

Agreement

Between the

Montclair Board of Education

and the

Montclair Education Association

for the contract years

2018-2021

TABLE OF CONTENTS

Article 1	Duration of Agreement	1
Article 2	Recognition	1
Article 3	Negotiation of Successor Agreement	2
Article 4	Compensation	3
Article 5	Medical Benefits	11
Article 6	Additional Duties	14
Article 7	Employees' Work Day, Week, and Year	15
7.1	Teachers	15
7.2	Secretaries	16
7.3	Maintenance/Custodians/Reproduction Personnel	17
7.4	Paraprofessionals	19
7.5	Security Personnel	19
7.6	Technical Employees and Computer Technology Analysts	19
Article 8	Employees' Workload and Related Matters	20
8.1	Teachers	20
8.2	Secretaries	22
8.3	Maintenance/Custodians/Reproduction Personnel	23
8.4	Paraprofessionals	24
8.5	Security Personnel	24
8.6	Technical Employees and Computer Technology Analysts	24
Article 9	Meetings and Related Matters	25
Article 10	Voluntary Transfers / Reassignments	25
Article 11	Involuntary Transfers / Reassignments	26
Article 12	Mentoring, Tutoring, Miscellaneous Entitlements	26
Article 13	Leaves	27
Article 14	Employment Procedures	32
Article 15	Dismissal, Discharge, and Discipline	32
Article 16	Promotions and Vacancies	33
Article 17	Reduction in Force and Reemployment	34
Article 18	Employees' Rights	35
Article 19	Student Teachers	36
Article 20	Association Rights and Privileges	36
Article 21	Deductions from Salary	37
Article 22	Representation Fee	38
Article 23	Personnel – Administrative Liaison	39
Article 24	Grievance Procedure	39
Article 25	Protection of Employees, Students, and Property	45
Article 26	Maintenance of Classroom Control and Discipline	45
Article 27	Nondiscrimination	45
Article 28	Employees' Rights Reserved	45
Article 29	Board's Rights Reserved	45
Article 30	Miscellaneous	45
Article 31	Elementary Teachers Only	46
Appendices	Appendices	48
	Certificated Staff Salary Guides	50
	Secretaries / Buildings and Grounds	53
	Technical Staff	57
	Paraprofessionals	58
	Stipend Schedules	60
	Request for Approved Absence Form	63

Index

Athletic Trainer	2.1, 4.1	Promotions	16
Assaults	25.2	Sabbatical	13.2
B&G Personnel		Secretaries	
Compensation	4.1, 4.8	Compensation	4.1, 4.7
Hours	7.3	Duties	7.2
Overtime	4.8	Hours	7.2, 12.3
Uniforms	8.3(d)	Vacations	7.2, 12.3
Vacations	7.3, 12.3	Workload	7.2
Complaints	18.5	Security	
Contracts	14, 30.3	Compensation	4.1, 4.11
Discipline	15	Duties	7.5, 8.5
Dues	4.6(b)	Hours	7.5
Grievances	24	Workload	7.5
Interim Employment	2.3	Seniority	7.2, 17.3, 17.6-8
Lead Teacher	4.5	Sick Leave, Sick Day Bank	13
Leaves	13.3	Summer School	2.1(f), 2.2, 4.2(e)
Longevity	4.12	Teachers	
LPDC Committee	4.17	Compensation	4.1-4.3, 4.5-4.6
Medical	5.1	Duties	6.1-6.5
Paraprofessionals		Hours	7.1
Compensation	4.1, 4.9, 8.4(c)	Meetings	9.1, 9.3, 9.4, 23.1
Duties	8.4	Workload	8.1, 9.2
Hours	7.4	Other	4.2, 4.4
Postings	10.1, 16.1, 16.2	Technical	
		Compensation	4.1, 4.12
		Duties	8.6
		Hours	7.6
		Vacations	7.6, 12.3
		Termination	14
		Transfers	10.3, 10.4, 11.1-11.5
		Tuition	4.16
		Withholdings	4.13

Agreement
Between the
MONTCLAIR BOARD OF EDUCATION
and the
MONTCLAIR EDUCATION ASSOCIATION
for the Contract Years
2018-2021

AGREEMENT (hereinafter the "Agreement") made as of the 1st day of July, 2018, 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, 2018 and end on June 30, 2021.
- 1.2 The period from July 1, 2018 to June 30, 2019 shall be the "First Contract year or "Year One," the period from July 1, 2019 to June 30, 2020 shall be the "Second Contract Year" or "Year Two," and the period from July 1, 2020 to June 30, 2021 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., noncontractual) or per diem appointments:
 - (a) classroom teachers, including teachers of special education classes; librarians; nurses; psychologists; social workers; guidance counselors; student assistance counselors, 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) paraprofessionals/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;

- (i) 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/data analysts

2.2 Definition. Teachers, Secretaries, Maintenance-Custodians, Paraprofessionals 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. On December 1 of the final year of the Agreement, the Board of Education shall utilize their data system to execute a report of all current permanent employees (not substitutes or per diems) covered by the collective bargaining agreement. This report will provide a roster for the employees that includes: employee name, employee job title, step on salary guide, column on salary guide, current salary, current longevity (if applicable), current health care plan (POS, PPO, etc.), current health care coverage (single, p/c, two adults, family, waived, etc.), and current employee contribution toward health care. This report will be provided in CSV (Spreadsheet) format and provided to the Association electronically no later than January 30 of the final year of the Agreement. The time frame may be extended upon mutual agreement of both parties. Once verified and agreed upon, this roster will be the roster utilized for the negotiations process to determine the base cost and increment. This roster will remain unchanged unless agreed upon by both parties.

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: After the initial employment and acceptance of the placement on a salary guide, there will be no reevaluation of experience at a later date for salary guide advancement or placement.

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. **Paraprofessionals**
Paraprofessionals’ salaries are considered hourly and based upon the number of hours as assigned daily, the rate of pay, and the number of working days in an employee’s year. A full time Paraprofessional is defined as working a regular schedule of 30 hours or more per week. A part-time Paraprofessional is defined as working a regular schedule that is less than 30 hours per week.

There shall be four (4) categories of Paraprofessionals:

Category I: Paraprofessionals employed prior to June 30, 2011 and that elect to receive health benefits.

Category I Paraprofessionals shall be paid at the appropriate step set forth in Appendix D-1

Step	2018-19	2019-20	2020-21
1	\$18.72 per hour	\$19.41	\$20.39
2	\$19.80	\$20.49	\$21.47
3	\$21.15	\$21.84	\$22.82
4	\$23.32	\$24.01	\$24.99
5	\$25.80	\$26.49	\$27.47

Category II: Paraprofessionals employed prior to June 30, 2011 waiving/not electing to receive health benefits (Paraprofessionals that waive health benefits shall not be eligible to receive the waiver payment set forth in Section 5.1).

Category II Paraprofessionals shall be paid according to the following guide:

Step	2018-19	2019-20	2020-21
1	\$23.33 per hour	\$24.02	\$25.00
2	\$26.57	\$27.26	\$28.24
3	\$28.73	\$29.42	\$30.40

Category III: Paraprofessionals employed after July 1, 2011 working less than 30 hours

Paid same as Category II Paraprofessionals but are ineligible for health benefits

Category IV: Paraprofessionals employed after July 1, 2011 working 30 hours or more

Paid same as Category I Paraprofessionals but are ineligible for health benefits

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

... Paraprofessionals: with state cert.	\$1,000 for FT, \$500 for PT
... with a Bachelor's degree. (4 year),	2.75 %;
... with county substitute teacher certification,	2.00 %;
... paraprofessionals serving as job coaches 2 or more days per week off campus,	4.00 %

Only one of the above is applied to the base salary per employee, whichever is greatest.

- D. **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 stipend represents \$500 per employee annually added to base for all three contract years. 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>Step on Guide</u>	<u>Stipend</u>
11-13	1,285
14+	1,560

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

- (a) The parties agree to adjust stipends as follows:
0% in Year 1 of the agreement, 0% in Year 2, and 0% in Year 3.
- (b) Certified Staff employed on a 12-month basis shall receive compensation in addition to that provided on Appendix A, of \$10,211 in Year 1; \$10,211 in Year 2; and \$10,211 in Year 3.
- (c) 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.

- (d) The above stipends are to be prorated for Teachers working less than full time.
- (e) **Summer school compensation.** Summer school teachers shall be paid based upon a 120-hour course load, as follows: \$5,773 in Year 1; \$5,773 in Year 2; and \$5,773 in Year 3. Proportionate compensation will be paid for variable hours at the rate of \$49.00 in Year 1; \$49.00 in Year 2; \$49.00 in Year 3.
- (f) **Senior Librarian Compensation.** Senior librarian shall receive compensation in addition to that provided on Appendix A, of \$11,539 in Year 1; \$11,539 in Year 2; \$11,539 in Year 3. These stipends are to be prorated if such employee is working less than full time.
- (g) **Senior Nurse Compensation.** Senior nurse shall receive compensation in addition to that provided on Appendix A, of \$12,622 in Year 1; \$12,622 in Year 2; \$12,622 in Year 3. These stipends are to be prorated if such employee is working less than full time.
- (h) **The hourly rate for teachers,** and compensation for staff who are involved in curriculum writing and designing professional development for the District shall be compensated as follows: \$49.00 in Year 1; \$50.00 Year 2; \$51.00 Year 3.
- (i) **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 OMB rate upon presentation of appropriate documentation as determined by the Business Administrator.

4.4 Leaders. Compensation will be as follows:

	<u>Yr. 1</u>
Elem. team leaders	\$1967
Child study team leaders	\$1967
Elementary subject leaders	\$2638
Middle house/subject/SAIL leaders	\$2638
Elem Curriculum/SAIL Leaders	\$2912
Compass Computer Lead person	\$1238

4.5 Lead Teachers: A lead teacher shall, in addition to his/her base salary, receive an annual stipend of \$3,865 in Year 1; \$3,865 in Year 2; \$3,865 in Year 3. (pro-rated 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 15th 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 \$45.28 per day in Year 1; \$45.28 per day in Year 2; and \$45.28 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 Ticket 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 \$80 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
\$4724 - Year 1; \$4724 - Year 2; \$4724 - Year 3
- (2) Secretary to the Dir. of B&G, Asst. Supt. for Curr/Assessment
\$2841 - Year 1; \$2841 - Year 2; \$2841 - Year 3
- (3) Accounts Payable Bookkeeper
\$3537 - Year 1; \$3537 - Year 2, \$3537 - 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.. All overtime must be approved, in advance and in writing, by the school principal. Time sheets must be submitted for all work performed at home in order to be eligible for overtime. All overtime work being performed at home, including the number of hours to complete said work, must be approved by the Superintendent or their designee.

(d) Coverage Stipend. Line "B" Secretaries who perform the duties for a Line "A" Secretary identified in Article 8.2(b)(2) for a period of three consecutive days or longer will receive a differential of \$30 per day for each day that such services were performed. On each qualifying day, secretaries will receive the full stipend as long as the coverage is for at least half a regular work day, even if the workday is shortened.

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-I 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. All overtime must be approved, in advance and in writing, by the school principal. Time sheets must be submitted for all work performed at home in order to eligible for overtime.

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 times 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>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>
(1) State Licensed Journeyman	\$2625	\$2625	\$2625
(2) Leadman (supervising at least one other employee at least one half of the year)	\$2625	\$2625	\$2625
(3) Boiler Operators	\$2226	\$2226	\$2226
a. Bradford, Edgemont, Renaissance at Rand			
b. Glenfield, HS Annex, CO Heating Plant, Nishuane, Northeast, Watchung	\$2453	\$2453	\$2453
c. High School, Mt. Heb, Hillside, Bullock	\$2685	\$2685	\$2685
(4) Second and third shift	\$1553	\$1553	\$1553
Split shift	\$1,000	\$1,000	\$1,000

(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 OMB prevailing rate.

4.9 **Paraprofessionals Compensation.** Paraprofessionals shall be compensated for time worked beyond forty (40) hours per week at 1-1/2 times the normal hourly rate. All overtime must be approved, in advance and in writing, by the school principal. Time sheets must be submitted for all work performed at home in order to eligible for overtime.

Effective July 1, 2016, a paraprofessional who is ABA trained and assigned to an ABA class will receive a \$500 stipend in a year in which s/he is assigned to an ABA class.

Effective July 1, 2016, a paraprofessional who is CPI certified will receive an annual stipend of \$500. As a condition of the payment, the paraprofessional must keep the CPI certification current.

A paraprofessional shall receive only one of the above \$500 stipends, even is s/he qualifies for both stipends.

4.10 (a) 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. All overtime must be approved, in advance and in writing, by the school principal. Time sheets must be submitted for all work performed at home in order to eligible for overtime.

(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.

(d) **Shift Differential:** Any security starting their day 10:00 AM or later will be entitled to the Split Shift differential provided custodians under 4.8 (c).

(e) **Security Head:** Any security person designated by the board as the Head of Security will receive an annual stipend of \$5,724 in Year 1; \$5,724 Year 2; and \$5,724 in Year 3.

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. All overtime must be approved, in advance and in writing, by the school principal. Time sheets must be submitted for all work performed at home in order to eligible for overtime.

- (c) **Technology Certifications:** Any Technical staff holding active approved certifications will have the following stipends added to their base salary up to a combined maximum of \$2,500.

A+ or Equivalent	\$500
Microsoft or Cisco	\$750
Other pre-approved	\$500

- 4.12 (a) **Longevity.** For the purposes of this section, Longevity Employees are employees who shall have completed 18 full years of employment with the Board and 25 full years for the additional stipend
- (b) The contractual longevity amount will be added to the Employee’s base salary rate in either the September or February following their anniversary date. If the Employee becomes eligible for longevity payments beginning in February, the actual amount s/he will receive in that initial year is prorated.
- (c) Longevity with respect to each Contract Year shall be:

Certified Staff Longevity

<u>18 Years</u>	<u>25 Years (additional)</u>
\$3400	+ \$2400

Non-Certified Staff Longevity

<u>18 Years</u>	<u>25 Years (additional)</u>
\$3300	+ \$2400

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 semimonthly installments, payable on the 15th and the last working day of the month.
- (c) 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.
- (d) Each Employee shall receive his final pay on his last working day in June.
- (e) **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. All overtime must be approved, in advance and in writing, by the school principle. Time sheets must be submitted for all work performed at home in order to eligible for overtime.
- (f) Timesheets will be submitted to the district designee within 30 days after the hours are worked. The district will pay the employee within 30 days of submission.

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 Tuition Reimbursement. The Board shall allocate the sums of \$115,000 in Year One, \$115,000 in Year Two and \$115,000 in Year Three towards tuition reimbursement for employees who work thirty (30) 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 the Superintendent and Board regulations and for the reimbursement of the costs of pursuing National Board Certification. Employees will be required to complete three (3) full school years to be eligible for tuition reimbursement. Reimbursement shall be contingent on

the following: (1) employees must receive a grade of 3.0 or its equivalent; (2) from an accredited institution approved by the state; and (3) all course work shall be directly related to the teacher's teaching duties. If a teacher resigns or leaves employment within one (1) year of receiving tuition reimbursement, the teacher shall reimburse the Board a pro-rated amount of the tuition payment received during the previous twelve (12) months.

- 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 hours of professional development. The district experiences will be sufficient to allow the employee to meet the required progress commencing with the September 2000 school year. In-service credits shall not be used for purposes of salary guide advancement.

Members of the MEA who serve on the district LPDC will receive the following stipends for each year of the contract: Chair: \$3,650 respectively for the 3 contract years. Up to three others: \$912 to each person respectively for the 3 contract years.

School-level Professional Development Committees. MEA Staff elected to serve on the school-based teams (PDC) will be given one period of release time per month to conduct the activities of the school-based team.

- 4.18 Summer Savings:** In accordance with N.J.S.A. 18A:29-3, the Board agrees to participate in a summer savings plan under which an amount equal to 10% of each semi-monthly salary installment is withheld from 10-month employees, which would then only be paid to the employee either at the end of the academic year, in equal installments before September 1st or upon death or termination of employment, if earlier. Employees must elect this option upon being hired or on or before August 1st for the following academic year.

ARTICLE 5. MEDICAL BENEFITS

- 5.1 (a) Medical/Surgical.** Effective July 1, 2013, the Board agrees to provide coverage for Employees and the Employee's dependents, if such dependent coverage is desired by the Employee, for any employee working over 30 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 \$30.00.
 - Blue Choice at a 100/80% fee structure and a co-pay of \$25.00

Employee premium contributions shall comport with the requirements of Chapter 78, except for Paraprofessionals as set forth herein.

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.

All paraprofessionals employed before June 30, 2011 are eligible to receive POS health benefits.

Effective July 1, 2013, co-pays are modified as follows:

- (i) POS: increase ER co-pay from \$35 to \$100
- (ii) PPO: increase ER co-pay from \$35 to \$100

Effective July 1, 2013, on an annual basis, an Employee who is eligible for dependent coverage may elect to waive coverage and receive payment limited to 25% of the amount saved or \$5,000, whichever is less, upon meeting the following conditions:

1. Employee must provide proof of insurance coverage under an alternate medical plan.
2. The waiver form must be submitted to the Personnel Department in accordance with the schedule provided. Each waiver will be effective for one year and must be renewed each year if a continued waiver is desired.
3. Waiver payments shall be paid by the Board in June of the school year in which health benefits were waived, so long as the employee is still employed.
4. Employees may re-enroll in the dependent plan during open enrollment periods or as the result of some other qualifying event*.
5. Employees who waive District coverage and subsequently wish to re-enroll must submit a completed application to the Business Office.

*Examples of qualifying event: Exhaustion of COBRA coverage, termination of employment or coverage eligibility under spouse's health plan;; loss of coverage eligibility in spouse's health plan due to a reduction in the spouse's work hours, divorce or legal separation, death of the employee's spouse; termination of the spouse's plan coverage.

Effective no later than July 1, 2013, a Section 125 Plan will be available for employees.

Effective July 1, 2013, all new hires shall be required to work thirty (30) or more hours per week in order to be eligible for health benefits.

Employees (except for Paraprofessionals as set forth herein) hired prior to June 30, 2013, that work between twenty (20) and thirty (30) hours per week and who were receiving health benefits as of June 30, 2013, shall be grandfathered for the purposes of health insurance eligibility, subject to the Chapter 78 contribution.

Category II and IV Paraprofessionals (as defined in Section 4.1(c)) shall be ineligible for the waiver payment. Paraprofessionals receiving POS health benefits shall be required to contribute to health benefits 8.50% of the cost of their POS health insurance premiums.

Duplicate plan coverage: The parties also specifically agree that in instances where more than one eligible family members is employed by the Board, such as a husband and wife, or parent and minor child; multiple plans will not be provided. Employees may elect which family member is considered the employee and all eligible family members will be covered under the appropriate type of plan such as husband, wife, or family.

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 coverage's, 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. 30 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.

Anyone hired prior to July 1, 2006 will retain the flexibility to choose between the PPO plan, the POS plan, or any other plans offered by the Board.

Anyone hired July 1, 2006 through June 30, 2016 will have three months to choose a plan from the date of ratification. Those who choose the PPO always have the option of moving to the POS. Those who select the POS will remain in that plan unless they choose to "buy-up" to the PPO by paying the difference in premium costs.

Employees hired on or after July 1, 2016 shall be eligible for POS coverage only, or a less expensive plan. However, they may "buy-up" to the PPO by paying the difference in premium costs.

The Board shall be permitted to offer additional less expensive health plans, such as EPOs or high deductible plans, to Association members. An employee who enrolls in a less expensive plan may (during an open enrollment period) choose to return to the POS plan without paying the difference in cost between the less expensive plan and the POS.

(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, subject to Chapter 78 contributions.

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, 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."

Within a reasonable time frame, the Board will offer an additional dental plan with an increased maximum annual benefit as long as the enhancement is at no cost to the District and fully funded by the members.

- 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.
- 5.4 **Optical.** Within a reasonable time frame, the Board will offer a stand-alone optical plan for employees at no cost to the district and fully funded by the members.

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) 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 OMB rate for the use of his own automobile upon presentation of appropriate documentation as determined by the Business Administrator.
- 6.5 **Overnight Chaperone:**
Chaperoning staff who participate in overnight trips sponsored by the Board shall receive a stipend of \$100 per night Monday through Thursday for the duration of contract, and \$150 per night Friday, 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.

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 District's 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. 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 twelve (12) months and will include twenty (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 ten (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.

(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. 1st.

(d) **In-School Workday.** 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.

- (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 only after students have been officially dismissed according to the building's dismissal plan. Once students are officially dismissed, teachers are no longer responsible for students re-entering school buildings. On days preceding holidays or vacations, the Teachers' day shall end at the close of the pupils' day, except on Thursday early closings.
- (f) **Duty Free 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.
- (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. Teachers are required to stay in their buildings during preparation time, which time shall be used for instructional purposes, unless approved by their Principal based on reasons associated with the teachers' preparation for their class. In cases of emergency, teachers may leave the building during preparation time, so long as the Principal gives his/her permission.

7.2 Secretaries: Work Year, Week, and Day.

- (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 30th each year. The work year for 12-month Secretaries shall be 260 work days, inclusive of vacation, sick and personal days.
- (c) **Eleven-Month Secretaries' Work Year.** The work year for 11-month Secretaries begins on July 1 and ends June 30th 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.
- (d) **1. Secretaries' Vacations (Ten-Month).** Vacations for Secretaries employed on a ten-month basis are as set forth in the Secretaries' calendar.

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

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.

- (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. School-based, twelve-month secretaries shall not work during holiday breaks when their school is closed.
- (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 260 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. Three custodian positions (one at George Inness, one at Glenfield, and one at Mt. Hebron) shall be assigned a Tuesday through Saturday schedule (September through June) with additional compensation of \$2000 (pensionable) annually for being assigned the flex schedule. The position will be posted as a vacancy to which members may apply. First consideration will be given to said building employees. In the event of too many applicants, seniority shall prevail. In the event that there are no applications, assignments will be made via inverse order to seniority from their respective positions. Resulting transfers between buildings pursuant to this provision shall not be grievable. 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. The shifts are as follows:

Shift 1 7:00AM – 4:00PM 1 hour lunch

Shift 2	10:00AM – 7:00PM	1 hour lunch
Shift 3	11:00AM – 8:00PM	1 hour lunch
Shift 4	3:00PM – 11:30PM	½ hour lunch

- 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. 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. On snow days when schools are otherwise closed, custodial/maintenance employees may be dismissed after satisfactory completion of snow removal duties as determined by the Supervisor of Building and Grounds.
- 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 on the basis of seniority according to a rotational list among qualified custodians who have indicated a desire to work overtime in any particular building and among maintenance staff in tasks outside an area of specialization. The rotational list must be maintained by the Buildings and Grounds Department. The rotational list must be available upon request by the Association. All overtime must be approved, in advance and in writing, by the Superintendent or his/her designee. Time sheets must be submitted for all work performed at home in order to be eligible for overtime.
- 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
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.

7.4 Paraprofessionals: Workday, week and year.

- a. **Work year:** The contract for paraprofessionals shall begin no sooner than the first day of school for teachers and end no later than the last day of school for teachers. Paraprofessionals are employed and paid on an hourly basis for the actual number of days and hours scheduled and worked. The number of days required by the Board to be worked shall be reflected in a calendar for paraprofessionals distributed by May 1st annually for the following year, but shall be no less than the number of days for students or three less than the number of days scheduled for teachers, whichever is greater.
- b. **Work day:** The normal workday for a full-time Paraprofessional shall be a minimum of four (4) hours per day, the time stated in each Paraprofessional’s contract, exclusive of a lunch period.
- c. **Lunch:** Each full time Paraprofessional shall be entitled to a lunch period equal to that of the teacher he/she is assigned to work with. A Paraprofessional 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. The shifts for only Montclair High School Security are as follows:

 Shift 1 – 7:00AM to 3:00PM
 Shift 2 – 7:30AM to 3:30PM
 Shift 3 - 8:00AM to 4:00PM
- d. **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 30th.
- 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(d) and 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.** Middle 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. The District shall have the managerial prerogative to assign teachers to a sixth grade self-contained class.
- (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
Year 1:	\$35.00
Year 2:	\$35.00
Year 3	\$35.00

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.

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.

(i) Pupil Contact Time:

- (a) 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.
- (b) A full teaching load is considered the equivalent of 5 full classes per day at the high school and middle school level, and the equivalent of 6 full classes per day at the elementary level. An extra class taught at the middle school or high school in all subject areas will receive 1/5 of the person's FTE salary as additional compensation. An extra class taught at the elementary level in all subject areas will receive 1/6 of the person's FTE salary as additional compensation.
- (c) All high school teachers shall teach five (5) periods and will not be assigned a duty/supervision period. In place of a duty, teachers shall be provided with an additional preparation period reserved for collaborative planning.
- (d) **Pupil Contact time:** Planning time shall total an average of 200 minutes per week.
- (j) 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
- (k) **On-Line Courses:** When the Board assigns a course that will be taught primarily on-line, the guidelines for on-line courses agreed upon during this negotiations will serve as the basis for workload and responsibilities. These include: (1) the first time an on-line course is taught, staff will be assigned no more than two full-year on-line sections as a part of their normal load. Each on-line section will count as a regular teaching assignment, and (2) determination of class size will be based on the pedagogical and budget considerations of the district budget, but student enrollment for each section shall be maintained at the close approximate level of comparable traditional courses in the same department.
- (l) **National Board Certification -** An amount of \$2,400 will be added to an employee's base salary if the certification is in the teaching area or working certificate assigned. National Board program expenses will be allowable under tuition reimbursement.

8.2 Secretaries.

- (a) **Changes.** The Board agrees to negotiate with the 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.
- (1) **Assignment Changes.** Any Secretary whose assignment will be changed shall be notified in writing and will be given seventy-two (72) hours notice of said change.
- (2) **Changes to 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.
- (3) **Change in Duties.** If a Secretary's assignment is changed, training for their new assignment shall be provided during the regular work day.
- (b) **Job Description.** Each position will have a list of duties, responsibilities, and Line designation. These descriptions 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.
- (1) **Annual employment Schedule.** Each position will be designated as a 10 month, 11 month, or 12 month position.
- (2) **Compensation Line.** Each position will be designated as being a Line "A" position or a Line "B" position. The following list indicates which secretaries shall be designated as Line "A".

Secretary to the Assistant Superintendent
One (1) Secretary to each Principal (or Acting Principal)
One (1) Secretary to each Director (or equivalent)
Secretary to Transportation (or equivalent)
One (1) Secretary to the Business Administrator (or equivalent)
One (1) Secretary to Building and Grounds (or equivalent)
Secretary for Home Instruction (or equivalent)
Payroll Secretary (or equivalent)
Assistant Bookkeeper (or equivalent)

All other secretaries shall be designated as Line "B".

(3) **Grandfathering.** Effective July 1, 2018, any secretary designated as a Line "A" Secretary prior to this contract will continue to be compensated as a Line "A" Secretary regardless of the above classifications.

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, gloves, hats, outdoor gear (coveralls, socks) and shoes. The annual uniform allowance shall be \$500 each year. The annual safety shoe allowance shall be \$200 each year.

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 Paraprofessionals.

(a) **Job Description.** The Board agrees that a current job description for Paraprofessionals shall be distributed to each school Paraprofessional with the Paraprofessional contract or at the time of employment. The Board agrees to consult with Paraprofessionals covered by a particular job description and the Association prior to any revision of it.

(b) **Paraprofessional Assignment & Supervision.**

(1) The Board agrees that no later than one week prior to the opening of schools each Paraprofessional (except for Paraprofessionals hired within the two weeks prior to the opening of school) shall receive notice from the principal of the building to which said Paraprofessional 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.

(2) The Board Agrees that Paraprofessionals will not be used to replace any certificated staff members in existing certificated positions (a Paraprofessional who is certificated, however, may apply for openings for certificated positions) and except in an emergency, no Paraprofessional shall replace a certificated staff member in the classroom. The regular duties of Paraprofessionals shall be confined solely and exclusively to such duties as would assist certificated Employees and administrators in the performance of their respective duties. Paraprofessionals 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 Paraprofessional. Further, Paraprofessionals in other categories shall be under the supervision of building principal or supervisor. Paraprofessionals may participate in staff development programs at the direction of the principal or appropriate supervisor.

(c) Paraprofessionals 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 Paraprofessional plus \$77.49 in Year 1; \$77.49 in Year 2; \$77.49 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 upon employment, bearing the designation "Security" to each officer to be worn by said officer at times and occasions directed by the Board. In addition, annually the board will provide re-imbusement for approved uniform expenses in the amount of \$500 per year. The board will also provide a bi-annual shoe reimbursement of \$200 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 in-service, 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) Effective July 1, 2016, teachers shall not be required to attend more than three (3) evening meetings or evening assignments without additional compensation. On parent-teacher conference days, the district's abbreviated schedule shall be followed.

(b) Non-teaching certified staff members shall be compensated for meetings beyond those in (a) 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 novice 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 novice 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 and Novice Teachers shall be allowed a minimum of three (3) class periods of substitute coverage each in order to engage in collaborative activities with the novice teacher providing that there is internal coverage available on the day of the class visit.
- (f) The Board will provide training for mentors during regular teacher in-service days or at other times during the teacher's regular contractual hours. Any approved mentor shall be required to attend such assigned training unless otherwise excused by the Superintendent or designee. Training may be provided outside contractual time for in-service credit approved in accordance with board policy, or for employees at the MA+30 or Doctoral level, as time compensated at the teacher hourly rate.

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. A teacher may be assigned tutoring for the equivalent of one half of the school year. When so assigned, no other duty assignment will be given on the other days. For example, a teacher may work every other day for the entire school year with no duty assigned the off days, or another teacher may tutor every day for one full semester with the second semester having no duty assigned. The administration will not assign the same staff to the tutoring every year if it is against the wishes of the staff member (this does not apply to volunteers). 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 school.

12.3 Vacation Eligibility:

All Twelve Month Employees: Vacation eligibility for any twelve month employee (i.e. secretary, custodian, technical, 12 month certified, etc.) shall commence as of the first day of their contract year as indicated in the approved calendar for their position. Vacation times shall be requested through their supervisors in accordance with the form provided. Earned vacation time shall be available for use immediately 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. 1st 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 will 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

Each employee shall be apprised of the number of accumulated sick days they have on an ongoing basis via electronic management software.

(8) Sick Day 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:

Max days	Non-cert Rate	Cert. Rate
Year I: 115	\$66.00	\$108.00
Year II: 115	\$66.00	\$108.00
Year III: 115	\$66.00	\$108.00

(9) Sick Day Leave Bank

The Board and the MEA have agreed to establish a Sick Leave Bank for employees in the bargaining unit who are eligible to participate. Participation in the program is strictly voluntary and subject to the rules outlined below:

- 1. To be eligible to receive sick bank donation time an employee must:
 - a. Have been actively employed by the District for one (1) full year.

- b. Be suffering from a catastrophic illness or injury which requires a prolonged absence from work. Catastrophic illness or injury is defined to be “a serious debilitating personal illness or injury which incapacitates the employee and which causes a loss of income, due to the employee having exhausted all available accrued sick leave days”;
 - c. Have exhausted all paid leave (accrued vacation, sick, personal leave, and family illness);
 - d. If an employee requests sick leave and the use of Sick Leave Bank days, with the consent of the employee or his/her designee, the request is referred to the Sick Bank Donation Committee (“Committee”) before the extended sick leave request is presented to the Board. Said employee’s application must include the number of days being requested and the reasons for said request. This shall be accompanied by medical documentation justifying a need for the extended sick leave. The Personnel Office will provide forms for employees requesting an extended sick leave and the use of Sick Leave Bank days and the completed forms will be submitted to the Personnel Office.
 - e. Whenever possible, a request for use of sick leave from the Sick Leave Bank must be made thirty (30) days in advance.
2. The Sick Leave Bank shall be administered by three members selected by the Superintendent and approved by the Board of Education, and three members selected by the MEA who are eligible to participate in the program. The Superintendent will present the Committee’s recommendation to the Board. If the Board determines to grant an extended sick leave based on the specific facts of each request, it will then vote on whether to approve the sick bank donations. If a recommendation by the Committee is denied; within ten (10) working days the decision may be appealed by the employee to the Board.
 3. Employees shall be granted no more than thirty (30) additional sick days from the bank for the same disability, with the below exception:
 - a. Any employee who has exhausted his/her thirty (30) additional sick days may reapply to the Committee. The employee must submit an application with additional medical information showing that an extension is warranted. The Committee shall then consider the new request for additional days.
 4. Any member wishing to use Sick Leave Bank days must donate at least one (1) day per year. Those who participate can donate as follows:
 - a. A maximum number of thirty (30) accumulated sick days may be contributed to the plan per academic year.
 - b. Once a donation is made it cannot be rescinded; and

- d. Any donation of days must be in writing, signed by the member donating their accrued days, and specifically set forth the number of accrued days that the employee is donating. The Personnel Office will provide forms for employee donations and the completed forms will be submitted to the Personnel Office.
5. Ten (10) month employees cannot be approved for leave extending beyond the last day of school for any given year. A new request must be made for the subsequent school year.
 6. If the leave is terminated prior to the end date of the approved leave, the unused days will be returned to the sick leave bank.
 7. Any employee who invokes the provisions of this plan agrees to hold harmless the MEA and the Board, and their respective members, and may not grieve or otherwise challenge the application of this plan.
 8. Pursuant to Article 13.1 (5), the Board will grant additional sick days to 10-year veterans upon the Superintendent's recommendation, when the veteran has exhausted his or her accrued sick days. Veterans will receive a maximum of three (3) additional days for each year of service in Montclair. Veterans must exhaust these eligible days before using the sick bank.
 9. Any employee who accrues vacation, sick or personal days while out on donated leave will forfeit those days.
 10. The Board shall assist the Committee in maintaining a current list of participating members, the number of days individually and collectively contributed; and the number of days used and the individuals that were granted said days. The Board shall also provide copies of all "donation days forms" to the MEA.
 11. Days utilized from the Sick Bank shall run concurrently with FMLA leave and all other approved leaves of absences.
 12. Staff are permitted to donate days from July 1st to November 15th for the current school year. Donations after November 15th will be applied to the following school year. Administration shall notify staff of the opening of the Sick Leave Bank enrollment period during the first full week of each new school year.
- 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.

(b) **Illness in the Immediate Family.** Four (4) workdays are granted to staff each year.

(c) **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.

(d) **Earned Bonus 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 Bonus Day which may be used only in the following year. No reason need be given by the Employee wishing to take the Earned Bonus 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 also not been used, the employee also shall receive a bonus of \$100 in addition to the bonus day.

(e) **Procedure for Earned Bonus Days.** An Employee need not obtain prior approval before taking his Earned Bonus Day; he shall, however, give at least 24 hours prior notice, and may be required to defer taking his Earned Bonus 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 Bonus Day at any one time and only on those occasions when others in such a category are not expected to be absent.

13.4 **Child Care Leave**

(a) Employees anticipating the birth or adoption of a pre-kindergarten age child shall, as soon as possible, notify the Superintendent of Schools through their Building Principal or immediate Supervisor indicating the tentative birth and/or adoption date. Arrangements will then be made for the employee's leave of absence.

(b) The leave for employees shall commence on the date specified by the employee and continue for up to the remainder of the current school year. Employees who have completed a minimum of two consecutive years in the district may take additional leave up to the entirety of the following school year and notification of such intent must be made to the Superintendent of Schools by April 30th in the school year in which the leave began. If requested, paternal or maternal child rearing leave shall start at the conclusion of the period of maternal disability

associated with the pregnancy. At the employee's discretion, FMLA will commence upon the exhaustion of sick days.

(c) Any employee adopting a pre-kindergarten age child shall receive similar leave which shall commence upon him/her receiving *de facto* custody of said child, or earlier if necessary to fulfill the requirements for adoption.

(d) Only one parent shall be entitled to the additional leave time provided in (b) or (c) above, not including statutory entitlements to leave.

(e) The employee may apply to the Superintendent of Schools for early return from the leave of absence to a position for which the employee qualifies. Said early return must be approved by the Superintendent of Schools.

(f) To be eligible for a salary increment and credit toward longevity payments, the employee must work at least ninety (90) days in the contract year that the leave commences or terminates.

(g) During periods of FMLA and sick days usage, health benefits will be paid by the Board subject to employee contributions as required by law and/or this Agreement. Otherwise, insurance benefits will be continued at the employee's request and at the employee's expense during such unpaid leave provided the appropriate premium is received by the Board by the first day of the month before such premium is due.

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 15th 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.

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, who has been provided with sixty (60) days' paid notice, such decisions shall be subject to challenge.
- 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, or designee, in accordance with the following procedure:
- (a) **During School Year.** When school is in session or when the Employees are required to work, all vacancies shall be posted on the District website and all staff shall be electronically notified of vacancies 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. All vacancies shall be posted on the District website and all staff shall be electronically notified of vacancies 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 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 four (4) 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 offered employment by the Board if and when such vacancy occurs. The district employee Seniority list will be provided to the Association annually no later than September 30 of each school year.
- 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.

The employee shall not be entitled to immediate notification in cases of an emergency where such notice would adversely affect the health, safety or welfare of another person. In cases where an emergency is deemed to exist, the Employee shall receive notice of the Complaint within three (3) school days of its receipt. 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.** Effective July 1, 2019, space shall be provided in any school 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 **Association Time:**
Presidential Release time: The Association may purchase up 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, paraprofessional, 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.

Vice President Work Schedule: If the Vice President is a Middle School or High School teacher, s/he shall teach one less instructional period. Preparation period(s), lunch, and the release period shall be scheduled consecutively. If the Vice President is an Elementary School teacher, s/he shall teach a full teaching schedule, but preparation periods and the lunch period shall be scheduled consecutively. Any other member holding the position of Vice President shall work a full schedule, but lunch and any applicable breaks shall be scheduled consecutively.

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. The Senior Representative in each building will coordinate the selection of who will serve on each school's Staff Council. The decision of who serves on the Staff Council shall be limited only to individuals from each building. 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. 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. Attendees cannot miss instructional time to attend these meetings. Detailed agendas of the items for discussion at a meeting shall be exchanged by the parties at least forty-eight (48) hours prior to each meeting. The meetings shall not exceed one (1) hour unless mutually agreed to by the Superintendent and the association to extend the session. The number of Association or administration representatives at any one meeting shall not exceed seven (7), or such larger number as the Superintendent and 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 Noncontractual 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.

(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) school 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 or 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 Association party wishes to appeal the decision of the Board, the Association 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 State Board of Mediation (S.B.M.) 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 S.B.M. 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 S.B.M. may be requested by either party to designate an arbitrator. The parties shall then be bound by the rules and procedures of the State Board Mediation 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.

ARTICLE 31.

For elementary teachers only, when management expressly directs that such teachers relocate their existing classroom to a different classroom or building and that the teacher is directed to effectuate the relocation outside of the teacher's regular work year (September 1 through June 30), such teachers shall be compensated for one day's pay for the move to reset their rooms.

IN WITNESS WHEREOF,

The parties have caused this Agreement to be signed this _____ day of _____, _____

MONTCLAIR BOARD OF EDUCATION

By:

President

MONTCLAIR EDUCATION ASSOCIATION

By:

President

INTERPRETATIVE MEMORANDUM

The Montclair Board of Education and 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, 2018 through June 30, 2021 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 calendar.

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

A teacher hired after 1/1/2009 who holds a Juris Doctorate degree without a separate Master's Degree will be placed on the MA+30 training level. Any teacher hired after 1/1/2009 holding a Juris Doctorate along with a separate Master's degree with a major in education will be placed on the Doctoral level of the guide.

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 services and military training.

Salary Tables

Montclair Public Schools Certified Staff Salary Guide

2018-2019								
Step	BA	BA10	BA20	BA30/MA	MA10	MA20	MA30	DR
1	\$55,570	\$57,070	\$58,690	\$60,345	\$62,070	\$63,890	\$65,780	\$67,670
2	\$56,545	\$58,045	\$59,665	\$61,320	\$63,045	\$64,865	\$66,755	\$68,645
3	\$57,520	\$59,020	\$60,640	\$62,295	\$64,020	\$65,840	\$67,730	\$69,620
4	\$58,495	\$59,995	\$61,615	\$63,270	\$64,995	\$66,815	\$68,705	\$70,595
5-6	\$59,475	\$60,975	\$62,595	\$64,250	\$65,975	\$67,795	\$69,685	\$71,575
7-8	\$60,455	\$61,955	\$63,575	\$65,230	\$66,955	\$68,775	\$70,665	\$72,555
9	\$61,435	\$62,935	\$64,555	\$66,210	\$67,935	\$69,755	\$71,645	\$73,535
10	\$62,435	\$63,935	\$65,555	\$67,210	\$68,935	\$70,755	\$72,645	\$74,535
11	\$63,435	\$64,935	\$66,411	\$68,297	\$70,059	\$71,904	\$73,762	\$75,668
12	\$64,435	\$65,940	\$67,555	\$69,227	\$71,044	\$72,888	\$74,645	\$76,535
13	\$65,910	\$67,685	\$69,329	\$71,207	\$73,138	\$74,977	\$76,482	\$78,565
14	\$68,385	\$70,042	\$71,813	\$73,739	\$75,485	\$77,528	\$79,501	\$81,230
15	\$71,860	\$73,829	\$75,718	\$77,756	\$79,524	\$81,580	\$83,562	\$85,730
16	\$76,335	\$78,424	\$80,388	\$82,410	\$84,581	\$86,620	\$89,243	\$92,153
17	\$81,810	\$83,903	\$85,818	\$88,366	\$91,021	\$93,823	\$96,738	\$99,648
18	\$90,242	\$92,552	\$95,045	\$97,593	\$100,248	\$103,050	\$105,965	\$108,875

Appendix A-1

Montclair Public Schools Certified Staff Salary Guide								
2019-2020								
Step	BA	BA10	BA20	BA30/MA	MA10	MA20	MA30	DR
1	\$56,603	\$58,103	\$59,723	\$61,378	\$63,103	\$64,923	\$66,813	\$68,703
2	\$57,578	\$59,078	\$60,698	\$62,353	\$64,078	\$65,898	\$67,788	\$69,678
3	\$58,553	\$60,053	\$61,673	\$63,328	\$65,053	\$66,873	\$68,763	\$70,653
4	\$59,528	\$61,028	\$62,648	\$64,303	\$66,028	\$67,848	\$69,738	\$71,628
5	\$60,508	\$62,008	\$63,628	\$65,283	\$67,008	\$68,828	\$70,718	\$72,608
6-7	\$61,488	\$62,988	\$64,608	\$66,263	\$67,988	\$69,808	\$71,698	\$73,588
8-9	\$62,468	\$63,968	\$65,588	\$67,243	\$68,968	\$70,788	\$72,678	\$74,568
10	\$63,468	\$64,968	\$66,588	\$68,243	\$69,968	\$71,788	\$73,678	\$75,568
11	\$64,468	\$65,968	\$67,444	\$69,330	\$71,092	\$72,937	\$74,795	\$76,701
12	\$65,468	\$66,973	\$68,588	\$70,260	\$72,077	\$73,921	\$75,678	\$77,568
13	\$66,943	\$68,718	\$70,362	\$72,240	\$74,171	\$76,010	\$77,515	\$79,598
14	\$69,418	\$71,075	\$72,846	\$74,772	\$76,518	\$78,561	\$80,534	\$82,263
15	\$72,893	\$74,862	\$76,751	\$78,789	\$80,557	\$82,613	\$84,595	\$86,763
16	\$77,368	\$79,457	\$81,421	\$83,443	\$85,614	\$87,653	\$90,276	\$93,186
17	\$82,843	\$84,936	\$86,851	\$89,399	\$92,054	\$94,856	\$97,771	\$100,681
18	\$91,275	\$93,585	\$96,078	\$98,626	\$101,281	\$104,083	\$106,998	\$109,908

Appendix A-2

Montclair Public Schools Certified Staff Salary Guide

2020-2021

Step	BA	BA10	BA20	BA30/MA	MA10	MA20	MA30	DR
1	\$57,945	\$59,445	\$61,065	\$62,720	\$64,445	\$66,265	\$68,155	\$70,045
2	\$58,920	\$60,420	\$62,040	\$63,695	\$65,420	\$67,240	\$69,130	\$71,020
3	\$59,895	\$61,395	\$63,015	\$64,670	\$66,395	\$68,215	\$70,105	\$71,995
4	\$60,870	\$62,370	\$63,990	\$65,645	\$67,370	\$69,190	\$71,080	\$72,970
5	\$61,850	\$63,350	\$64,970	\$66,625	\$68,350	\$70,170	\$72,060	\$73,950
6	\$62,830	\$64,330	\$65,950	\$67,605	\$69,330	\$71,150	\$73,040	\$74,930
7-8	\$63,810	\$65,310	\$66,930	\$68,585	\$70,310	\$72,130	\$74,020	\$75,910
9-10	\$64,810	\$66,310	\$67,930	\$69,585	\$71,310	\$73,130	\$75,020	\$76,910
11	\$65,810	\$67,310	\$68,786	\$70,672	\$72,434	\$74,279	\$76,137	\$78,043
12	\$66,810	\$68,315	\$69,930	\$71,602	\$73,419	\$75,263	\$77,020	\$78,910
13	\$68,285	\$70,060	\$71,704	\$73,582	\$75,513	\$77,352	\$78,857	\$80,940
14	\$70,760	\$72,417	\$74,188	\$76,114	\$77,860	\$79,903	\$81,876	\$83,605
15	\$74,235	\$76,204	\$78,093	\$80,131	\$81,899	\$83,955	\$85,937	\$88,105
16	\$78,710	\$80,799	\$82,763	\$84,785	\$86,956	\$88,995	\$91,618	\$94,528
17	\$84,185	\$86,278	\$88,193	\$90,741	\$93,396	\$96,198	\$99,113	\$102,023
18	\$92,617	\$94,927	\$97,420	\$99,968	\$102,623	\$105,425	\$108,340	\$111,250

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 more than one-half 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 Groundkeeper, Reproduction Head, Locksmith

Secretarial and Buildings & Grounds Salary Guides (Continued)

Grandfathered Secretarial and Custodial Guides

Grandfathered 12 Month Secretaries			
Line	2018-19	2019-20	2020-21
A	\$71,462	\$72,822	\$74,680
B	\$67,488	\$68,848	\$70,706
C	\$63,664	\$65,024	\$66,882

Grandfathered 10 Month Secretaries			
Line	2018-19	2019-20	2020-21
B	\$56,888	\$58,248	\$60,106

Grandfathered Custodians			
Line	2018-19	2019-20	2020-21
A	\$61,505	\$62,837	\$64,526
B	\$65,127	\$66,459	\$68,148
C	\$69,789	\$71,121	\$72,810
D	\$74,483	\$75,815	\$77,504

Appendix B-2

**Secretary Salary Guides
2018-19**

12 Month								
Line	1	2	3	4	5	6	7	8
A	\$49,323	\$52,531	\$55,203	\$57,342	\$59,480	\$61,618	\$63,757	\$65,264
B	\$46,116	\$48,254	\$49,323	\$50,927	\$52,531	\$54,134	\$56,273	\$60,067

10 Month								
Line	1	2	3	4	5	6	7	8
A	\$41,305	\$43,978	\$44,512	\$47,185	\$48,254	\$50,392	\$52,531	\$54,110
B	\$38,097	\$39,701	\$40,770	\$41,305	\$42,908	\$44,512	\$47,185	\$49,766

Appendix B-3

**Secretary Salary Guides
2019-20**

12 Month								
Line	1	2	3	4	5	6	7	8
A	\$50,683	\$53,891	\$56,563	\$58,702	\$60,840	\$62,978	\$65,117	\$66,624
B	\$47,476	\$49,614	\$50,683	\$52,287	\$53,891	\$55,494	\$57,633	\$61,427

10 Month								
Line	1	2	3	4	5	6	7	8
A	\$42,665	\$45,338	\$45,872	\$48,545	\$49,614	\$51,752	\$53,891	\$55,470
B	\$39,457	\$41,061	\$42,130	\$42,665	\$44,268	\$45,872	\$48,545	\$51,126

Appendix B-4

**Secretary Salary Guides
2020-21**

12 Month								
Line	1	2	3	4	5	6	7	8
A	\$52,541	\$55,749	\$58,421	\$60,560	\$62,698	\$64,836	\$66,975	\$68,482
B	\$49,334	\$51,472	\$52,541	\$54,145	\$55,749	\$57,352	\$59,491	\$63,285

10 Month								
Line	1	2	3	4	5	6	7	8
A	\$44,523	\$47,196	\$47,730	\$50,403	\$51,472	\$53,610	\$55,749	\$57,328
B	\$41,315	\$42,919	\$43,988	\$44,523	\$46,126	\$47,730	\$50,403	\$52,984

Appendix B-5

Buildings and Grounds Salary Guides

2018-19				
Step	A	B	C	D
1	\$40,879	\$41,414	\$42,483	\$43,552
2	\$41,949	\$42,483	\$44,087	\$46,760
3	\$43,018	\$44,087	\$45,156	\$49,967
4	\$44,087	\$45,156	\$46,225	\$53,174
5	\$46,225	\$46,760	\$48,363	\$55,847
6	\$47,829	\$48,898	\$50,502	\$58,520
7	\$50,395	\$51,571	\$53,709	\$60,658
8	\$55,306	\$57,269	\$58,493	\$65,626

2019-20				
Step	A	B	C	D
1	\$42,211	\$42,746	\$43,815	\$44,884
2	\$43,281	\$43,815	\$45,419	\$48,092
3	\$44,350	\$45,419	\$46,488	\$51,299
4	\$45,419	\$46,488	\$47,557	\$54,506
5	\$47,557	\$48,092	\$49,695	\$57,179
6	\$49,161	\$50,230	\$51,834	\$59,852
7	\$51,727	\$52,903	\$55,041	\$61,990
8	\$56,638	\$58,601	\$59,825	\$66,958

2020-21				
Step	A	B	C	D
1	\$43,900	\$44,435	\$45,504	\$46,573
2	\$44,970	\$45,504	\$47,108	\$49,781
3	\$46,039	\$47,108	\$48,177	\$52,988
4	\$47,108	\$48,177	\$49,246	\$56,195
5	\$49,246	\$49,781	\$51,384	\$58,868
6	\$50,850	\$51,919	\$53,523	\$61,541
7	\$53,416	\$54,592	\$56,730	\$63,679
8	\$58,327	\$60,290	\$61,514	\$68,647

Technical Staff

	Step	2018-79	2019-20	2020-21
Office of Registration and Testing	1	\$62,060	\$64,090	\$66,352
	2	\$67,406	\$69,436	\$71,698
	3	\$71,682	\$73,712	\$75,974
	4	\$75,676	\$77,706	\$79,968
CO-Business Computer Operations	1	\$72,751	\$74,781	\$77,043
	2	\$77,028	\$79,058	\$81,320
	3	\$82,373	\$84,403	\$86,665
	4	\$85,799	\$87,829	\$90,091
Computer/Data Analysts - Schedule A	1	\$69,009	\$71,039	\$73,301
	2	\$73,820	\$75,850	\$78,112
	3	\$77,028	\$79,058	\$81,320
	4	\$80,337	\$82,367	\$84,629
Computer/Data Analysts - Schedule B	1	\$58,318	\$60,348	\$62,610
	2	\$60,991	\$63,021	\$65,283
	3	\$63,129	\$65,159	\$67,421
	4	\$65,340	\$67,370	\$69,632

Paraprofessionals

2018 – 19 Paraprofessionals Hourly Rates with Benefits					
Step	Basic	C. Sub	BA	State	Job
1	\$18.72	\$19.06	\$19.19	\$19.62	\$19.40
2	\$19.80	\$20.16	\$20.30	\$20.71	\$20.53
3	\$21.15	\$21.53	\$21.68	\$22.05	\$21.92
4	\$23.32	\$23.75	\$23.91	\$24.22	\$24.19
5	\$25.80	\$26.28	\$26.46	\$26.70	\$26.76

2019 – 20 Paraprofessionals Hourly Rates with Benefits					
Step	Basic	C. Sub	BA	State	Job
1	\$19.41	\$19.75	\$19.88	\$20.31	\$20.09
2	\$20.49	\$20.85	\$20.99	\$21.40	\$21.22
3	\$21.84	\$22.22	\$22.37	\$22.74	\$22.61
4	\$24.01	\$24.44	\$24.60	\$24.91	\$24.88
5	\$26.49	\$26.97	\$27.15	\$27.39	\$27.45

2020 – 21 Paraprofessionals Hourly Rates with Benefits					
Step	Basic	C. Sub	BA	State	Job
1	\$20.39	\$20.73	\$20.86	\$21.29	\$21.07
2	\$21.47	\$21.83	\$21.97	\$22.38	\$22.20
3	\$22.82	\$23.20	\$23.35	\$23.72	\$23.59
4	\$24.99	\$25.42	\$25.58	\$25.89	\$25.86
5	\$27.47	\$27.95	\$28.13	\$28.37	\$28.43

2018 – 19 Paraprofessionals Hourly Rates without Benefits					
Step	Basic	C. Sub	BA	State	Job
1	\$23.33	\$23.76	\$23.92	\$24.23	\$24.20
2	\$26.57	\$27.07	\$27.25	\$27.48	\$27.57
3	\$28.73	\$29.27	\$29.48	\$29.63	\$29.82

2019 – 20 Paraprofessionals Hourly Rates without Benefits					
Step	Basic	C. Sub	BA	State	Job
1	\$24.02	\$24.45	\$24.61	\$24.92	\$24.89
2	\$27.26	\$27.76	\$27.94	\$28.17	\$28.26
3	\$29.42	\$29.96	\$30.17	\$30.32	\$30.51

2020 – 21 Paraprofessionals Hourly Rates without Benefits					
Step	Basic	C. Sub	BA	State	Job
1	\$25.00	\$25.43	\$25.59	\$25.90	\$25.87
2	\$28.24	\$28.74	\$28.92	\$29.15	\$29.24
3	\$30.40	\$30.94	\$31.15	\$31.30	\$31.49

Appendix D-1

Paraprofessionals

Bonus Rates	Year 1	Year 2	Year 3
County Sub	2.00%	2.00%	2.00%
BA	2.75%	2.75%	2.75%
Teaching Cert.	\$1,000.00	\$1,000.00	\$1,000.00
Job Coach*	4.00%	4.00%	4.00%

*Job Coaches must act as a job coach two or more days per week off campus

Bus Driver

Paid as per the rate of the paraprofessional/job coach, plus \$1.00 per hour.

Security Personnel:

Security Salary Table			
Step	2018-19	2019-20	2020-21
1	\$49,385	\$50,767	\$52,813
2	\$52,592	\$53,974	\$56,020
3	\$55,800	\$57,182	\$59,228
4	\$58,987	\$60,369	\$62,415

Appendix D-2

Appendix E - Coaching Stipends

		1	2	3	4	5
Group I						
Football	Head					
		12,068	12,670	13,305	14,057	15,193
	Asst.					
5,987		6,284	6,601	6,973	7,540	
Group II						
Basketball, Ice Hockey	Head					
		8,492	8,908	9,356	9,887	10,679
	Asst.					
		4,880	5,120	5,381	5,689	6,147
Group III						
Baseball, Field Hockey, Soccer, Gymnastics, LaCrosse, Softball, Outdoor Track, Volleyball, Wrestling, Swimming	Head					
		7,010	7,150	7,502	7,934	8,570
	Asst.					
		4,217	4,433	4,646	4,907	5,305
Group IV						
Cross Country, Indoor Track, Bowling, Fencing, Crew	Head					
		5,205	5,465	5,734	6,060	6,546
	Asst.					
		4,107	4,171	4,525	4,783	5,161
Group V						
Golf, Tennis, Middle School Athletics	Head					
		4,143	4,347	4,573	4,832	5,220
	Asst.					
		3,080	3,267	3,528	3,790	4,051
Fall			Winter	Spring		
Equipment Manager						
		5,028	3,213	5,153		

Middle School Athletics: Same as Group V Sports

Sports Tickets: Fall: \$126; Winter Group III club stipend; Spring:
\$80.11 per game.

Stipends Amounts

Group I	II	III	IV
\$3,626	\$2,657	\$1,932	\$1,193

* 12-13=+2081, 13-14=+2137, 14-15=+2191
 +12-13=+1890, 13-14=+1941, 14- 15=+1990

**12-14=+8860, 13-14=+9099, 14-15=+9327
 ++012-13++1262, 13-14=+1296, 14-15=+1328

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 the base in 2012-13 of \$257 will equal \$3,598 for the activity.

Ratio Formula

Base:

<u># Students</u>	<u># Students</u>	<u># Students</u>	<u># Students</u>
2-10:	0	35-50:	1.5
11-20:	0.75	50+: 2	2
21-35:	1		
\$276	Note: Student Ratio gets divided by # advisors		

Time:

During School:	0
After School:	0.5
After School/Evening	1
After School/Evening/Weekends	2

*** time considers when MOST of the activity occurs:**

Category

Category	#	<u># Hours</u>	<u># Hours</u>	<u># Hours</u>	
Academic	3	less 30:	0	less 150:	3
Extra-Curr/ Sch. Activity	2	less 60:	1	less 200:	4
Sports/ Recreation	1	less 100:	2	less 250+:	5

External Participation:

Regional or State Competitions: 1

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.

Whenever the Association or a teacher believes that there is sufficient interest and merit to warrant the formation of a Board approved club, the teacher or Association shall submit a written proposal, in the form of a standard application developed by the Board and the MEA and supporting information, to the building administrator. The proposal will be reviewed by the building administration and the Superintendent. If the administration determines that sufficient information has been presented to warrant consideration by the Board of Education, the proposal shall be presented to the Board for action. If the Board of Education approves the formation of a new club, the extra pray stipend for its advisor(s) shall be determined through negotiations with the MEA.

Appendix F – Schools Sponsored Clubs And Activity Stipends

Activity	Group	Activity	Group	Activity	Group
American Field Service	IV	Junior Class	III	National Honor Society 2	III
Amphitheatre Business	II	Key Club	R	NOW	R
Amphitheatre Editorial	I	Lighting	I**	Oceanography Clug	R
Amphitheatre Proofing	III	Literary Magazine	III	Peer Counseling	R
Art Council	R	Marching Band	I*	Play Director Level I	I
Asst Marching Band	II*	Math League	R	Play Director Level II	II
Audio Squad Director	II	Mini-medical Club	R	Prime Time MS	II
Cheerleader Asst (2)	III	Mock Trial	R	Robotic I	R*
Cheerleaders	I	Model Congress	R	Robotic II	R*
Chemistry Olympics	R	Model UN	R	ROTC Drill Team	R
Chess Club - Team	R	Mountaineer	I	Senior Class	II
DECA	R	Mountaineer Business	II	Sophomore Class	IV
Director Level I	III	MS AV / Lighting (2)	II	Sports Tickets Fall	See App E
Director Level II	IV	MS Drama	II	Sports Tickets Spring	See App E
Diversity Club	R	MS Model Congress	R	Sports Tickets Winter	III
Drama	II	MS Model UN	R	Student Coalition (2)	I
Fed Challenge (3)	R	MS Nat Honor Soc.	R	Student Exchange Program	IV
Freshman Class	IV	MS Newspaper	III	VICA	IV
Future Teachers of America	R	MS Rogate (2)	R	Winter Guard	IV
Hillside AV	III	MS Yearbook	III		
Hospitality Club	IV	MS/HS Science Olympiad	R		
Inter. Exch. & NJ Student Exch. (2)	IV	MS Student Council	I	R= Clubs using Ratio	

One stipend per activity unless otherwise approved. MS = Middle School

MONTCLAIR PUBLIC SCHOOLS

To: Personnel Department (Both Copies)
Name: _____

Date: _____
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. 4 days max.
Indicate relationship: _____
- _____ 2. Death in the family. 5 days max.
Indicate relationship: _____
- _____ * 3. Personal Day – approved – Reason must be given below: 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 ½ day increments. Working less than ¼ of the contractual day gives no credit and a full day is recorded. After ¼ of the day is worked, a ½ day’s leave will be charged to the approved category.

_____ Approval Recommended Signature _____
(Principal/Supervisor)

_____ 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.