200

  

<u>Non-Certified Staff Longevity</u>			
	<u>18 Years</u>		<u>25 Years (additional)</u>
Yr. 1	\$1900	+	\$2000
Yr. 2	\$2000	+	\$2100
Yr. 3	\$2100	+	\$2200

Note: Twenty-five year longevity is in addition to eighteen year longevity.

4.13 **Withholding Increments.** Employment or adjustment increments may be withheld for inefficiency or other just cause related to an Employee's performance of duties, but only in accordance with the following:

(a) The Employee is evaluated in accordance with applicable Board policy or procedure;

(b) The immediate supervisor and or the principal shall not forward any recommendation to withhold an Employee's increment or a part thereof through the Superintendent to the Board unless at least forty-five (45) calendar days prior thereto, and in no case later than April 1 of the preceding school year in which such action would take effect, the supervisor/principal has given to the Employee as to whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to furnish the Employee an opportunity to correct and overcome such cause(s) provided however, this provision shall not apply to instances of serious inefficiency occurring on or after March 1, or to cause other than inefficiency.

(c) Any Employee who has had an employment increment or adjustment increment withheld under this provision shall be restored to guide the year following the withholding of the increment. In the event an employee suffers the withholding of an increment on at least two occasions after July 1, 1996 while in the employ of the Board, then the difference in compensation occasioned by the withholding of the increment shall remain constant for the balance of the employee's employment by the Board.

4.14 **Payment Method.** Employees shall be paid as follows:

(a) Each employee employed on a twelve(12) month basis shall be paid in twenty-four(24) semi —monthly installments payable on the 15th and the last working day of the month.

(b) Each employee employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, payable on the 15th and the last working day of the month.

(c) Each Employee may individually elect to have ten per cent (10%) of his monthly salary deducted from his pay. These funds shall be paid to the Employee on the final pay day in June.

(d) When a pay day falls on or during a school holiday, vacation, or weekend, Employees shall receive their paychecks on the last previous working day.

(e) Each Employee shall receive his final pay on his last working day in June.

(f) **Overtime and Time Report payments** shall be made twice each month in accordance with a schedule established by the Board. Time report sheets and overtime sheets shall be submitted to the employee's supervisor no later than the second scheduled due date after the work is performed.



- 4.15 **Clinics and Workshops for Coaches** shall be made available on the same basis as other workshops. The Board will pay mileage when coaches are directed or authorized to attend clinics or awards dinners.
- 4.16.1 **Tuition Reimbursement.** The Board shall allocate the sums of \$65,000 in Year One, \$70,000 in Year Two and \$75,000 in Year Three towards tuition reimbursement for employees who work twenty (20) or more hours per week. The total reimbursement amount per year covers actual expenses for tuition only and is pro-rated among all those eligible employees applying: (1) not to exceed the employees actual cost and, (2) not to exceed the amount equal to the cost of tuition for 3 credits at Rutgers University per year per employee. It shall be available only for approved courses pursuant to Board regulations.
- 4.17 **Professional Development.** The Board and the Association support the principle of continuing to train teachers and improve instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his/her own problems, functions, interests, and needs.

In any given year, the Board will provide in-service professional development experiences that will assist the teacher in attaining the required 100 hours of continuing education. The district experiences will be sufficient to allow the employee to meet the required progress commencing with the September 2000 school year.

Members of the MEA who serve on the district **LPDC committee** will receive the following stipends for each year of the contract:

Chair: \$3,375, \$3,519, \$3,650 respectively for the 3 contract years. Up to three others: \$843, \$877, \$912 to each person respectively for the 3 contract years.

#### **ARTICLE 5. MEDICAL BENEFITS.**

- 5.1 (a) **Medical/Surgical.** The Board agrees to provide for Employees and the Employee's dependents, if such dependent coverage is desired by the Employee one hundred percent (100%) of the cost of medical benefits for employee working over 20 hours per week with the following conditions:
- Equal or better coverage in the event that the Board chooses to change.
  - Blue Select at a 100/70% fee structure and a co-pay of \$20.00.
  - Blue Choice at a 100/80% fee structure and a co-pay of \$10.00

The parties specifically agree that all new hires up to 6/30/2006 shall be placed in the Blue Choice program upon hiring (i.e., those employed for the first time by the district). Such new employees shall be required to remain in the Blue Choice program for at least 3 years, at which point each may select Blue Select at the employee's option.

Beginning 7/1/2006, all new employees will be enrolled in Blue Choice and remain there. Employees starting on or after 7/1/2006 may elect to participate in Blue Select for an annual contribution of:

- \$750 for single coverage,
- \$850 for HW or PC coverages, and
- \$1,000 for family.

Other HMOs are available at the difference in costs between Choice and the other plans.

The parties expressly acknowledge that the issue of eligibility for medical benefits (i.e. 20 hours per week threshold) was discussed in bargaining. The Board expressly reserves its right to adopt appropriate resolutions modifying this threshold as non-negotiable. The MEA reserves the rights to challenge such resolutions as negotiable.

(b) **Long Term Care Insurance** - the Board shall make available for employees to purchase at their own expense, an optional Long Term Care Insurance if available, through its then existing insurance carrier, provided that the Board's experience rating does not impact on the overall premium to be paid by the Board for medical benefits.

- 5.2 **Dental.** The Board agrees to continue to provide the existing group dental insurance program for all Employees and Dependents.

Dental Insurance for Retirees - Dental insurance for retirees may be purchased through the Board's insurance carrier at the retiree's expense provided the retiree is eligible, the plan is available and the individual has 15 years of service with the Board, and is retired. The rate for said coverage shall be as determined annually by the Board."

- 5.3 The Board will provide benefits under Article 5 to the domestic partners of employees who have established a Registered Domestic Partnership through approved governmental agencies and can provide a "Certificate of Domestic Partnership" to the board. If a domestic partnership ends, the employee must notify the board in writing so that the board may remove the former domestic partner and his or her dependents from all benefit plans they were receiving.

#### **ARTICLE 6. ADDITIONAL DUTIES.**

- 6.1 **Limitation.** Certificated professional employees shall not be required to perform any of the following duties as part of their employment or within the compensation provided for in Article 4:
- (a) chaperoning;

- (b) ticket selling;
- (c) ticket taking;
- (d) clean up;
- (e) ushering;
- (f) supervision of students present but not participating in the activity (not meant to regard students at a dance as "participating");
- (g) substitute for building administrators;

However, certified staff may be required to chaperone, take tickets, usher and/or supervise students present but not participating in the activity (not meant to regard students at a dance as "participating") which may occur outside the normal school day, without additional compensation, provided that their duties do not require additional time beyond that specified in Article 9.3.

- 6.2 **Assignment to After-School Responsibilities.** Except to the extent that such activity is included in the normal responsibilities of his position, no Employee shall be required as part of his employment to serve as adviser, coach or supervisor, or in any similar role with respect to any student clubs, organizations or teams, or any similar activities, to the extent such activities are carried on outside normal school hours.
- 6.3 **Declining After-School Responsibilities.** When asked to accept an assignment described in Section 6.2, the Employee shall be told that he can refuse without prejudice. If the Employee accepts such an assignment, he shall be informed of the duties, responsibilities and stipend in connection therewith.
- 6.4 **Transporting Students.** Teachers shall not be required to drive students. A Teacher may do so voluntarily with the advance approval of his principal or immediate supervisor. He shall be compensated at the then prevailing IRS rate for the use of his own automobile upon presentation of appropriate documentation as determined by the Business Administrator.
- 6.5 (a) **Overnight Chaperone:** chaperone staff who participate in overnight trips sponsored by the Board shall receive a stipend of \$100 per night Monday through Friday for the duration of contract, and \$150 per night Saturday night and Sunday night for the duration of the contract. Such stipend shall be paid only if the staff member remains with the participants for the duration of the trip provided said staff has received prior written approval from a person designated by the Board for that purpose.
- (b) These stipends do not apply to trips outside North America.

## ARTICLE 7. EMPLOYEES' WORK DAY, WORK WEEK, AND WORK YEAR

### 7.1 Teachers.

((a) **Responsibilities.** As professionals, Teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to clock in or clock out by hours and minutes.

((b) **Teachers Work Year, Vacations And Holidays.**

(1) Teachers. The work year and holidays for Teachers are as found in the adopted school calendar. It shall be a maximum of 187 days. In order to provide additional support, the Board will require all non-tenured certified staff to attend two days of in-service prior to the opening of school. The August in-service shall be for aligning the districts objectives and the individuals Professional Development Plans and will count toward the state required 100 hours of Professional Development.

An additional 4 Hours of In-service for teachers new to the profession may be required between September and June with no additional compensation.

(2) **Twelve-Month Guidance Counselors.** These employees shall follow the adopted Twelve-Month Calendar.

(3) **High School Guidance Counselors.** Except as set forth in 7.1-), all high school guidance counselors, psychologists, LDTC's and social workers may be asked to work voluntarily up to 10 workdays after the close of school and up to 10 workdays prior to the opening of school with pay at their contractual rate.

(4) Psychologists, LDTC's and Social Workers (Child Study Team members) may be required to work the five (5) work days immediately before and the five (5) workdays immediately after the required days for teachers with compensation to be paid in accordance with 4.2 (c). Volunteers may be sought prior to assignment of work in the sole discretion of the Director of Pupil Services or his/her supervisor. Child Study Team members shall be notified of assignment of work no later than May 15. No individual Child Study Team member shall be assigned work for more than two consecutive summers. Child Study Team members shall be assigned to work only on tasks included in their job descriptions.

(5) All other guidance counselors will follow the school calendar.

(6) **11 month positions:** When the board approves a position that is an eleven month certified position, it shall be paid over 12 months and will include 20 days of work beyond the school calendar in either July and/or August, The employee will work for the remainder of the year under the 10 month school calendar. The income should be considered pensionable. The amount for the additional work will be the amount negotiated for summer school. The board and association agree that staff may not be transferred involuntarily into 11 month positions, but may be transferred out of 11 month positions into comparable 10 month positions.

7.1 (c) **Teachers' Vacations.** Vacations for Teachers are as set forth in the school calendar. Vacations for 12-month Certified Staff shall be 25 days plus the working days between December 25 and Jan. 1<sup>st</sup>.

7.1 (d) **In-School Workday/Duty Free Lunch.** The total in-school workday of Teachers shall consist of not more than four hundred forty (440) minutes, except as provided in Sections 9.1 and 9.2.

Teachers shall be entitled to a daily duty free lunch period equal to that provided to their students but in no case less than 40 minutes per day.

7.1 (e) **Arrival and Departure.** Except as provided in Sections 9.1 and 9.2, a Teacher shall not be required to report for duty earlier than ten (10) minutes before the opening of the pupils' school day and shall be permitted to leave twenty (20) minutes after the close of the pupils' school day. On days preceding holidays or vacations, the Teachers' day shall end at the close of the pupils' day, except on Thursday early closings.

7.1 (f) **Lunch Periods.** Teachers shall have a daily duty-free lunch period of at least equal in duration to that of the students, as follows:

- (1) Elementary Schools - fifty (50) minutes
- (2) Middle Schools - forty (40) minutes
- (3) High School - one instructional period; except that all school nurses shall have fifty (50) minutes.

7.1 (g) **Leaving Building.** Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods or periods in which they are not involved with students, provided, however, that Teachers, as a matter of general practice, are expected to be available in the building during planning periods. Teachers shall notify the building administration or an office secretary, upon leaving and returning.

## 7.2 Secretaries: Workyear, Workweek, and Workday.

(a) **Ten-Month Secretaries' Work Year.** The work year for ten month secretaries begins September 1 and ends June 30 each year according to the 10 month secretarial calendar.

The work year shall be a maximum of 193 days, except one 10-month Secretary in each elementary school with two or more full-time secretaries and one in each middle school (to be selected by seniority in schools with more than one such secretary) will be available for work during the 10 working days prior to Labor Day. Each such Secretary who works during such period will be paid the normal daily rate for days actually worked prior to September 1. Secretaries assigned to work outside the 10 month calendar during the summer shall be paid ten dollars (\$10) per day pro rata up to a total of \$100 in addition to their normal daily rate of pay for such days worked. The secretary has the option of taking the time as paid time or substitute up to two (2) days compensatory time which may be used before/after a holiday with the approval of the supervisor.

(b) **Twelve-Month Secretaries' Work Year.** The work year begins on July 1 and ends on June 30<sup>th</sup> each year. The work year for 12-month Secretaries shall not exceed 250 days which shall include vacation.

(c) **Eleven-Month Secretaries' Work Year.** The work year for 11-month Secretaries begins on July 1 and ends June 30<sup>th</sup> each year and shall not exceed 213 working days. The salary for this position shall be ten percent (10%) more than a ten-month Secretary. Eleven-month Secretaries shall be allowed eleven (11) days sick leave. All unused sick days shall accumulate.

7.2 (d)-1 **Secretaries' Vacations (Ten-Month).** Vacations for Secretaries employed on a ten-month basis are as set forth in the Secretaries' calendar.

(d)-2 **Secretaries' Vacations (Eleven-Month).** Vacations for Secretaries employed on a eleven-month basis are as set forth in the Secretaries' calendar.

(d)-3 **Secretaries' Vacations (Twelve Month).** Paid vacations for Secretaries employed on a twelve-month basis shall be:

### Time Completed Vacation Entitlement

Vacation Entitlement for secretaries:

Less than 1 year - One day per completed month of employment to a maximum of 10 days.

1-3 years	10 days
4-5 years	13 days
6-10 years	16 days
11-19 years	20 days
20-24 years	21 days
25+ years	22 days

In addition to the above, one family "holiday" day may be taken. This day must be taken between December 25th and January 1st and will not be considered one of the days in the above table.

7.2 e (1) Notwithstanding any other provision of this Agreement, Secretaries and Technical Employees shall not be required to work on December 24 or December 31.

(2) When schools are closed because of inclement weather or other emergencies, secretaries shall not be required to work. Such absence shall not be charged against any contractual time off.

(3) Secretaries working in offices during the winter times in which schools are generally closed will be provided reasonably heated and secure zones in which to do their work, or when requested, space heaters ample for the area will be provided.

7.2 (f) **Workday:** A secretary's workday consists of seven (7) hours, exclusive of lunch period. The normal workweek shall be thirty-five (35) hours. Overtime shall be as per 4.7C.

### 7.3 Maintenance/Cust./ Reproduction Center Personnel.

a. **Work year:** Buildings and Grounds personnel contracts begin on July 1 and end on June 30. The work year and holidays are as found in the adopted 12 month calendar. It shall be a maximum of 250 days.

b. **Work week:** Full time Personnel shall work a minimum of 20 hours per week to a maximum of 40 hours Monday through Friday exclusive of lunch. Salaries for employees working below 40 hours per week is prorated to the actual time worked.

c. **Work day:** the normal workday shall be eight (8) hours, not including a thirty (30) minute lunch break for maintenance employees and sixty (60) minute lunch break for custodial employees.

d. **Early closing days:** On early closing days (as set forth in the twelve-month calendar) the workday shall be five and one-half (5-1/2) consecutive hours with starting times scheduled by the head custodian, with approval of the Supervisor of Plant Operations, and any time worked beyond 5-1/2 consecutive hours on such days shall be compensated as set forth in section 4.8 (0). Beginning with the day following the last school day for teachers and ending the day before the first school day for teachers (all as set forth in the school calendar) the normal workday shall be seven and one-half (7-1/2) hours not including lunch break, and the normal working day shall begin at 7:30 a.m., or in accordance with the non-summer work schedule as determined by the Director.

e **Work Changes.** Any changes of work shifts for Maintenance-Custodians shall be made on a voluntary basis, or if no volunteer is available, then on an involuntary basis, in inverse order of seniority. Shift changes may be made in emergency situations on a temporary basis only; but may be made otherwise, for good cause.

f **Posting Work Schedules.** Work schedules showing shifts, workdays and hours shall be posted in each school and office.

g **Required Overtime.** Maintenance-Custodians may be required to work a reasonable amount of overtime. Overtime shall be arranged on an equitable basis.

h **Overtime Availability.** Overtime work shall be offered to Maintenance-Custodians in the positions to which the work relates, and will be distributed as equitably as possible among custodians who have indicated a desire to work overtime in any particular building and among maintenance staff in tasks outside an area of specialization.

i Maintenance employees shall check in and out of the maintenance office at the beginning and end of each workday.

j Custodial employees shall check in and out with the Head Custodian or sign in or out in his/her absence.

k Maintenance/Custodian/Reproduction Center Personnel Vacations. Paid vacations for Maintenance-Custodians and Reproduction Center personnel shall be:

Time Completed	Vacation Entitlement
Less than 1 year	One day per completed month of employment to a maximum of 10 days.

1-3 years	10 days
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4-5 years	13 days
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6-10 years	16 days
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11-19 years	20 days
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20-24 years	21 days
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25+ years	22 days
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In addition to the above, one family "holiday" day may be taken. This day must be taken between December 25th and January 1st and will not be considered one of the days in the above table.

### 7.4 Teaching Assistants/Aides: Workday, week and year.

a. **Work year:** The contract for aides begin on the first day of the school calendar and ends on the last day of school for students. Aides are employed and paid on an hourly basis for actual time worked.

b. **Work day:** The normal workday for a full-time Teaching Assistant shall be a minimum of four (4) hours per day, the time stated in each Teaching Assistant/Aide's contract, exclusive of a lunch period.

c. **Lunch:** Each full time Teaching Assistant/Aide shall be entitled to a lunch period equal to that of the teacher he/she is assigned to work with. A Teaching Assistant/ Aide who is not assigned to any teacher, or is assigned to more than one teacher, shall have a lunch period of not less than forty (40) minutes.

### 7.5 Security Personnel

a. **Work year:** The work year and holidays for Security personnel are as found in the adopted school calendar. It begins on the first day of the school year and ends on the last day of the school year for students. It shall be a maximum of 187 days.

b. **Work week:** Full time Security Personnel shall work a minimum of 20 hours per week to a maximum of 37.5 hours exclusive of lunch. Time worked below 37.5 hours per week is prorated to the actual time worked.

- c. **Work day:** The maximum hours worked per day which reflects an 7.5 hour day
- c. **Lunch:** Security working more than 4 hours per day will be entitled to a thirty (30) minute lunch.

**7.6 Technical Employees and Computer Technology Analysts**

- a. **Work year:** The work year and holidays for technical employees are as found in the adopted 10 month secretarial or 12 month secretarial contract depending on their individual employment contract. The year begins on the first day of their employment calendar and ends on June 30<sup>th</sup>.
- b. **Work week:** Full time Technical Personnel shall work a minimum of 20 hours per week to a maximum of 35 hours exclusive of lunch. Time worked below 35 hours per week is prorated to the actual time worked.
- c. **Work day:** The maximum hours worked per day reflect 7 hours exclusive of lunch.
- d. **Lunch:** Technical personnel working more than 4 hours per day will be entitled to a thirty (30) minute lunch
- e. **Technical Employees' Vacations:** Paid vacations for 12 month Technical Employees shall be the same as the schedule in 7.2(e).

**ARTICLE 8. EMPLOYEES' WORKLOAD AND RELATED MATTERS.**

**8.1 Teachers.**

- (a) **Current Practice.** The Board agrees to negotiate any substantial change in current practice in hours and load at the elementary, middle and high schools prior to implementation thereof, during the terms of this Agreement.
- (b) **Lesson Plans.** Teachers shall maintain lesson plans that shall be made available to the building administration upon individual request. Teachers shall provide substitutes with lesson plans.
- (c) **Subject Area Limitations.** Teachers of seventh and eighth grade and high school teachers shall not be assigned to teach in more than two departmental areas, nor shall they be assigned to more than three distinctly different courses within or across the departmental areas; provided that the limitations contained in this subsection shall be waived for a school year or portion thereof when curriculum and scheduling so require, as determined by the principal after consultation with the department chairperson (or subject matter leader in the middle school) and the Teacher, and by the Superintendent; and provided, further, that in no event shall any such Teacher be required to teach more than four distinctly different courses. This subsection shall not apply to the alternate programs.
- (d) **Consecutive Period Limitations.** High School teachers shall not be scheduled to instruct more than three (3) classes or two (2) double period classes consecutively. Middle School teachers shall not be scheduled to instruct more than four (4) classes or two (2) double period classes consecutively. This provision applies only to classes that meet on a daily basis and exceptions are permitted with Teacher approval.
- (e) **Elementary Planning Time.** All EC-5 teachers shall be guaranteed a minimum daily preparation or planning period of forty (40) minutes, and not less than two hundred (200) minutes per week. The planning or preparation period of forty (40) minutes herein shall be consecutive whenever possible at the discretion of the Board.

(f) **Substitutes.** The Board will attempt to provide qualified substitute teachers for absent Teachers. If a substitute is not furnished, the Board agrees to compensate teachers who voluntarily substitute in place of the absent Teacher at the following rate per period or fraction thereof worked as a substitute according to the following:

	Losing Planning/Lunch	Other
Year 1:	\$28.00	\$20.00
Year 2:	\$29.00	\$20.00
Year 3:	\$30.00	\$20.00

When up to a full day is required of one teacher, the payment will be the highest per diem substitute teacher rate.

(g) **Notice.** Teachers, including newly appointed teachers, shall be given notice of their building, class or subject assignments for the coming year as soon as practicable after such assignments shall have been determined. If such assignments shall be changed after such notice has been given, notice of such changes shall be given promptly in writing thereafter to the teacher involved.

(h) **Alternate Forms of Scheduling** - The parties agree that the Board at its discretion may implement a workday schedule other than that which comports with subsection (a) through (e) above shall not apply when such a "block schedule" is implemented."

When block scheduling applies, the length of a workday for classroom teachers shall not exceed an average of 440 minutes per day including preparations and duty free time, and shall otherwise be consistent with the "pupil contact time" defined below. This does not include activities such as faculty, department and grade-level meetings, back -to-school nights, evening parent conferences and other similar meetings.

(i) **Effect of Block Scheduling** - When the Board implements block scheduling at any location, such implementation shall not affect the total load or hours of the staff involved; rather the scheduling merely rearranges the order of those duties, either instructional, planning, or supervisory. There shall be no more than two blocks consecutively not to exceed a total of 180 minutes. The MEA reserves the right, as always, through the regular grievance procedures, to grieve what it perceives to be any change or inequity created by block scheduling.

**Pupil Contact Time:** Pupil contact time is defined as the number of scheduled class minutes to which a teacher is assigned classroom instruction and/or supervisory duties. It specifically excludes homeroom and the ten (10) minutes before and twenty (20) minutes after school. The pupil contact time for classroom teachers assigned to the high school and the middle schools shall not exceed 1250 minutes per week and 1500 minutes per week at the elementary school, averaged over the school year.

(j) **Planning time under Block Scheduling:** Planning time shall total an average of 200 minutes per week.

(k) Whenever the minimum preparation/conference time is not provided for reasons other than the exceptions listed in this Article, the teacher affected shall be compensated for said time on the basis of a pro rata share of the current planning time coverage rate pay under Article 8.1 (f). Exceptions to preparation conference time at the elementary and secondary levels shall be:

1. Abbreviated days
2. Parent conference days
3. Shortened days
4. Field trips
5. Conference attendance or visitation
6. Special assembly programs
7. Schedule adjustment made for field days or other activities
8. Conferences with supervisors (one-day notice)
9. Sudden illness or inadequate notice of absence by staff

(l) **Reduced Load for AP Classes:** There shall be no more than three(3) AP classes assigned to a teacher. However, if it becomes necessary to assign a fourth class, the teacher shall receive a stipend of \$1000 for that fourth class. The one teaching reduction for two or more AP classes will be continued.

#### 8.2 Secretaries.

(a) **Changes.** The Board agrees to negotiate with Secretaries and the Association with respect to any substantial changes in hours and load for such Secretaries, prior to the implementation thereof, except for emergencies or other good cause.

**Changes in Annual Employment Schedule.** In the event the Board exercises its authority to change a secretary's annual employment schedule (e.g. from ten (10) months to eleven (11) months or twelve (12) months, or from twelve (12) months to eleven (11) months or ten (10) months, the Board shall provide the affected secretary with notice of such change no less than forty-five (45) days prior to the effective date of such change. Notice shall not be required in the case of voluntary requests for a change in the secretary's annual employment schedule, changes resulting from a reduction in force and or change resulting from the termination of a secretary.

(b) **Job Description.** Job descriptions for secretaries shall be maintained in each school building and the Central Office. Departures from the duties set forth in the job descriptions shall be for emergencies only.

(c) **Assignment Changes.** Any Secretary whose assignment for the coming contract year will be changed from the current contract year, shall be notified in writing of such changed assignment promptly after the changed assignment shall have been determined.

#### 8.3 Maintenance-Custodians.

(a) **Changes.** The Board agrees to negotiate with Maintenance-Custodians and the Association with respect to any substantial changes in hours and load for such Maintenance-Custodians prior to the implementation thereof, except for emergencies or other good cause.

(b) **Job Descriptions.** Job descriptions for Maintenance-Custodians shall be maintained in each school building and at the Central Office. Departures from the duties set forth in the job descriptions shall be for emergencies only.

(c) **Excluded Maintenance.** Maintenance-Custodians shall not be required to maintain the personal possessions of Board staff.

(d) **Uniforms.**

(1) Newly employed custodial or maintenance employees shall receive four (4) uniforms after one month under contract. These uniforms are to be worn during working hours. The Board will also grant a \$100 allowance for safety shoes to each new employee, provided such shoes are purchased and worn during working hours. After the first year of employment, each custodial/maintenance employee shall have an annual allowance for the purchase of additional and replacement uniforms, winter jackets and shoes. The annual uniform allowance shall be: \$200 in Year 1; \$200 in Year 2; \$200 in Year 3. The annual safety shoe allowance shall be \$100 in Year 1; \$100 in Year 2; \$100 in Year 3.

Uniforms and jackets shall be purchased through the Department of Buildings and Grounds, in accordance with a price list posted in the Department Office. Shoes may be purchased independently and reimbursement, up to the amount available in the employee's uniform allowance account, shall be made upon the submission of a sales receipt.

(2) The Board will continue to make available foul weather gear as previously provided by the board.

(3) Safety gear shall be used as provided by the Board of Education in compliance with safety regulations.

#### 8.4 Teaching Assistants/Aides.

(a) **Job Description.** The Board agrees that a current job description for Teaching Assistants/Aides shall be distributed to each school Teaching Assistant/Aide with the Teaching Assistant/Aide contract or at the time of employment. The Board

agrees to consult with Teaching Assistants/Aides covered by a particular job description and the Association prior to any revision of it.

(b) **Assignment and Supervision.** The Board Agrees that Teaching Assistants/Aides will not be used to replace any certificated staff members in existing certificated positions (a Teaching Assistant who is certificated, however, may apply for openings for certificated positions) and except in an emergency, no Teaching Assistant/Aide shall replace a certificated staff member in the classroom. The regular duties of Teaching Assistants/Aides shall be confined solely and exclusively to such duties as would assist certificated Employees and administrators in the performance of their respective duties. Teaching Assistants/Aides serving in an instructional capacity shall be under the direct supervision of the classroom Teacher(s), but may be given other assignments by the principal after consultation with the classroom Teacher and Teaching Assistant. Further, Teaching Assistants/Aides in other categories shall be under the supervision of building principal or supervisor. Teaching Assistants/Aides may participate in staff development programs at the direction of the principal or appropriate supervisor.

(c) **Teaching Assistants/Aides** who are certified as teachers and who upon request of the Board, act as substitute teachers shall be paid their regular rate of pay as an Teaching Assistant plus \$64.14 in Year 1; \$66.70 in Year 2; \$69.37 in Year 3.

#### 8.5 Security Personnel.

(a) **Changes.** The Board agrees to negotiate with the Association with respect to any substantial changes in hours and load for Security Personnel prior to the implementation thereof, except for emergencies or other good cause.

(b) **Job Description.** Job descriptions shall be distributed to each Security employee with the annual contract.

(c) **Security Personnel Uniforms.** The Board shall provide a jacket and/or shirt, bearing the designation "Security" to each officer to be worn by said officer at times and occasions directed by the Board. In addition, the board will provide a bi-annual shoe reimbursement of \$100 beginning with the second year of employment.

#### 8.6 Technical Employees & Computer Technology Analysts.

(a) **Changes.** The Board agrees to negotiate with the Association with respect to any substantial changes in hours and load for Technical Employees prior to implementation thereof, except for emergencies or other good cause.

(b) **Job Description.** Job descriptions shall be distributed to each Technical Employee with the annual contract.

### ARTICLE 9. MEETINGS AND RELATED MATTERS.

9.1 **Faculty Meetings.** Teachers may be required to remain after the end of a Monday workday, without additional compensation, for the purpose of attending general faculty meetings or faculty inservice, on two Mondays of each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than sixty (60) minutes; except in cases of an emergency involving the health and safety of students and Teachers, when, if additional time is needed, students shall be dismissed early. Except in case of emergency, Mondays shall be designated as the only day for general faculty meetings. There shall be two additional meetings up to 60 minutes each for elementary teachers each month beyond those provided for in this section. They may be before or after school and will be for the purposes of parent conferences.

9.2 **After-School Responsibilities.** The departure time set forth in Section 7.1(c) shall not apply in the event of general faculty meetings called in accordance with Section 9.1 department meetings or after-school activities such as clubs and parent and student conferences. It is the professional responsibility of Teachers to be available beyond the regular departure time for after-school help for students if needed. Such professional responsibility shall include accessibility by parents of students assigned to said teacher's class, including the establishment of appropriate means for access by parents to teachers by way of telephone or individually scheduled conferences, on an as needed basis, without additional compensation. The parties further agree to meet and confer during the life of the agreement to address and resolve any security concerns of the Association as they relate to this provision.

#### 9.3 Evening Meetings.

(a) Teachers shall not be required to attend more than three (3) evening meetings or evening assignments without additional compensation.

(b) In addition to the meetings set forth in Subsection 9.3(a), one meeting per year for scheduled parent-teacher conferences may be held, without additional compensation, but on the day scheduled for such conferences school shall close after the district's abbreviated day.

(c) In addition to the meetings set forth in Subsections 9.3(a) and (b), one meeting per year for conferences involving parents may be held without additional compensation, but only if the Board, upon recommendation of the Superintendent following his/her consultation and discussion with the Association President and/or his/her designee, shall determine that the needs of the district so require. On the day of such conferences, school shall close after the district's abbreviated day.

(d) Non-teaching certified staff members shall be compensated for meetings beyond those in (a) to (c) above at their regular hourly rate of pay.

9.4 **Agenda for Meetings.** Notice of, and the agenda for any faculty meeting shall be given to the Teachers involved at least one day prior to the meeting, except in an emergency. Teachers shall have an opportunity to suggest items for the agenda.

**Association Participation.** An association representative may participate in a faculty meeting as set forth in Section 20.3.

### ARTICLE 10. VOLUNTARY TRANSFERS/REASSIGNMENTS.

10.1 **Posting Vacancies.** The district shall within three weeks of the final adoption of the budget deliver to the association and post in all school buildings a list of the known vacancies and those which are expected to occur during the following school year. The list shall be updated through the last full Friday in the school year.

10.2 **Application.** Employees who desire a change in instructional grade and/or subject assignment or who desire a transfer to another building or location may file a written statement of such desire with the Superintendent. Such statements shall include the grade and/or subject and/or assignment to which the Employee desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted initially not later than April 1 and thereafter within two weeks after the vacancy in question is posted on an updated list referred to in Section 10.1 but in no event later than one week after the last full Friday in the school year.

10.3 **Treatment of Requests.** Decisions with respect to transfers shall be made by the Board in its sole and absolute discretion. Upon written request an Employee shall receive written reasons for a request for transfer which has not been granted.

10.4 **Visitation.** Unless it is disruptive of an Employee's existing job assignment, an Employee to whom a notice of transfer has been given shall, upon request to his supervisor, be afforded one day during the school year (or work year, as the case may be) to visit the building (or work site) to which he is being transferred.

#### **ARTICLE 11. INVOLUNTARY TRANSFERS/REASSIGNMENTS.**

11.1 **Notice.** Notice of intention to recommend a transfer or reassignment shall be given to the affected Employee confidentially and in writing prior to action by the Board.

11.2 **Conference.** When a transfer or reassignment is considered by the Employee to be involuntary, he/she may have, upon request, a meeting with the Personnel administrator at which time the individual shall be notified of the reason(s) for the transfer or reassignment. At the conclusion of this meeting, upon request of the individual, the Superintendent shall meet with him/her.

11.3 **Transferee's Status.** An Employee being involuntarily transferred or reassigned shall be placed where possible in an equivalent position, i.e., one which, among other things, does not involve reduction in rank or in total compensation.

11.4 **Determination of Transfers.** Decisions with respect to transfers and reassignments shall be made by the Board in its sole and absolute discretion.

11.5 **Visitation.** Unless it is disruptive of an Employee's existing job assignment, an Employee to whom a notice of transfer has been given shall, upon request to his supervisor, be afforded one day during the school year (or work year, as the case may be) to visit the building (or work site) to which he is being transferred.

#### **ARTICLE 12. MENTORING, TUTORING, MISC. ENTITLEMENTS**

##### **12.1 Mentoring.**

- (a) The Board will post the process for applying for mentoring positions yearly as prescribed by the Mentoring Plan. A copy of the Mentoring Plan will be available in each building for reference.
- (b) A teacher who serves as a Mentor-Teacher shall be required to provide weekly support for the provisionally certified teacher as set forth in the job description.
- (c) A teacher who serves as a Mentor-Teacher shall be compensated at the rate set by the New Jersey Department of Education for such service.
- (d) No Employee shall be assigned involuntarily to serve as a mentor for a provisionally certified teacher if there are volunteers available for this duty who are deemed qualified by the Board. If an Employee is involuntarily assigned to a mentoring position, he/she shall not be involuntarily assigned again to such duty until all other Employees deemed qualified by the Board have been assigned. No Employee shall serve as a mentor to more than one (1) provisional teacher at a time.
- (e) Mentors should be allowed a minimum of five (5) class periods of substitute coverage in order to engage in collaborative activities providing that there is internal coverage available on the day of the class visit.

##### **12.2 Tutoring.**

Ten percent of the overall district certified staff may be assigned up to 4 students for daily tutoring during one period of the regular school day in lieu of a duty period. If a teacher is assigned tutoring for one half of the school year, then no other duty assignment will be given the other half of the school year. The administration will avoid, if possible, assigning the same staff to the tutoring every year if it is against the wishes of the staff member. If, for example, there are 490 certified staff full time equivalents in the association, then 49 certified staff may be assigned tutoring in the middle and high schools.

##### **12.3 Vacation Eligibility:**

Secretaries, Maintenance-Custodians, and Technical Employees. Vacation eligibility for Secretaries, Technicals, and Maintenance-Custodians shall commence as of September 1 of each year. Vacation times for Secretaries and Maintenance-Custodians shall be requested through the Personnel Office in accordance with the form provided. Vacation requests shall be processed in the same manner for all twelve (12) month employees. Vacation time shall be available for use upon accumulation.

##### **12.4 Estate Payments:**

Earned Vacation time shall be paid to estate of deceased employee at the per diem rate.

#### **ARTICLE 13. LEAVES.**

##### **13.1 Sick Leaves.**



(a) Definition. Sick leave is hereby defined to mean the absence from his post or duty of any Employee because of personal disability due to illness, injury or exclusion from school by the school districts medical authority on account of contagious disease.

(b) Coverage. (1) Employees employed on a ten-month basis as of Sept. 1<sup>st</sup> are allowed ten (10) days of sick leave per year.

(2) All Employees working on a twelve-month basis are allowed twelve (12) sick days of sick leave per year as of July 1.

(3) All unused sick leave shall accumulate.

(4) The above Employees who begin initial work after the start of their full work year will receive a pro-rata number of sick days.

(5) **Additional Days**

Upon recommendation by the Superintendent, the Board may grant additional sick days to those who have been employed in this district ten years or longer when the Employee has exhausted his or her accumulated sick days and will be in need of more days. These days shall be calculated according to the following: a maximum of three additional days for each year of service in Montclair.

(6) **Return from Sick Leave.**

Any Employee who has been absent for a period longer than five (5) consecutive working days must present a release from his physician indicating his ability to resume regular duties in full or to what extent duties may be resumed. This release shall be given to the immediate supervisor. The Board may require additional examination by its physician.

(7) **Notice of sick days**

Not later than October of each year, each Employee shall be apprised of the number of accumulated sick days he has. This number should be tabulated as of July 1 and include the days for the coming year.

(8) **Sick Pay Plan.** Eligible Employees, upon retirement, shall receive pay for accumulated and unused sick days as follows:

(i) to be eligible, Eligible Employees shall have terminated employment by reason of retirement, following at least twenty (20) consecutive years employment by the Board and must have accumulated and unused sick days in excess of 25 days;

(ii) payment will be made for actual accumulated and unused sick days up to a maximum of ~~106~~

	Max days	Non-cert Rate	Cert. Rate
Year I:	105	\$60.00	\$103.00
Year II:	108	\$61.00	\$104.00
Year III:	110	\$62.00	\$105.00

13.2 (a) **Out of District Sabbatical Leaves:** Eligibility, etc.: Subject to, and only in accordance with, the provisions of the Board's Sabbatical Leave Policy in effect immediately prior to May 18,1981, of those Employees applying for Sabbatical Leave and having been determined by the Board to be qualified, a minimum of one per year shall be granted.

(b) **In-District Sabbatical Leaves:** Provided a teacher satisfies the eligibility requirements and conditions under subsection (a) above, such teacher may be granted an in-district sabbatical for up to one year for such purpose(s) as is determined by the Board, including but not limited to the following: (1) developing and demonstrating teaching methods to peers; (2) researching and developing specific lessons based upon district needs and current research; (3) scheduling visits to teacher's classrooms and teaching lessons which demonstrate various teaching techniques while the regularly assigned staff person(s) observe the lesson; (4) assisting teacher(s) in developing lessons),

(c) **Teacher Exchange:** Provided the teacher satisfies the eligibility requirements and conditions under subsection (a) above, and with the consent of the staff person(s), the board may arrange for a teacher exchange with another school district for up to one year. Upon implementation of the exchange, the staff person(s) assigned from both the sending district and the receiving district shall retain their respective salaries and benefits from the originating districts. As a condition of any teacher exchange, the participating district and employees must guarantee that employment contracts would not be offered or accepted in the exchange districts for two years without the mutual consent of both districts and the exchanged employees.

13.3 **Personal Leave.** Personal leave is available to employees as follows:

(a) **Bereavement Leave.** A maximum of five (5) work days in a work year for death in the family.

**Illness in the Immediate Family.** A maximum of five(5) workdays are granted to staff at time of employment. Each year three(3) days will be granted by the Board; however in no event shall an employee be entitled to more than five(5) such days in a year.

(b) **Personal Days.**

(1) Personal Days are available upon proof of need and only when others in the same employment category are not expected to be absent. These days are available to Employees included in Article 2.1 (see form B-57, Appendix G).

(2) **Unused Personal Days.** All unused days, categories 3, 4 and 5 will be credited to the sick leave accumulation for each employee after each June 30.

(3) **Earned Personal Day.** In the event that none of the sick days allowed per year set forth in section 13.1 are used by an Employee, that Employee shall have one earned Personal Day which may be used only in the following year. No reason need be given by the Employee wishing to take the Earned Personal Day. (Form B-57, Appendix G is to be used for these days.)

In conjunction with an earned bonus day, if family illness days have not been used, the employee also shall receive a bonus of \$100 in addition to the bonus day.

(d) Procedure for Earned Personal Days. An Employee need not obtain prior approval before taking his Earned Personal Day; he shall, however, give at least 24 hours prior notice, and may be required to defer taking his Earned Personal Day, if more than ten percent (10%) of the same category Employees in his building will be absent on that day. In categories where there are fewer than ten Employees only one Employee will be permitted to take such Personal Day at any one time and only on those occasions when others in such a category are not expected to be absent.

#### **ARTICLE 14. EMPLOYMENT PROCEDURES.**

14.1 **Contract Notice.** All employees shall be notified of their contract and salary status for the ensuing year not later than May 15<sup>th</sup> of each year.

14.2 **Termination Notice.** Notice of termination of employment shall be given an Employee, and an Employee shall give notice of resignation, in both cases as follows: Teachers - sixty (60) days; all others - fourteen (14) days.

14.3 **Termination Pay.** Upon termination of employment, earned vacation shall be paid according to the proportion of the full months worked by the Employee to the total months in the Employee's normal work year.

14.4 **Teaching Assistant Assignment.** The Board agrees that no later than one week prior to the opening of schools each Teaching Assistant (except for Teaching Assistants hired within the two weeks prior to the opening of school) shall receive notice from the principal of the building to which said Teaching Assistant has been assigned for the purpose of discussing assignments and work schedules. The employee, if he/she requests, shall be entitled to a meeting with the principal regarding the assignment.

#### **ARTICLE 15. DISMISSAL, DISCHARGE AND DISCIPLINE**

15.1 **Hearing and Notice.** Whenever an Employee is required to appear before the Board, or any committee or designated representative thereof concerning any matter which would adversely affect the continuation of that Employee in his employment, he shall be given prior written notice of the reasons for such hearing and shall be entitled to have a chosen representative of the Association present to advise him and represent him during such hearing. Said notice shall be given an individual at least five (5) days prior to such hearing.

15.2 **Non-certificated, Non-tenured Dismissal Procedure.** In the case of the dismissal or discharge of any Employee holding a non-certificated position (not currently covered by tenure), said Employee upon request will be given a statement of reasons in writing for such dismissal or discharge. Upon receipt of the written reasons provided upon request, the Employee shall be entitled to a Stage III Grievance hearing. Such Employee shall have the right to appeal an adverse decision at Stage III to Stage IV, provided, however, that any arbitrator considering the grievance shall not reverse or modify the action of the Board in dismissing or discharging such employee unless such arbitrator shall find that there was no just cause for the action of the Board. The decision of the arbitrator, if made within the scope of his authority as set forth in this Agreement, shall be binding.

15.3 **Certificated Non-tenured Dismissal Procedure.** In the case of the dismissal or discharge of any Employee not under tenure holding a certificated position, the procedure set forth in Section 15.2 shall be applicable, except that any appeal of a Stage III decision shall be to the Commissioner of Education and not to arbitration.

15.4 **Reprimand.** The parties agree that as a matter of practice, any reprimand by a supervisor/administrator of an Employee with respect to the performance of the Employee in his employment shall be made in confidence and not in public.

#### **ARTICLE 16. PROMOTIONS AND VACANCIES.**

16.1 **Posting.** Promotional Positions are all positions paying a salary differential and positions on the administrator-supervisory level of responsibility. All vacancies for Promotional Positions shall be adequately publicized by the Superintendent in accordance with the following procedure:

(a) **During School Year.** When school is in session or when the Employees are required to work, a notice shall be posted in each school building office as far in advance as practicable, ordinarily at least fourteen (14) calendar days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies until the office is notified in writing by the applicant that the application is withdrawn or until two years have elapsed.

(b) **During Summer.** Employees who desire to apply for Promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Personnel Office on forms to be circulated by the Personnel Office prior to the summer recess. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the Superintendent shall, within the same time period, post a list of Promotional Positions to be filled during the summer period at the administration office, in schools which are open, with a copy of said notice sent to the Association.

(c) **Content of Notice.** The qualifications, salary, months of employment and certification required for the Promotional Position, shall be clearly set forth.

(d) **Procedure.** All qualified Employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. Each applicant not selected shall, upon request, receive an explanation from the Board. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building or office and notice shall be given to the interested Employees. The list shall be given to the Association and shall indicate which positions have been filled.

16.2 **Summer School Positions.** Vacant positions in the summer school program (new positions or those where a teacher from the prior year is not returning) shall be posted as soon as they are known and the Personnel Office is able to prepare notice.

#### ARTICLE 17. REDUCTION IN FORCE AND REEMPLOYMENT.

17.1 **Applicability.** The parties confirm that the Board of Education has the right to make reductions in force pursuant to N.J.S.A. 18A:28-9 *et seq.*, and the procedures established by that statute and the regulations promulgated thereunder shall apply to tenured certificated Employees. The provisions of this Article 17 shall not apply to tenured certificated Employees but, to the extent set forth herein, to (a) tenured non-certificated Employees and, (b) other Employees who at the time of any dismissal resulting from a reduction in force shall have completed three (3) consecutive calendar years of employment by the Board.

17.2 **Seniority.** To the extent not inconsistent with the regulations of the Commissioner of Education, the parties agree that, for the purpose of this Agreement, "Seniority" shall mean the period of consecutive employment by the Employee in the district, and with experience in the district in the position from which he was dismissed by reason of the reduction in force.

17.3 **Seniority in Dismissal.** Employees dismissed by reason of reduction in force shall be dismissed in inverse order of Seniority from their respective positions.

17.4 **Preferred Eligible List.** An Employee dismissed by reason of a reduction in force shall be entitled to be placed and to remain upon a preferred eligible list in order of Seniority, for reemployment whenever a vacancy occurs in the position from which such Employee was dismissed; such Employee shall be reemployed by the Board if and when such vacancy occurs.

17.5 **Definitions.** For the purposes of this Article 17 "position" shall mean:

- (a) for certificated teaching staff members, any position in which such Employee had actual teaching experience in the district, at either the elementary, middle or high school levels, and for which such Teacher is certificated; and
- (b) for all other Employees to whom this Article 17 applies, any position in which such Employee actually had work experience in the district and for which the Employee possesses the required qualifications and skills as set forth in the job description for the position.

17.6 **Recall Notice.** Notice of vacancies in positions to which this Article 17 is applicable shall be given to those Employees on the preferred eligible list in order of Seniority within a reasonable time (not more than fifteen (15) days) after such vacancy occurs and such Employee shall have a reasonable period of time (but not to exceed thirty (30) days after receiving notice) in which to give the Board notice of his intent to return to the position. In the event such Employee shall fail to respond to the notice from the Board, or if he gives notice that he does not desire to return to the position, he shall forfeit all his seniority rights.

17.7 **Limitation.** Seniority shall not be accumulated during the period following dismissal by reason of reduction in force, but upon reemployment pursuant to the terms of this Article 17, such Employee shall have his accumulated seniority to the date of such dismissal.

17.8 **Displacing Personnel.** Any non-certificated Employee dismissed by reason of a reduction in force (the "Senior Employee") shall have the right to displace an Employee with less seniority occupying a position in a lower classification than the Senior Employee (the "Junior Position") provided that the Senior Employee actually had work experience in the district in the Junior Position, and for which the Senior Employee possesses the required qualifications and skills as set forth in the job description for the Junior Position.

17.9 **Notice.** Any anticipated or planned reduction in force of tenured Employees shall not be implemented or take effect without sixty (60) days prior notice to the Association. Following a notice, a meeting between the Board and the Association shall occur at least twenty (20) days prior to the effective date of such anticipated or planned reduction in force. For all other Employees the time limits may be reduced.

#### ARTICLE 18. EMPLOYEES' RIGHTS

18.1 **Representation.** The Board hereby agrees that every Employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising government power under the Laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by the Laws of New Jersey or the Constitutions of New Jersey and the United States;

that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- 18.2 **Additional Rights.** Nothing contained herein shall be construed to deny or restrict to any Employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 18.3 **Identification.** No Employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 18.4 **Personnel Files.** An Employee shall have the right, upon request, to review the content of his personnel files (excluding employment references, personal and academic references) and to receive copies. No materials (excluding employment references, personal and academic references) shall be placed in an Employee's personnel files without his knowledge. The Employee has the right to respond in writing to any materials placed in his files, and such response shall become part of the files.
- 18.5 **Complaint Procedure.** Any complaint regarding an Employee made to any administrator by a parent, student, or other person not having a position in the school system, shall be subject to the procedure set forth herein. A "complaint" is a serious statement which criticizes the Employee and which, if true, would adversely affect the evaluation of the Employee. Upon receipt of a complaint, the immediate supervisor shall in all events inform the Employee of the complaint and shall attempt to resolve the matter informally, which may include but is not limited to:
- (a) an invitation to the complainant to meet with the Employee;
  - (b) a meeting of the Employee with the supervisor.
- In the event the Employee is not satisfied with the status of the matter after such attempted informal resolution, he may (i) have a meeting with the Superintendent (or his designee) to discuss the matter and (ii) place a written statement concerning the matter in his own personnel file.

Any complaint as to which the procedure set forth herein has not been followed shall not be included in an evaluation, and violations of the provisions of this Section 18.5 shall be subject to the grievance procedure.

#### ARTICLE 19. STUDENT TEACHERS.

- 19.1 **Procedures.** The following procedures shall govern Teachers' supervision of student teachers:
- (a) supervision by a Teacher of a student teacher shall be voluntary;
  - (b) each prospective cooperating Teacher may accept or reject any student teacher.
- 19.2 **Regulations.** In accordance with State regulations, a student teacher shall not be used as a substitute teacher.
- 19.3 **Interview.** Prior to the commencement of the student teaching experience, the prospective student teacher shall be requested to visit the school district for an interview with the building principal and the cooperating Teacher.

#### ARTICLE 20. ASSOCIATION RIGHTS AND PRIVILEGES.

- 20.1 **Equipment.** The Association shall have the right to use school equipment on location, including typewriters, computers, fax machines, other duplication equipment, calculating machines, telephones (for in-district calls) and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and labor incident to such use.
- 20.2 **Mail Facilities.** The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.
- 20.3 **Participation in Meetings.** Upon request, the Association representative shall have the opportunity to express the views of the Association at any regularly-scheduled faculty meeting, upon recognition by the Chairperson, which in no event shall be later than at the conclusion of school business and prior to adjournment.
- 20.4 **Job Descriptions.** The Association shall have the right to call for and receive a job description for any category of Employee. The Board shall consult with Employees covered by any particular job description and the Association prior to any revision of it. Job descriptions may be reviewed every five (5) years or sooner upon request of the Employee or the Board.
- 20.5 **Office Space.** Space shall be provided in the school where the Association President is assigned for the housing of the Association's files and telephone. All expenses involved are the responsibility of the Association.
- 20.6 **Meeting Scheduling.** Association members whose presence is required at regularly scheduled Association meetings after school on Wednesdays shall be excused from any other meeting taking place at the same time; efforts should be made to schedule other meetings (including Back-To-School Nights) on days other than Wednesdays.
- 20.7 **Information.** Information maintained by the Board and available to the general public shall, upon request of the Association, be provided to the Association; any unusual expenses involved in filling said request shall be borne by the Association.
- 20.8 **Rights:** The rights granted herein are granted exclusively to the Association and not to any other employee organization.

#### **20.9 Release Time:**

**Presidential Release time:** The association may purchase upon to 100% of an elected president's work schedule from the board at the median salary for the president's employment group (i.e.; teacher, aide, secretary) calculated in the previous year.

**Vice-Presidential Release time:** if the president of the MEA is incapacitated and unable to work as an employee of the board for longer than 60 days, The Vice president will assume the duties and the benefits provided the president for release time.

#### **ARTICLE 21. DEDUCTIONS FROM SALARY.**

21.1 Dues. The Board agrees to deduct from the salaries of its Employees dues for the Montclair Education Association, the Essex County Education Association, the New Jersey Education Association, and the National Education Association as said Employees, individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e and under the rules and regulations established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Montclair Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

21.2 Additional Deductions. The Board agrees to deduct from Teachers' salaries money for local, state, and national association services and programs as said Teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have the deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association, in accordance with applicable laws and regulations.

#### **ARTICLE 22. REPRESENTATION FEE.**

22.1 During the 1982-83 school year and during the beginning of each membership year thereafter, the Board shall deduct from the salaries of employees who are not members of the Association for the then current membership year a representation fee equivalent to an amount certified to the Board by the Association as equal to regular membership dues, including fees and assessments charged by the Association to its members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only Association members, but in no event shall the amount deducted for the representation fee by the Board exceed eighty-five (85%) percent of the membership dues, fees and assessments; provided, however, that the obligation of the Board to make the wage deduction provided herein shall be contingent upon:

(a) Certification by the Association of the amount to be deducted for the representation fee from each non-member employee's salary by the Board, and

(b) The establishment and continuing maintenance by the Association of a demand and return system in conformance with provisions of N.J.S.A. 34:13A-5.5 and 5.6.

22.2 Prior to March 1, 1984 and prior to the beginning of each membership year thereafter, the Association will submit to the Board a list of those employees who are not members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Section 22.3 below, the full amount of the representation fee and will transmit promptly the amount so deducted to the Association.

22.3 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. The deductions will begin with the first paycheck paid:

(a) 30 days after receipt of the aforesaid list by the Board; or

(b) 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 reemployed in such unit from a reemployment list, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

22.4 In the event an employee who is required to pay a representation fee terminates his or her employment with the Board before all deductions are made, the Board shall deduct the unpaid portions of the fee from the last paycheck paid to said employee during the membership year in question.

22.5 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.

22.6 The Association will notify the Board in writing of any changes in the list provided for in paragraph 22.2 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board receives said notice.

22.7 Indemnity Clause: The Association shall indemnify and hold harmless the Board against and from any and all claims, demands, grievances, suits and other forms of liability and expenses arising out of, or by reason of, this Article or any action taken or not taken by the Board, its employees and agents in the performance of the provisions of this Article; provided however, that this obligation shall not extend to such claims, demands, grievances, suits and other forms of liability and expenses arising out of the willful misconduct of the Board or out of its negligent and improper execution of its obligations under this Article.

**ARTICLE 23. PERSONNEL - ADMINISTRATION LIAISON.**

23.1 **Staff Council.** There shall be a Staff Council for each school building which shall meet with the principal at least once a month for the duration of the school year. Said Council shall consist of not more than one (1) member for every ten (10) employees in the school building, but shall in no event have fewer than three (3) members. A calendar of meetings shall be set in the preceding academic year with the schedule sent to the MEA president and Personnel Director. Minutes of each meeting shall be taken and copies sent to each month to same. Additional members may attend beyond the allotted number with the agreement of both the MEA and the school administrator. Any written guidelines agreed to by the MEA and the MPA will be seen as aids in facilitating the process and not as obstructions to the articulation of concerns.

23.2 **Meeting the Superintendent.** The Association's representatives shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices and administration of this Agreement. The number of Association or administration representatives at any one meeting shall not exceed seven (7), or such larger number as the Superintendent or the Association shall agree upon.

**ARTICLE 24. GRIEVANCE PROCEDURE.**

24.1 Definitions.

(a) **Grievance** - A grievance is a complaint by an Employee, that as to him and to his own working conditions, there has been a violation, or an inequitable, improper or unjust application or interpretation of the terms of this Agreement, or a complaint by the Association, that there has been a violation of the terms of this Agreement.

(b) **Representative** - A representative shall be the Association or any person authorized by an Employee to act on his behalf and to represent him.

(c) **Aggrieved Party** - An aggrieved party is an Employee who alleged that he suffered a grievance as defined above, or the Association.

(d) **Immediate Supervisor** - Immediate supervisor shall mean the person to whom the Employee is directly responsible. However, no aggrieved party may pursue a grievance with a supervisor who is also recognized as an Employee. In such instance the next level supervisor (i.e., building principal, Central Office department head) shall first hear the grievance.

(e) **Superintendent of Schools** - That person named by the Board of Education to bear this title or anyone appointed by him to act as his designee.

(f) **Non-Contractual Grievances** - In addition to a Grievance as defined in Section 24.1.1, an Employee may appeal from the interpretation, application or violation of policies and administrative decisions affecting him. Non-contractual Grievances shall be directed to the Superintendent (or his designee) and the procedure of Section 24.5 shall be followed. As to such Non-contractual Grievances there shall be no appeal beyond Stage II (Section 24.5) to either Stage III (Section 24.6) or Stage IV (Section 24.7).

(g) **Presentation of Appeal** - In the event the Association presents a grievance, it shall be presented to the immediate supervisor(s) of the Employee(s) most directly affected.

24.2 Principles.

(a) All persons participating in the grievance procedures outlined herein shall be free from interference, coercion, restraint, discrimination or reprisal by reason of such participation.

(b) All participants shall maintain a readiness to consider all pertinent facts.

(c) Except at Stages III and IV all decisions, meetings and conferences shall, so far as is practicable, be conducted during the hours when both the district office and the schools are open.

(d) In the presentation of a grievance the aggrieved party shall have the right to present his own appeal. Both parties may at any time be represented by any person of their own choosing. All notices of meetings, documents, communications, records and findings shall be sent to the aggrieved party and his representative.

(e) Stipulated times are intended as outer limits -- grievances will be processed as expeditiously as practicable. However, stipulated times may at any stage be extended by mutual agreement of the parties involved. References to "school days" shall be deemed to include "work days" where the context may so require in order to carry out these Principles.

(f) All grievances shall include the name and position of the aggrieved party, identify the section of this Agreement involved in said grievance, the time and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing said events or conditions, if known to the aggrieved party, and a specific statement of the nature of the grievance and the redress sought by the aggrieved party.

(g) The aggrieved Employee may have access to materials contained in his official personnel files as provided by Section 18.4 hereof.

(h) When a grievance involves an inter-personal dispute, each of the parties to the dispute shall have the right to be present during any presentation by another party at Stage II and III.

(i) All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be noted nor kept in the personnel file of any of the participants. The aggrieved party shall have the right to inspect his grievance file.

(j) All parties involved in a grievance have a right to expect that confidentiality will be maintained until the grievance has ended.

(k) In the event a grievance is rejected on the grounds that any applicable time limits for presenting a grievance have not been complied with, and an appeal is taken, the authority hearing said appeal shall (a) determine the correctness or incorrectness of the rejection of the grievance as to the time limits; and (b) decide the grievance on such other grounds as may be brought before said authority pursuant to the provisions of the Grievance Procedure.

(l) In any grievance in which the Association does not represent the aggrieved party, the Association shall have the right to be present and to state its view at each stage of the Grievance Procedure.

(m) For a grievance to be timely, it must be filed within thirty (30) work days from the day on which the aggrieved party becomes or should have become aware of the grievance matter.

#### 24.3 Exceptions.

(a) The term "grievance" and the procedure relative thereto shall not apply where charges have been certified against any individual claiming tenure under the provisions of N.J.S.A. 18A: 28-5 pursuant to the provisions of the Tenure Employees Hearing Law, N.J.S.A. 18A:6-10 et seq. (In such cases the procedure to be followed shall be that set forth in N.J.S.A. 18A:6-10 et seq.).

(b) In cases involving the withholding of increments pursuant to the provisions of N.J.S.A. 18A:29-14, an individual affected by such action shall have the right to invoke the Grievance Procedure through the hearing before the Board. From the final determination by the Board, the method of review shall be that set forth in N.J.S.A. 18A:29-14.

#### 24.4 Stage I - With the Immediate Supervisor.

(a) An aggrieved party having a grievance should first present it orally to his immediate supervisor, or in the case of the Association, to the immediate supervisor of the Employee most directly affected. The aggrieved party should identify to the immediate supervisor that a grievance is being instituted. When the aggrieved party and the immediate supervisor meet, each shall have no more than one other person at any one time. The aggrieved party and the immediate supervisor must attempt to resolve the grievance informally if possible.

(b) If the grievance is not resolved informally within five (5) school days by the aggrieved party and the immediate supervisor, the aggrieved party may prepare a written statement of the grievance, setting forth the specific nature of the grievance, the facts relating thereto and the action requested to be taken, and submit it to the immediate supervisor within eight (8) school days following the oral presentation.

(c) If the resolution of the grievance stated in the grievance statement is beyond the authority of the immediate supervisor (as defined by the State Education Law and expressed policy of the Board of Education), the immediate supervisor shall promptly so inform the aggrieved party and the aggrieved party may thereupon proceed to Stage II.

(d) If resolution of the grievance is within his authority, the immediate supervisor shall meet with the aggrieved party or in the case of the Association, to the immediate supervisor of the Employee actually involved, within two (2) school days after receipt of the grievance statement. The aggrieved party shall be given reasonable opportunity at such meeting to present the facts relating to the grievance and his position relating thereto. At such meeting, the aggrieved party and the immediate supervisor should again attempt to resolve the grievance informally if possible.

(e) Within two (2) school days after such meeting, the immediate supervisor shall, if the grievance has not been informally resolved, render a written decision on the grievance which shall set forth the findings of fact on which such decision is based. A copy of such decision shall be promptly delivered to the aggrieved party and his representative and a copy of such decision, together with the grievance statement, shall be submitted to the Superintendent.

(f) When more than one grievance related to the same circumstances or conditions remain unresolved at the conclusion of Stage I of the Grievance Procedures, the individuals concerned may request that their grievance be heard as a group at succeeding stages of the procedures.

(g) It is understood, however, that even though several grievances may relate to the same subject and be heard as a group this does not absolve each aggrieved party concerned with supplying a full set of facts relative to his particular grievance nor does it require the Superintendent, or the Board of Education to arrive at a single decision with respect to grievances so grouped. Any aggrieved party requesting that his grievance be heard with others as a group may withdraw such request at any time.

#### 24.5 Stage II - With the Superintendent.

(a) If the aggrieved wishes to appeal the decision of the immediate supervisor, or if the grievance was not within the authority of the immediate supervisor, the aggrieved party may, within two (2) school days after receipt of such a decision, submit a grievance appeal to the Superintendent, setting forth the specific nature of the grievance, the facts relating thereto, the respects in which the aggrieved party disagrees with the decision of the immediate supervisor and the action requested to be taken by the Superintendent.

(b) Within three (3) school days after receipt of the grievance appeal statement, the Superintendent or his designated representative shall meet with the aggrieved party. At such meetings, the aggrieved party shall be given reasonable opportunity to present the facts related to the grievance and his position relating thereto, including such voluntary written or oral statements of other persons as he may deem important. The Superintendent may also accept such written or oral statements of other persons, including persons designated by the aggrieved party as he may deem appropriate. Within ten (10) school days after receipt of the grievance appeal statement, the Superintendent shall render a written decision which shall set forth the findings of facts on which such decision is based. Copies of the decision shall be delivered to the Employee and his representative and the immediate supervisor.

#### 24.6 Stage III - With the Board of Education.

(a) If the aggrieved party wishes to appeal the decision of the Superintendent, the aggrieved party may, within five (5) school days after receipt of such decision from the Superintendent, submit a grievance appeal to the Board of Education, such appeal to set forth the specific nature of the grievance, the facts relating thereto, the respects in which the aggrieved party disagrees with the decision of the Superintendent, and the action requested to be taken by the Board.

(b) If the aggrieved party in his appeal to the Board does not request a conference, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, request the submission of additional written materials. A conference shall be held when an aggrieved party so requests a hearing before the Board.

(c) Within five (5) school days after receipt of the appeal, if a conference is to be held, the Board will set a date, not later than fifteen (15) school days after receipt of the appeal, for a conference of at least three members of the Board, with the aggrieved party.

(d) At such conference the aggrieved party will be given reasonable opportunity to present the facts related to the grievance and his position relating thereto, including such voluntary written or oral statements of other persons as he may deem important. The Board of Education will also accept such written or oral statements of other persons as it may deem appropriate, and will send copies to the aggrieved party and his representative.

(e) Within ten (10) school days after such conference (or, in the event no conference is held, within thirty (30) days after receipt of the appeal) the Board of Education will render a written decision on the grievance, a copy of which will be delivered to the aggrieved party and his representative, the Superintendent, and the immediate supervisor.

#### 24.7 Stage IV - Arbitration.

(a) If the aggrieved party wishes to appeal the decision of the Board, the aggrieved party may, within five (5) school days after receipt of such decision from the Board, submit a written request, to the Superintendent, that the grievance be submitted to arbitration.

(b) The following procedure will be used to secure the services of an arbitrator:

(1) A request will be made to the American Arbitration Association (A.A.A.) by the aggrieved party to submit a roster of persons qualified to function as arbitrators in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the A.A.A. to submit a second roster of names.

(3) If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list within ten (10) school days of the initial request for arbitration, the A.A.A. may be requested by either party to designate an arbitrator. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representative of the Board and the Association, shall hold hearings promptly, and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then he shall issue his decision not later than ten (10) days from the date on which the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision, if made within the scope of his authority as set forth in this Agreement, shall be binding upon the aggrieved party and the Board, and in cases involving the Association, shall be binding upon the Association.

(d) Only the aggrieved, the Board, the Superintendent and the Association shall be given copies of the arbitrator's findings and opinion, which findings and opinion shall be confidential. Action recommended by the arbitrator shall not be confidential.

(e) Meetings and hearings under this procedure shall not be conducted in public and shall be attended only by the parties in interest and their designated or selected representatives.

(f) The authority of the arbitrator shall be limited to the issues submitted to him, and the application and interpretation of the express terms of Agreement between the Board and the Association for the Years 1996-1999. He shall be wholly without authority to add to, subtract from or modify any of the provisions of said Agreement, or of any policy of the Board.

(g) 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 Board and the Employee or (if the Employee is represented by the Association) by the Association. Any other expenses incurred shall be paid by the party incurring same.

#### ARTICLE 25. PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY.

25.1 Use of Reasonable Force. Any person employed or engaged in a school or educational institution may, within the scope of his employment, use and apply such amounts of force as are reasonable and necessary: (1) to quell a disturbance threatening physical injury to others; (2) to obtain weapons or other dangerous objects upon the person or within the control of a pupil; (3) for the purpose of self-defense; and (4) for the protection of persons or property.

25.2 Reporting. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Incidents required to be reported under applicable state regulations shall be reported by the Employee as soon as reasonably possible.



**ARTICLE 26. MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE.**

The student disciplinary procedure shall be reviewed for each school building by faculty and administration with appropriate involvement of parents and students. The procedures shall be subject to approval of the Superintendent. All professional personnel share in the responsibility to enforce that appropriate disciplinary procedure to ensure an orderly environment within the school building and on the school grounds as required by law. Such procedure shall be made known to the students.

**ARTICLE 27. NONDISCRIMINATION.**

The Board and Association confirm that there is and shall be no discrimination in the employment, the representation of Employees, and the application or administration of this Agreement on the basis of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status.

**ARTICLE 28. EMPLOYEES' RIGHTS RESERVED**

Nothing contained in this Agreement shall be construed to deny or restrict to any Employee such rights as he may have under New Jersey School laws or other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to this provided elsewhere.

**ARTICLE 29. BOARD'S RIGHTS RESERVED.**

Nothing contained in this Agreement shall be construed to limit the right of the Board to adopt, change or administer any policies or procedures, so long as such policies or procedures shall not be specifically at variance with the express terms of this Agreement and the law.

**ARTICLE 30. MISCELLANEOUS.**

- 30.1 Gender. All references to the masculine gender in this Agreement shall be deemed to include the feminine gender, unless the context requires otherwise.
- 30.2 Modification. This Agreement may not be modified by the parties, in whole or in part, except by an instrument in writing duly authorized and executed by both parties.
- 30.3 Individual Contracts. Any individual contract or employment notice between the Board and an individual Employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any provision of any individual contract or employment notice is expressly inconsistent with the provisions of this Agreement, the provision of this Agreement shall be controlling.
- 30.4 Policy Books/Minutes. The Board agrees that it will furnish to the Association thirteen copies of the Board Policy Book, currently maintained. Upon specific request of the Association the Board will supply the Association with one copy of Board minutes at Board expense when such minutes are available to the public.
- 30.5 Printing. Copies of this Agreement shall be printed at the joint expense of the Board and the Association on a pro-rated basis. The Association shall provide copies to the unit members at its discretion. A printing date shall be agreed upon by the Association and the Board.
- 30.6 Notice. Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter or receipted communication letter at the following addresses:
- (a) If by Association, to Board at 22 Valley Road, Montclair, New Jersey 07042, Attention: Superintendent.
  - (b) If by Board, to Association at Montclair, New Jersey 07042
- or such other address as may be designated by the party to which notice is given.
- 30.7 Severability. Any provision of this Agreement or Board Policy found to be contrary to law shall be invalid; all other provisions of this Agreement shall remain in full force and effect.
- 30.8 Headings. The Article and Section headings in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF,  
the parties have caused this Agreement to be signed this 21<sup>st</sup> day of October, 2005.

**MONTCLAIR BOARD OF EDUCATION**

By: Debra Wilson  
President

**MONTCLAIR EDUCATION ASSOCIATION**

By: Nino LaStella  
President

**INTERPRETATIVE MEMORANDUM**

The Montclair Board of Education and the Montclair Education Association, in order to set forth certain mutually agreed understandings to aid in interpreting the provisions of the Agreement between them for the period July 1, 2005 through June 30, 2008 provide as follows:

By the words "vacation" or "holiday" on Form B-57 Appendix G with respect to Personal Days in Categories 3-4, the parties do not intend to include NJEA Convention Days as provided in the calendars.

By the word "vacancies" in Article 16.1 the parties do not intend to include a situation arising, for example, from the transfer of four existing principals among four schools.

APPENDICES

**Salary Tables**



**Montclair Public Schools**  
Certified Staff Salary Guides

For all Certified Staff Salary Guides:

For placement on the MA+10 Training Level, a master's degree and a distinctly separate 10 approved credits must be presented. For placement on the MA+20 training level a master's degree and a distinctly separate 20 approved credits must be presented. For placement on the MA+30 training level, a master's degree and a distinctly separate 30 approved credits must be presented.

Within the scope of policies adopted by the Board of Education, the Superintendent of Schools will determine the qualifications of applicable personnel for placement on the guide. Once placed upon the guide the staff person advances one step for every full year of employment.

The evaluation of training, teaching experience and military service for initial placement on the salary guide will be made by the Superintendent of Schools. Credit for total years of experience may be given at the discretion of the Superintendent subject to the approval of the Board of Education. Credit for up to four years of military service will be granted for initial placement on the guide.

When a teacher qualifies for a higher level and the salary schedule changes, the teacher will be placed on the new schedule "on step" according to the accredited years of service and military training.

**Montclair Public Schools Certified Staff Salary Guide- 2005-2006**

Old steps move first, 1 moves to 2, old step 2 moves to old 4 & becomes new 2, drop old steps 1 & 3, old 15 moves to new 14

new	old	BA	BA10	BA20	BA30/MA	MA10	MA20	MA30	DR
	<del>1</del>	<del>\$39,027</del>	<del>\$39,796</del>	<del>\$40,990</del>	<del>\$42,621</del>	<del>\$43,445</del>	<del>\$44,748</del>	<del>\$46,047</del>	<del>\$47,428</del>
<b>1</b>	2	\$41,203	\$42,130	\$43,394	\$44,893	\$45,790	\$47,164	\$48,580	\$50,037
	<del>3</del>	<del>\$40,406</del>	<del>\$41,580</del>	<del>\$42,827</del>	<del>\$44,111</del>	<del>\$45,434</del>	<del>\$46,754</del>	<del>\$48,109</del>	<del>\$49,554</del>
<b>2</b>	4	\$42,421	\$43,608	\$44,916	\$46,265	\$47,653	\$49,082	\$50,457	\$51,971
<b>3</b>	5	\$43,074	\$44,366	\$45,654	\$46,931	\$48,293	\$49,742	\$51,132	\$52,668
<b>4</b>	6	\$44,025	\$45,345	\$46,660	\$48,014	\$49,455	\$50,938	\$52,313	\$53,882
<b>5</b>	7	\$44,922	\$46,225	\$47,611	\$49,041	\$50,510	\$52,027	\$53,535	\$55,141
<b>6</b>	8	\$46,227	\$47,567	\$48,995	\$50,463	\$51,978	\$53,538	\$55,089	\$56,742
<b>7</b>	9	\$47,569	\$48,851	\$50,316	\$51,723	\$53,276	\$54,874	\$56,465	\$58,101
<b>8</b>	10	\$48,924	\$50,391	\$51,903	\$53,461	\$55,064	\$56,716	\$58,303	\$59,993
<b>9</b>	11	\$50,659	\$52,179	\$53,589	\$55,141	\$56,851	\$58,500	\$60,137	\$61,940
<b>10</b>	12	\$52,664	\$54,237	\$55,804	\$57,474	\$59,192	\$60,962	\$62,723	\$64,661
<b>11</b>	13	\$55,670	\$57,329	\$59,042	\$60,808	\$62,317	\$64,180	\$66,100	\$68,075
<b>12</b>	14	\$59,993	\$61,792	\$63,646	\$65,516	\$67,455	\$69,340	\$71,421	\$73,564
<b>13</b>	15	\$64,227	\$66,121	\$68,038	\$70,086	\$72,209	\$74,491	\$76,839	\$79,145
<b>14</b>	new	\$71,695	\$73,765	\$75,948	\$78,220	\$80,558	\$82,961	\$85,432	\$87,901
<b>15</b>	16	\$74,094	\$76,221	\$78,469	\$80,801	\$83,176	\$85,657	\$88,206	\$90,749

Appendix A-1:

**Montclair Public Schools Certified Staff Salary Guide  
2006-2007**

	BA	BA10	BA20	BA30/MA	MA10	MA20	MA30	DR
1	\$43,057	\$43,393	\$44,696	\$46,240	\$47,164	\$48,579	\$49,940	\$51,438
2	\$43,697	\$44,939	\$46,286	\$47,676	\$49,106	\$50,554	\$51,971	\$53,530
3	\$44,716	\$45,897	\$47,162	\$48,482	\$49,911	\$51,283	\$52,666	\$54,195
4	\$45,345	\$46,660	\$47,967	\$49,311	\$50,790	\$52,262	\$53,673	\$55,229
5	\$46,315	\$47,640	\$48,945	\$50,289	\$51,760	\$53,327	\$54,712	\$56,354
6	\$47,198	\$48,518	\$49,975	\$51,473	\$53,018	\$54,609	\$56,136	\$57,803
7	\$48,520	\$49,828	\$51,322	\$52,809	\$54,341	\$55,971	\$57,594	\$59,263
8	\$49,902	\$51,247	\$52,733	\$54,263	\$55,862	\$57,539	\$59,142	\$60,790
9	\$51,317	\$52,701	\$54,125	\$55,693	\$57,420	\$59,085	\$60,739	\$62,560
10	\$53,033	\$54,617	\$56,083	\$57,758	\$59,482	\$61,257	\$63,024	\$64,969
11	\$56,060	\$57,731	\$59,337	\$61,109	\$62,623	\$64,491	\$66,418	\$68,399
12	\$60,413	\$62,225	\$63,964	\$65,840	\$67,785	\$69,677	\$71,764	\$73,917
13	\$64,869	\$66,782	\$68,718	\$70,787	\$72,931	\$75,236	\$77,569	\$79,936
14	\$72,412	\$74,503	\$76,632	\$78,846	\$81,122	\$83,459	\$85,859	\$88,253
15	\$76,502	\$78,660	\$80,941	\$83,282	\$85,671	\$88,193	\$90,817	\$93,435

Appendix A-2

**Montclair Public Schools Certified Staff Salary Guide  
2007-2008**

	<b>BA</b>	<b>BA10</b>	<b>BA20</b>	<b>BA30/MA</b>	<b>MA10</b>	<b>MA20</b>	<b>MA30</b>	<b>DR</b>
1	\$45,008	\$45,563	\$47,065	\$48,552	\$49,144	\$50,522	\$52,037	\$53,599
2	\$45,664	\$46,736	\$47,675	\$49,106	\$50,334	\$51,869	\$53,270	\$54,868
3	\$46,281	\$47,503	\$48,813	\$50,130	\$51,608	\$53,078	\$54,509	\$56,119
4	\$47,159	\$48,247	\$49,597	\$50,987	\$52,517	\$53,987	\$55,444	\$57,106
5	\$47,936	\$49,069	\$50,413	\$51,747	\$53,240	\$54,853	\$56,277	\$57,920
6	\$48,755	\$50,071	\$51,399	\$52,811	\$54,343	\$55,974	\$57,455	\$59,190
7	\$49,782	\$51,073	\$52,631	\$54,156	\$55,727	\$57,393	\$59,046	\$60,751
8	\$50,950	\$52,272	\$53,788	\$55,240	\$56,812	\$58,459	\$60,029	\$61,642
9	\$52,344	\$53,755	\$55,207	\$56,807	\$58,568	\$60,266	\$61,953	\$63,686
10	\$54,093	\$55,709	\$57,205	\$58,914	\$60,672	\$62,482	\$64,285	\$66,268
11	\$56,564	\$58,077	\$59,693	\$61,451	\$62,955	\$64,820	\$66,756	\$68,741
12	\$60,413	\$62,225	\$63,964	\$65,840	\$67,785	\$69,677	\$71,764	\$73,917
13	\$65,194	\$67,116	\$69,062	\$71,141	\$73,296	\$75,612	\$77,957	\$80,336
14	\$72,412	\$74,503	\$76,632	\$78,846	\$81,122	\$83,459	\$85,859	\$88,253
15	\$78,997	\$81,178	\$83,491	\$85,864	\$88,327	\$90,927	\$93,632	\$96,332

Appendix A-3



## Secretarial and Buildings & Grounds Salary Guides

Note: Initial placement on the guide will be at the discretion of the superintendent, but not less than the number of full years in the system in the classification, except that any person employed at the effective date of this guide who has received a negative evaluation for services in the current school year may be held at that salary. Each employee shall be placed on his/her proposed step of the salary as of the beginning of their contractual year.

Each employee will be given full credit for one (1) year of service towards the next increment step for the following year after working one-half or more of the required days in the normal work year.

### B&G Classifications

- A Custodians, Drivers, Stock Clerks
- B Asst. in Reproduction,
- C Asst. Groundskeeper
- D Journeyman, Carpenter, Plumber, Electrician, Painter, HVAC, Head Groundskeeper, Reproduction Head, Locksmith

*Appendix B-1*

Secretarial and Buildings & Grounds Salary Guides (Continued)

Grandfathered Secretarial and Custodial Guides

Grandfathered 12 Month Secretaries			
Line	2005-06	2006-07	2007-08
A	53684	55617	57563
B	50527	52346	54179
C	47490	49199	50921
D	44303	45898	47504

Grandfathered 10 Month Secretaries			
Line	2005-06	2006-07	2007-08
A	44737	46348	47970
B	42107	43622	45149
C	39575	41000	42435
D	36918	38247	39586

Grandfathered B&G Personnel			
Line	2005-06	2006-07	2007-08
A	46425	48050	49732
B	49300	51026	52811
C	53000	54855	56775
D	56725	58710	60765

Appendix B-2

Secretary Salary Guides  
2005-2006

12 Month

LINE	<del>1</del>	<del>2</del>	3	4	5	6	7	8	9	
	New		1	2	3	4	5	6	7	8
A	<del>32054</del>	<del>34662</del>	35310	36878	37500	38226	40234	43286	46103	48643
B	<del>30169</del>	<del>33038</del>	34625	34658	35035	36614	37979	39129	42199	44524
C	<del>27917</del>	<del>29866</del>	31035	31643	32481	33443	35012	36819	39778	41970
D	<del>23155</del>	<del>25317</del>	27146	30239	31646	32845	34230	35000	35656	37621

10 Month

LINE	<del>1</del>	<del>2</del>	3	4	5	6	7	8	9	
	New		1	2	3	4	5	6	7	8
A	<del>26711</del>	<del>28886</del>	29426	30730	31200	32500	34500	36072	38494	39803
B	<del>25141</del>	<del>27531</del>	28855	28882	29196	30513	31649	33349	35165	36361
C	<del>23265</del>	<del>24888</del>	25862	26370	27067	27869	29176	30996	33148	34275
D	<del>19296</del>	<del>21096</del>	22000	25199	26372	27371	28525	30000	31000	32054

Appendix B-3

Secretary Salary Guides  
2006-2007

12 Month

<b>LINE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>A</b>	36725	37800	39375	40000	42000	45017	46103	50468
<b>B</b>	35000	35525	36787	38079	37979	39129	42199	46194
<b>C</b>	31500	32500	33000	34000	35012	37000	39778	43544
<b>D</b>	28232	30995	33228	33831	34230	35000	35656	39032

10 Month

<b>LINE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>A</b>	29426	31499	32760	33800	35880	37515	38494	41296
<b>B</b>	28855	29604	30656	31733	31649	33349	35165	37724
<b>C</b>	25862	27029	28420	27869	29176	30996	33148	35560
<b>D</b>	22000	25829	27690	28192	28525	30000	31000	33256

*Appendix B-4*

Secretary Salary Guides  
2007-2008

12 Month

<b>LINE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>A</b>	38000	39000	40753	41400	42000	45500	46103	52284
<b>B</b>	36500	36000	37000	37750	38500	40000	42199	47857
<b>C</b>	32750	33638	34500	35200	36000	37150	41000	45120
<b>D</b>	28500	30250	32275	33975	34500	35000	35656	40445

10 Month

<b>LINE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>A</b>	30456	32601	33907	34983	35880	37515	38494	42782
<b>B</b>	29865	30641	31729	32844	31649	33349	35165	39083
<b>C</b>	26767	27975	29415	28844	29176	30996	33148	36847
<b>D</b>	22770	25829	28244	29179	28525	30000	31000	34460

*Appendix B-5*

**Buildings and Grounds Salary Guides**

2005-2006 guide movement: old 1 to new 1, etc., old step 7 moves to new step 7, step eight remains on new step 8.

old	1	2	3	4	5	6	7	8	
LINE	new	1	2	3	4	5	6	7	8
A	<del>28205</del>	29300	30565	32000	33500	34381	35756	40016	41425
B	<del>28329</del>	29500	30699	31927	33205	34532	36897	41514	42980
C	<del>29405</del>	30580	31865	33140	34465	36000	38500	42250	43950
D	<del>31196</del>	33000	35000	36100	38000	41000	44000	47911	49600

2006-2007

LINE	1	2	3	4	5	6	7	8
A	29500	31788	33280	34505	35756	36650	40416	42916
B	30000	31927	33204	34201	35913	38004	42344	44527
C	31250	33140	34466	35499	37440	39655	43095	45532
D	33000	36400	37544	39140	42640	45320	48869	51386

2007-2008

LINE	1	2	3	4	5	6	7	8
A	31000	33000	35000	36000	37000	38000	40416	44461
B	32000	34000	36000	37000	38000	40500	43000	46130
C	33000	35000	37000	38000	39000	41500	44000	47171
D	35000	36500	38500	40000	42750	45500	49000	53235

Appendix C-1

<b>Technical Staff</b>		<b><u>2005-06</u></b>	<b><u>2006-07</u></b>	<b><u>2007-08</u></b>
<b><u>Office of Registration and Testing</u></b>	Step 1	\$44,505	\$46,063	\$47,675
	Step 2	\$48,128	\$49,812	\$51,555
	Step 3	\$51,750	\$53,561	\$55,436
	Step 4	\$54,185	\$56,082	\$58,045
<b><u>CO-Business Computer Operations:</u></b>	Step 1	\$52,000	\$54,500	\$55,500
	Step 2	\$54,000	\$56,000	\$58,500
	Step 3	\$58,000	\$59,000	\$61,500
	Step 4	\$60,926	\$63,211	\$65,581
<b><u>Computer/Data Analysts:</u></b>	Step 1	\$51,828	\$53,772	\$54,000
Schedule A:	Step 2	\$53,869	\$55,889	\$58,000
	Step 3	\$54,250	\$56,284	\$60,000
	Step 4	\$56,674	\$58,799	\$61,004
<b><u>Computer/Data Analysts:</u></b>	Step 1	\$42,000	\$43,000	\$45,000
Schedule B:	Step 2	\$43,000	\$44,000	\$46,000
	Step 3	\$44,000	\$45,000	\$47,000
	Step 4	\$45,000	\$46,688	\$48,438

Appendix D-1

**Aides and/or Teaching Assistants:**

<b><u>Bonus Rates</u></b>	<b><u>Year 1</u></b>	<b><u>Yr. 2,</u></b>	<b><u>Yr. 3</u></b>	<b><u>Step 2005-06</u></b>	<b><u>Step</u></b>	<b><u>2006-07</u></b>	<b><u>2007-08</u></b>
County Sub	2.00%	2.00%	2.00%	1	\$13.00	-	<del>\$13.00</del>
BA	2.50%	2.50%	2.75%	2	\$14.50	1	\$14.00
Teaching Cert.	3.50%	3.75%	4.00%	3	\$16.00	2	\$16.00
Job Coach	3.50%	3.75%	3.75%	4	\$17.00	3	\$17.00
				5	\$18.00	4	\$18.00
				6	\$18.87	5	\$19.51
							\$20.20

**Guide Movement 2005-2006:**

Step 1 moves to 2, 2 to 3, 3 to 4, 4 to new 5, five to 6.

**Guide Movement 2006-2007:**

Step 1 moves to 2 and becomes new step 1, etc. Old step "1" is dropped.

**Bus Driver** - Paid as per the rate of the aide/job coach, plus \$1.00 per hour.

**Security Personnel:**

<b><u>Step</u></b>	<b><u>2005-06</u></b>	<b><u>2006-07</u></b>	<b><u>2007-08</u></b>
1	\$32,500	\$34,000	\$36,000
2	\$35,000	\$36,000	\$39,000
3	\$39,000	\$40,000	\$41,000
4	\$42,422	\$43,949	\$45,619



**Appendix E - Coaching Stipends:**

**Group I**

			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Football	Head	2005-06	\$9,744	\$10,230	\$10,743	\$11,350	\$11,968
		2006-07	\$10,134	\$10,640	\$11,173	\$11,804	\$12,446
		2007-08	\$10,539	\$11,065	\$11,619	\$12,276	\$12,944
Asst.	2005-06	\$4,834	\$5,075	\$5,330	\$5,631	\$5,939	
	2006-07	\$5,027	\$5,278	\$5,543	\$5,856	\$6,177	
	2007-08	\$5,228	\$5,489	\$5,765	\$6,090	\$6,424	

**Group II**

Basketball, Ice Hockey	Head	2005-06	\$6,856	\$7,193	\$7,555	\$7,983	\$8,413
		2006-07	\$7,130	\$7,480	\$7,857	\$8,302	\$8,749
		2007-08	\$7,415	\$7,780	\$8,171	\$8,634	\$9,099
Asst.	2005-06	\$3,940	\$4,134	\$4,345	\$4,593	\$4,841	
	2006-07	\$4,098	\$4,300	\$4,519	\$4,777	\$5,035	
	2007-08	\$4,262	\$4,472	\$4,699	\$4,968	\$5,236	

**Group III**

Baseball, Field Hockey, Soccer, Gymnastics, Lacrosse Softball, Outdoor Track	Head	2005-06	\$5,661	\$5,773	\$6,058	\$6,406	\$6,751
		2006-07	\$5,887	\$6,004	\$6,300	\$6,662	\$7,021
		2007-08	\$6,123	\$6,244	\$6,552	\$6,929	\$7,302
Volley ball, Wrestling, Swimming	Asst.	2005-06	\$3,404	\$3,580	\$3,752	\$3,962	\$4,179
		2006-07	\$3,540	\$3,723	\$3,902	\$4,121	\$4,346
		2007-08	\$3,682	\$3,872	\$4,058	\$4,286	\$4,520

**Group IV**Cross Country, Indoor Track,  
Bowling, Fencing, Crew

		1	2	3	4	5
Head	2005-06	\$4,203	\$4,413	\$4,630	\$4,894	\$5,157
	2006-07	\$4,371	\$4,589	\$4,816	\$5,089	\$5,363
	2007-08	\$4,546	\$4,773	\$5,008	\$5,293	\$5,578
Asst.	2005-06	\$3,317	\$3,368	\$3,653	\$3,862	\$4,066
	2006-07	\$3,449	\$3,502	\$3,800	\$4,016	\$4,229
	2007-08	\$3,587	\$3,642	\$3,952	\$4,177	\$4,398

**Group V**

Golf, Tennis,

Head	2005-06	\$3,346	\$3,511	\$3,692	\$3,901	\$4,112
	2006-07	\$3,480	\$3,651	\$3,840	\$4,058	\$4,277
	2007-08	\$3,619	\$3,797	\$3,993	\$4,220	\$4,448
Asst.	2005-06	\$2,488	\$2,704	\$2,920	\$3,137	\$3,353
	2006-07	\$2,587	\$2,812	\$3,037	\$3,262	\$3,487
	2007-08	\$2,691	\$2,925	\$3,159	\$3,393	\$3,627

Equipment Manager

	Fall	Winter	Spring
2005-06	\$4,059	\$2,594	\$4,059
2006-07	\$4,221	\$2,698	\$4,221
2007-08	\$4,390	\$2,805	\$4,390

Middle School Athletics

Teacher Hourly Rate.

**Sports Tickets:** Years I, II and III: Fall: \$102, \$106, \$110; Winter Group III club stipend; Spring: \$64.50; \$67; \$70 per game.

**Appendix F - Schools Sponsored Clubs And Activity Stipends**

<b>Activity</b>	<b>Group</b>	<b>Activity</b>	<b>Group</b>	<b>Activity</b>	<b>Group</b>
American Field Service	<b>IV</b>	Junior Class	<b>III</b>	MS Stud. Council	<b>I</b>
Amphitheatre Business	<b>II</b>	Key Club	<b>R</b>	National Honor Society 2	<b>III</b>
Amphitheatre Editorial	<b>I</b>	Lighting	<b>I**</b>	NOW	<b>R</b>
Amphitheatre Proofing	<b>III</b>	Literary Magazine	<b>III</b>	Oceanography Club	<b>R</b>
Art Council	<b>R</b>	Marching Band	<b>I*</b>	Peer Counseling	<b>R</b>
Asst Marching Band	<b>II*</b>	Math League	<b>R</b>	Play Director Level I	<b>I</b>
Audio Squad Director	<b>II</b>	Mini-medical Club	<b>R</b>	Play Director Level II	<b>II</b>
Cheerleader Asst (2)	<b>III</b>	Mock Trial	<b>R</b>	Prime Time MS	<b>II</b>
Cheerleaders	<b>I</b>	Model Congress	<b>R</b>	Robotic I	<b>R*</b>
Chemistry Olympics	<b>R</b>	Model UN	<b>R</b>	Robotic II	<b>R*</b>
Chess Club – Team	<b>R</b>	Mountaineer	<b>I</b>	ROTC Drill Team	<b>R</b>
DECA	<b>R</b>	Mountaineer Business	<b>II</b>	Senior Class	<b>II</b>
Director Level I Production	<b>III</b>	MS AV / Lighting	<b>II</b>	Sophomore Class	<b>IV</b>
Director Level II	<b>IV</b>	MS Drama	<b>II</b>	Sports Ticket Fall	<b>See App E</b>
Diversity Club	<b>R</b>	MS Model Congress	<b>R</b>	Sports Ticket Spring	<b>See App E</b>
Drama	<b>II</b>	MS Model UN	<b>R</b>	Sports Ticket Winter	<b>III</b>
Fed Challenge Grant	<b>R</b>	MS Nat Honor Soc.	<b>R</b>	Student Coalition (2)	<b>I</b>
Freshman Class	<b>IV</b>	MS Newspaper	<b>III</b>	Student Exchange Program	<b>IV</b>
Future Teachers of America	<b>R</b>	MS Rogate (2)	<b>R</b>	VICA	<b>IV</b>
Hillside AV	<b>III</b>	MS Yearbook	<b>III</b>	Winter Guard	<b>IV</b>
Hospitality Club	<b>IV</b>	MS/HS Science Olympiad	<b>R</b>	R = Clubs using Ratio	

**Stipend Amounts**

<b>Year</b>	<b>Group I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
2005-06	\$2,815	\$2,062	\$1,500	\$927
2006-07	\$2,928	\$2,145	\$1,560	\$964
2007-08	\$3,045	\$2,231	\$1,622	\$1,002

\* 05-06= +1647, 06-07= +1713, 07-08= +1782      \*\* 05-06=+7027, 06-07=+7308, 07-08=+7601  
 + 05-06= +1500, 06-07= +1560, 07-08= +1622      ++ 05-06=+1000, 06-07=+1040, 07-08=+1082

Ratioed amounts are calculated by adding all the points earned in the following categories and multiplying the total points time the Base amount.

(i.e., 3+2+3+.5+1= 14 points times base in 2005-06 of \$217 = \$3,038 for the activity.

**Ratio Formula**

**Base:**

2005-06	\$217
2006-07	\$226
2007-08	\$235

**# Hours:**

less 30: 0	less 60: 1
less 100: 2	less 150: 3
less 200: 4	250+: 5

**External Participation:**

Regional or State Competitions:

**Category:**

Academic	3
Extra-Curr/Sch. Activity	2
Sports/Recreation	1

**Time:**

During School:	0
After School:	0.5
After School/Evening	1
After Sch./Evenings/Weekends	2

\* time considers when MOST of the activity occurs:

**# Students:**

2-10: 0;	11-20: 0.75
21-35: 1;	35-50: 1.5
50+: 2;	

Note: Student Ratio gets divided by # advisors

Only clubs specifically recommended by the administration and individually pre-approved by the board receive payment. All ratioed clubs must submit an end of year assessment of their yearly activities prior to being approved for the following year.

**MONTCLAIR PUBLIC SCHOOLS**

To: **Personnel Department** (Both Copies)

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

Name: \_\_\_\_\_

School: \_\_\_\_\_

I hereby request \_\_\_\_\_ day(s) of absence from my duties.

Date(s) of absence(s): \_\_\_\_\_

This absence is requested:            With pay \_\_\_\_\_            Without pay \_\_\_\_\_

If requested **with pay**, credit this time to the following checked category:

- |        |   |               |
|--------|---|---------------|
| _____  | 1. Illness in the immediate family.<br>Indicate relationship: _____               | 3-5 days max. |
| _____  | 2. Death in the family.<br>Indicate relationship: _____                           | 5 days max.   |
| _____* | 3. Personal Day - approved - Reason <b>must</b> be given below:<br>_____<br>_____ | 2 days max.   |
| _____* | 4. Personal Day - no reason.  | 2 days max.   |
| _____* | 5. Earned Bonus day (no sick days taken)  | 1 day max.    |
| _____* | 6. Other (Credit) _____   |               |

\*These Require Prior Approval Otherwise Loss of Pay Could Result.

Personal days #3 and 4 may not be used on the working day prior to or following a vacation or holiday on the employee's calendar. Short term leaves, vacations, and absences are credited in 1/2 day increments. Working less than 1/4 of the contractual day gives no credit and a full day is recorded. After 1/4 of the day is worked, a 1/2 day's leave will be charged to the approved category.

_____	Approval Recommended	Signature _____ <small>(Principal/Supervisor)</small>
_____	Approval not Recommended	Date: _____

---

**Personnel Office Only**

_____	Approved	_____
_____	Disapproved	Date: _____

Comment:

All unused days in categories 3, 4, and 5 will be added to an employee's cumulative sick leave total.

Form B-57 - Revised 7/77, 6/85, 9/88, 7/91, 4/94

