

**MONTVILLE TOWNSHIP BOARD OF EDUCATION**

**and**

**MONTVILLE TOWNSHIP EDUCATION ASSOCIATION**

**AGREEMENT**

**July 1, 2004 - June 30, 2007**

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APPENDIX I

## ARTICLE I

THIS AGREEMENT, entered into the \_\_\_\_ of \_\_\_\_\_, 2004 by and between

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

AND

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

WHEREAS, the Board and the Association, in accordance with the New Jersey Employer-Employee Relations Act, have met and collectively negotiated in good faith the terms and conditions of employment of the members of the Association for the 2004-2007 school years;

AND

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

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

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## ARTICLE II

### RECOGNITION

#### SECTION 1

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

#### SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall supersede.

SECTION 6

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

**ARTICLE III**

**COMPENSATION**

SECTION 1

The salary of each teacher employed by the Board shall be in accordance with the salary guides attached hereto as Schedule A 2004-2005, Schedule B 2005-2006, Schedule C 2006-2007, and incorporated by reference.

SECTION 2

The individual contract of each coach employed by the Board shall provide for compensation in accordance with the stipend guides attached hereto as Schedule D 2004-2007 Coaches' Classifications; Schedule E Head Coaches' Salary Guides 2004-2005, 2005-2006, 2006-2007; and Schedule F Assistant Coaches' Salary Guides 2004-2005, 2005-2006, 2006-2007, and incorporated by a reference.

### SECTION 3

The individual contract of each advisor employed by the Board shall provide for compensation in accordance with the stipend guides attached hereto as Schedule G Advisor's Stipends 2004-2005, 2005-2006 and 2006-2007, and incorporated by a reference.

### SECTION 4

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

### SECTION 5

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

### SECTION 6

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

### SECTION 7

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

### SECTION 8

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

### SECTION 9

- A. Horizontal advancement on the salary guide may occur one time per year, i.e. in

September, for all course work completed through the preceding summer session. If the employee's scholastic records are delayed by the educational institution, this payment will be made retroactively.

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

#### SECTION 10

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

### **ARTICLE IV**

#### **TEACHER LEAVE**

#### SECTION 1

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

#### SECTION 2

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

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

which event the reason(s) shall be furnished as soon as possible.

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

### SECTION 3

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

### SECTION 4

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

### SECTION 5

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

### SECTION 6

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

- A. A sabbatical leave may be granted to a teacher for study in the teacher's area of specialization, or for other reasons deemed sufficient by the Montville Township School District, as determined by the administration and approved within the sole discretion and final authority of the Board.
- B. A teacher may apply for sabbatical leave only upon the completion of at least seven (7) full years of service in the Montville Township School District.
- C. No more than two (2) teachers shall be granted sabbatical leave for the same year.



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

## SECTION 7

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

## SECTION 8

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

## SECTION 9

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

## SECTION 10

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

# ARTICLE V

## WORKSHOPS, CONVENTIONS AND PROFESSIONAL DAYS

### SECTION 1

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

SECTION 2

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

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

**ARTICLE VI**

**CREDIT UNIONS**

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

**ARTICLE VII**

**INSURANCE**

SECTION 1

- A. 1. For those teachers hired before July 1, 1996, the Board shall provide hospitalization insurance with coverage being substantially similar to the coverage provided by Blue Cross-Blue Shield Family Plan with Rider J. The Board reserves the right to select and/or change the insurance company to provide the coverage. In addition, the Board and the Association shall designate four (4) mutually agreeable HMO's for those employees seeking alternate insurance coverage. The employee shall be responsible for all costs incurred for using the HMO that are in excess of the Board's premium cost for the insurance coverage provided in this section. The Board shall assume all liability for the limitation on the number of HMO's.
- 2. All members enrolled in the traditional indemnity plan (PACE) shall contribute via payroll deduction \$240 per year for each year of this agreement.
- B. Employees hired after July 1, 1996 shall be entitled to Full Family HMO Blue or an equivalent plan at no cost to the employee. They may enroll in the traditional indemnity plan, but will pay the additional cost. Effective July 1, 2003, the base

plan shall become a full family PPO plan. All members hired after July 1, 1996 shall be entitled to Full Family PPO coverage at no additional expense to the employee in the year 2003-2004. They may enroll in the traditional indemnity plan, but will pay additional cost.

C. The Board will provide a Section 125 plan.

D. 1. All employees will abide by the Blue Cross/Blue Shield pre-admission conference clause. Said pre-admission conference clause will waive the forty-eight (48) hour Blue Cross/Blue Shield emergency provision.

2. The following changes to the Hospitalization/Major Medical Insurance program shall be implemented:

(a) The pre-admission review penalty shall be 50%.

(b) The deductible for catastrophic illness shall be \$3,000. This shall mean that after the deductible is met, major medical will pay 80% of the next \$3,000 of covered medical expenses and 100% of the expenses above \$3,000 for covered medical expenses incurred by covered person during the benefit period, not to exceed \$1,000,000.

3. The deductible for major medical shall be:

Single:	\$200 per year
Parent/Child:	\$400 per year
Family:	\$400 per year
Husband/Wife	\$400 per year

4. The office visit co-pay for HMO participants shall be \$5.00 effective July 1, 2004.

5. Employees opting to waive insurance coverage shall receive payments as follows:

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

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

## SECTION 2

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

## SECTION 3

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

## SECTION 4

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

## SECTION 5

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

## SECTION 6

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

## SECTION 7

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

## ARTICLE VIII

### TUITION REIMBURSEMENT

#### SECTION 1

- A. With the pre-approval of the Superintendent, the Board will reimburse all full time certified staff members for courses taken at an accredited university or college for the purpose of attaining advanced degrees or additional certification, subject to Section 4 below. Said staff members shall be reimbursed for one hundred percent (100%) of the tuition (excluding text books, fees and supplies) not to exceed the state college tuition rate per credit or not to exceed the Montclair State College rate if a private college is attended, and a maximum of nine (9) credits per year. Tuition will be reimbursed upon successful completion of each course with a minimum grade of B-, or Pass, if there is a pass/fail option, and the submission of a transcript and paid tuition bill. Up to three (3) of the nine (9) credits per year may be taken as pass/fail and reimbursed.
- B. All part-time certified staff members who are employed under a 44-49% contract will be eligible to receive tuition reimbursement under Section 1 of Article VIII, at a pro rata rate comparable to their stipulated contract, (e.g., percent of rate for full-time staff members.) and subject to Section 4, below.
- C. The reimbursement year shall be defined as July 1 to June 30. Completion of the course indicates the year in which it is to be counted towards the per year maximum.

#### SECTION 2

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

#### SECTION 3

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

#### SECTION 4

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

- During the 1st year from date of employment - 0 credits
- During the 2nd year from date of employment - up to 3 credits
- During the 3rd year from date of employment - up to 6 credits

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### SECTION 1

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

#### SECTION 2

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

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

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

#### SECTION 3

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

#### SECTION 4

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

#### SECTION 5

The processing of a grievance shall occur as follows:

##### A. LEVEL 1

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

##### B. LEVEL 2

1. If the grievance remains unresolved, the grievant may set forth the complaint in writing within five (5) calendar days from the date of the Level 1 discussion and shall receive a written decision from his/her immediate superior within three (3) calendar days of submission of the complaint.

2. A written grievance must identify:

- (1) The specific contract provision(s) or policies that have been violated;
- (2) The grievant(s);
- (3) The nature and extent of the injury or loss;
- (4) The result of any previous discussions;
- (5) The reason for dissatisfaction with the previous discussions; and
- (6) The precise remedy sought.

##### C. LEVEL 3

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



D. LEVEL 4

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

E. LEVEL 5

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

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

SECTION 6

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

## ARTICLE X

### WORK YEAR AND TEACHING HOURS

#### SECTION 1

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

#### SECTION 2

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

#### SECTION 3

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

- A. In-Service Programs;
- B. Staff Meetings;

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

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

- C. Student Assistance;

D. Curriculum Assessment and Committee Work

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

E. As required by emergency situation.

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

SECTION 4 - Teacher Work Day

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

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

2. High School Flexible Scheduling

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

1. Teachers shall receive a duty free lunch.
2. If there is a problem with a particular teacher's schedule, the teacher shall:
  - a) identify the problem;
  - b) discuss it with an appropriate administrator;
  - c) appeal to a Problem Resolution Committee. The decision of the committee as to whether a problem is resolvable shall be final.
3. The Committee shall consist of:
  1. subject supervisor;
  2. an administrator (principal or designee);
  3. teacher representative;
  4. Other people may participate as resources.

SECTION 5

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

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

SECTION 6

A. ELEMENTARY SCHOOL

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

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

B. MIDDLE AND HIGH SCHOOLS

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

SECTION 7

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

SECTION 8 - Preparation Time

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

levels 4 and 5.

- C. Middle school teachers shall be scheduled for 300 minutes of non-instructional time per week which includes 200 minutes of preparation time.
- D. High school subject area and special education teachers shall be scheduled for 205 minutes of preparation time per week.
- E. Team leaders at the middle school shall remain duty-free and shall receive a stipend of \$1,000 per year.

#### SECTION 9 - Workshops

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

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

#### SECTION 10 - Work and Teaching Hours

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

## ARTICLE XI

### SCHOOL CALENDAR

#### SECTION I

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

## ARTICLE XII

### REPRESENTATION FEE

#### SECTION 1 - Purpose

The Board and the Association agree that if an employee does not become a member of the Association during any membership year which is covered in whole or in part by this contract, said employee will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as a majority representative.

#### SECTION 2 - Amount of Fee

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

### SECTION 3 - Deduction and Transmission of Fee

#### A. Notification

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

#### B. Payroll Deduction Schedule

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

### SECTION 4

#### A. Termination of Employment

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

#### B. Mechanics

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



C. Changes

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

D. New Employees

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

SECTION 5 - Indemnification and Save Harmless Provision

A. Liability

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

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

B. Exception

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

## **ARTICLE XIII**

### **MENTORING**

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

## **ARTICLE XIV**

### **BOARD'S RIGHTS**

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

## **ARTICLE XV**

### **MISCELLANEOUS PROVISIONS**

#### **SECTION 1**

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

#### **SECTION 2**

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

### SECTION 3

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

### SECTION 4 - Nondiscrimination

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

### SECTION 5 - Postings

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

## ARTICLE XVI

### FULLY BARGAINED PROVISIONS

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

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

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

THE BOARD OF EDUCATION OF  
TOWNSHIP OF MONTVILLE

ATTEST:

Domenee J. Butler 9/1  
Board Secretary

By: [Signature]  
President

THE MONTVILLE TOWNSHIP  
EDUCATION ASSOCIATION

ATTEST:

[Signature] 9/2/04  
Vice President

By: Elva S. Lerman  
President 9/2/04

Judith A. Jester  
Vice President 9/2/04

**Step Progression for the new contract**

<b>Present 2003-2004</b>	<b>Year 1 2004-2005</b>	<b>Year 2 2005-2006</b>	<b>Year 3 2006-2007</b>
	1	1	1
1	2	2	2
2	3	3	3
3	4	4	4
4	5	5	5
5	6	6	6
6	7	7	7
7	8	8	8
8	9	9	9
9	10	10	10
10	11	11	11
11	12	12	12
12	13	13	13
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	16
18	18	17	16

**SCHEDULE A**

**SALARY GUIDES**

**2004-05**

<b><u>STEP</u></b>	<b><u>BA</u></b>	<b><u>BA+30</u></b>	<b><u>MA</u></b>	<b><u>MA+30</u></b>
1	35,900	38,500	39,500	42,350
2	36,750	39,370	40,500	43,550
3	37,870	40,620	41,950	45,100
4	39,340	42,220	43,300	46,600
5	40,790	43,820	44,850	48,300
6	42,140	45,290	46,400	50,100
7	43,260	46,570	47,710	51,600
8	44,320	47,730	48,890	52,950
9	45,370	48,950	50,130	54,400
10	46,420	49,620	51,330	55,900
11	47,490	51,590	52,580	57,300
12	48,350	52,390	53,700	58,750
13	49,250	53,650	55,100	60,600
14	51,230	55,610	56,900	62,000
15	53,490	57,050	61,300	67,480
16	58,600	62,500	67,500	74,200
17	63,500	68,400	73,600	80,600
18	67,120	72,690	77,210	84,730

**Longevity:**

15 years of service - \$ 700 a year

20 years of service - \$1,200 a year

25 years of service - \$1,800 a year

**SCHEDULE B**

**SALARY GUIDES**

**2005-06**

<b><u>STEP</u></b>	<b><u>BA</u></b>	<b><u>BA+30</u></b>	<b><u>MA</u></b>	<b><u>MA+30</u></b>
1	37,550	39,920	41,300	44,350
2	38,510	41,270	42,400	45,450
3	39,790	42,880	44,210	47,360
4	41,240	44,180	45,300	48,750
5	42,690	45,900	47,000	50,550
6	44,110	47,430	48,660	52,450
7	45,270	48,640	49,840	53,850
8	46,420	49,860	51,080	55,300
9	47,470	51,130	52,430	56,900
10	48,640	52,050	53,830	58,500
11	49,690	53,500	54,950	59,900
12	50,350	54,650	56,200	61,700
13	51,280	55,960	58,350	64,850
14	53,540	58,400	61,650	68,180
15	57,740	61,540	66,890	74,190
16	63,600	67,700	73,200	80,600
17	68,860	74,580	79,220	86,940

Longevity:

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

**SCHEDULE C**

**SALARY GUIDES**

**2006-2007**

<b><u>STEP</u></b>	<b><u>BA</u></b>	<b><u>BA+30</u></b>	<b><u>MA</u></b>	<b><u>MA+30</u></b>
1	38,920	40,920	42,920	45,420
2	39,930	42,660	43,860	47,820
3	41,280	44,330	45,860	49,820
4	42,830	45,790	47,060	51,370
5	44,380	47,590	48,710	53,240
6	45,630	49,060	50,370	55,170
7	46,830	50,340	51,650	56,050
8	48,060	51,690	53,040	58,200
9	49,180	52,860	54,360	60,720
10	50,330	54,140	56,810	63,690
11	51,480	55,820	58,920	66,320
12	52,520	57,120	60,420	67,320
13	54,020	60,020	64,020	71,400
14	58,320	63,720	68,920	75,670
15	63,920	68,820	74,420	81,840
16	71,125	77,020	81,800	90,000

**Longevity**

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



**SCHEDULE D**  
**COACHES' CLASSIFICATIONS**

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

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

**SCHEDULE E**  
**COACHES' SALARY GUIDES – HEAD COACHES**

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
CAT. 1	7753	8110	8475
	8151	8526	8909
	8826	9232	9648
	9685	10130	10586
CAT. 2	5607	5865	6128
	5874	6144	6420
	6277	6565	6861
	7277	7611	7954
CAT. 3	5476	5728	5985
	5816	6084	6357
	6141	6423	6712
	7088	7414	7748

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

**SCHEDULE E**  
**COACHES' SALARY GUIDES - ASSISTANT COACHES**

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
CAT. 1-A	4544	4753	4967
	4811	5032	5259
	5340	5585	5837
	6083	6363	6649
CAT. 1	4209	4403	4601
	4476	4682	4892
	4811	5032	5259
	5816	6084	6357
CAT. 2	3874	4052	4234
	4146	4337	4532
	4413	4616	4824
	5539	5793	6054
CAT. 3	3811	3986	4166
	4078	4266	4458
	4340	4539	4744
	5418	5667	5922

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

**SCHEDULE G**  
**ADVISOR'S STIPENDS**

**ELEMENTARY SCHOOL**

<b><u>POSITION</u></b>	<b><u>2004-05</u></b>	<b><u>2005-06</u></b>	<b><u>2006-07</u></b>
Play production	377	394	412
Clubs	675	706	738
Intramurals (60 hours)	1037	1084	1133
Intramurals (90 hours)	1544	1615	1688
Geography Club	845	884	924
Math 24	845	884	924
Peer Mediation/Tutoring	880	920	962
Safety Patrol Club	845	884	924
Science Club (2)	845	884	924
Student Council (2)	1400	1464	1530

**SCHEDULE G**  
**ADVISOR'S STIPENDS**

**ROBERT LAZAR MIDDLE SCHOOL**

<b><u>POSITION</u></b>	<b><u>2004-05</u></b>	<b><u>2005-06</u></b>	<b><u>2006-07</u></b>
Basketball	780	816	853
Field Hockey	780	816	853
Softball	780	816	853
Soccer	780	816	853
Gymnastics	780	816	853
Forensics	2005	2097	2192
Music Program	780	816	853
Music Program	471	493	515
Student Council	1063	1112	1162
Student Council-Assistant	780	816	853
Eighth Grade Advisor	780	816	853
Eighth Grade Advisor-Assistant	780	816	853
Yearbook	2000	2092	2186
Newspaper	1000	1046	1093
Girls Gymnastics	1178	1232	1287
Builders Club	1000	1046	1093
Just Say "NO"	780	816	853
Art Club	780	816	853
Gifted & Talented (8)	1204	1259	1316
Theater	1874	1960	2049
Music Director-Theater Arts	717	750	784
Play Director	1874	1960	2049
Set Design/Construction	482	504	526
Choreographer	241	252	263
Choir	790	827	864
Band	790	827	864
Orchestra Director	471	493	515
Make-A-Wish (2)	1000	1046	1093
Math Counts (2)	905	947	989
Environmental Club	790	827	864
Fitness Club	790	827	864
Computer Club	790	827	864
Mentor/Advisory Coordinator	1188	1243	1299
NJ Peer To Peer (2)	815	852	891

**SCHEDULE G**  
**ADVISORS' STIPENDS**

**MONTVILLE TOWNSHIP HIGH SCHOOL**

<b><u>POSITION</u></b>	<b><u>2004-05</u></b>	<b><u>2005-06</u></b>	<b><u>2006-07</u></b>
Treasurer	1800	1883	1968
Class Advisor -			
Freshman	2141	2240	2340
Sophomore	2141	2240	2340
Junior	2141	2240	2340
Senior	2476	2590	2707
Forensics	7282	7617	7960
Yearbook -			
Layout	4460	4665	4875
Photography	2738	2864	2993
Business	1434	1500	1568
Literary Magazine	1335	1396	1459
Drama -			
Fall Production	3209	3357	3508
Musical	4544	4753	4967
Business Mgr.	700	732	765
Scenery Const.	2068	2163	2260
Marching Band -			
Director	7486	7830	8183
Assistant	2806	2935	3067
Band Front	2806	2935	3067
Orchestra Leader	1204	1259	1316
Ski Club -			
Advisor	1602	1676	1751
Assistant	733	767	802
Newspaper	2539	2656	2775
National Honor Society (2)	1272	1331	1391
Service Club (2)	2200	2301	2405
Jazz Ensemble	1680	1757	1836
Choral Director	1607	1681	1757
Art	1272	1331	1390
Future Business Leaders of America (2)	2000	2092	2186
Foreign Language	1272	1331	1390
Mathematics	1272	1331	1390
Science	1272	1331	1390
Varsity M	1272	1331	1390

**SCHEDULE G**  
**ADVISORS' STIPENDS**

**MONTVILLE TOWNSHIP HIGH SCHOOL**

<b><u>POSITION</u></b>	<b><u>2004-05</u></b>	<b><u>2005-06</u></b>	<b><u>2006-07</u></b>
Academic Decathlon -			
Advisor	2356	2464	2575
Assistant	2167	2267	2369
Computer	1272	1331	1390
Junior Statesman	1403	1468	1534
CHEF	1272	1331	1390
Project Link-Up	1272	1331	1390
Environment Club	1272	1331	1390
SAC	2000	2092	2186
DECA (2)	1900	1987	2077
After School SAT -			
English	2005	2097	2192
Mathematics	2005	2097	2192
International Concerns	1272	1331	1390
National Student Union	1272	1331	1390
Bowling Club	1272	1331	1390
Volleyball Club	1272	1331	1390
Video Club	1272	1331	1390
Make-A-Wish	1272	1331	1390
SADD	1272	1331	1390
Weight Room Advisor (3) ( one per season)	1100	1151	1202
School-to-Career Coordinator	5366	5613	5865
FIRST ROBOTICS (2)	2860	2992	3126
Rise Above Hatred (RAH)	1272	1331	1390
Badminton Club	1272	1331	1390
Community Crossing	1215	1331	1390
Operation Smile	1215	1331	1390
Future Educators of America	1215	1331	1390
Chess Club	1215	1331	1390

## SCHEDULE H

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



## APPENDIX I

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

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

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

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

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

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