

AGREEMENT

Between

NEW MILFORD

BOARD OF EDUCATION

And THIS BOOK DOES
NOT CIRCULATE

NEW MILFORD

EDUCATION ASSOCIATION

1971 - 1973

A G R E E M E N T

Between

NEW MILFORD BOARD OF EDUCATION

and

NEW MILFORD EDUCATION ASSOCIATION

July 1, 1971 — June 30, 1973

This Agreement is entered into in its entirety, including all appendices listed in the TABLE OF CONTENTS, by and between the Board of Education of New Milford, New Jersey, hereinafter referred to as the "Board", and the New Milford Education Association, hereinafter referred to as the "Association", pursuant to Chapter 303, Public Laws 1968.

TABLE OF CONTENTS

PREAMBLE

ARTICLES

| | | |
|-------|-------|-------------------------------|
| I | ..... | RECOGNITION |
| II | ..... | NEGOTIATIONS PROCEDURE |
| III | ..... | GRIEVANCE PROCEDURE |
| IV | ..... | RIGHTS AND PRIVILEGES |
| V | ..... | MANAGEMENT PREROGATIVES |
| VI | ..... | SCHOOL CALENDAR |
| VII | ..... | TEACHER WORK DAY |
| VIII | ..... | SALARY GUIDE PROVISIONS |
| IX | ..... | HEALTH INSURANCE PROVISIONS |
| X | ..... | LIAISON |
| XI | ..... | PROMOTIONS |
| XII | ..... | SICK LEAVE |
| XIII | ..... | TEMPORARY LEAVE |
| XIV | ..... | EXTENDED LEAVE |
| XV | ..... | SABBATICAL |
| XVI | ..... | PERSONAL AND ACADEMIC FREEDOM |
| XVII | ..... | MISCELLANEOUS |
| XVIII | ..... | DURATION OF AGREEMENT |

SCHEDULES

| | | |
|----|-------|---|
| A. | ..... | TEACHERS SALARY GUIDE |
| B. | ..... | COACHES SALARY GUIDE |
| C. | ..... | EXTRA RESPONSIBILITY SALARY PROVISIONS |
| D. | ..... | EXTRA PAY SALARY PROVISIONS |

ARTICLE I -- RECOGNITION

The New Milford Board of Education recognizes the New Milford Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment during the term of this Agreement for the following personnel employed by the Board, as set forth below:

Teachers
Directors
Department Chairmen
Co-ordinators
Guidance Counselors
Coaches
Nurses
Reading Specialists
Social Workers
Psychologists
Librarians

BUT EXCLUDING THE FOLLOWING:

Superintendent of Schools
Secretary-Business Administrator
Supervisor of Instruction
Principals
Vice-Principals
Assistant Principals
Supervisor of Buildings and Grounds
Cafeteria Director
Secretarial-Clerical Employees
Custodial Employees
Maintenance Employees
Cafeteria Employees

Unless otherwise indicated, the term "teachers" shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

ARTICLE II -- NEGOTIATIONS PROCEDURE

- A. The Board and the Association agree to enter into collective negotiations for the purpose of concluding an agreement in accordance with Chapter 303, Public Laws 1968, on matters concerning the terms and conditions of employment. Such negotiations shall begin in each year not earlier than October 1st nor later than October 15th of the calendar year preceding the calendar year in which this Agreement expires.

The Association shall submit its proposals no later than two (2) weeks prior to the date of the first meeting of the parties for negotiations.

The Board shall submit its proposals no later than two (2) weeks prior to the date of the first meeting of the parties for negotiations.

Any final agreement so negotiated shall apply to all members of the appropriate unit as set forth in ARTICLE I, be reduced to writing, and be signed by the Board and the Association.

- B. The parties and their representatives shall be clothed with all necessary power and authority to conduct negotiations so as to effect a final agreement as established in paragraph A of this ARTICLE.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

A. Definitions:

A grievance shall mean that teachers or representative of teachers may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

The term grievance shall not apply where the complaint of a non-tenure teacher arises by reason of his not being re-employed. However, the non-tenure teacher shall be given the reason or reasons for his not being rehired.

A grievance to be considered under this procedure must be initiated in writing, within ninety (90) school days from the time when the employee knew or should have known of its occurrence.

B. Procedure:

1. Level One:

The teacher(s) with a grievance shall first discuss it with his Building Principal, either alone, or with the Association representative, at his option, with the objective of resolving the matter informally.

Grievance Procedure

2. Level Two:

If, within seven (7) school days thereafter, a problem remains unresolved, the grievant shall set forth his grievance in writing to the Principal stating:

- (a) The date of the occurrence that caused the grievance.
- (b) The nature of the grievance and specific request for relief.
- (c) The nature of the loss, injury or inconvenience.

The Principal shall communicate his decision to the grievant in writing, with copies to the Association, within five (5) school days of receipt of the written complaint.

3. Level Three:

The grievant may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. It should also contain copies of all material relating to the previous actions taken on it. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the grievant with a copy to the Association.

Grievance Procedure

4. Level Four:

If the grievance is not resolved to the grievant's satisfaction by the Superintendent, he may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, and render a decision in writing to the grievant, with copies to the Association, within fifteen (15) school days.

5. Level Five:

- (a) A grievance can be processed to Level Five only if it pertains to the meaning, application, or interpretation of this Agreement and/or as it is covered by the powers of the Arbitrator set forth in Section 5(c) of this Article. However, the arbitration procedure shall not apply to a complaint of a tenure teacher occasioned by reason of his not being re-employed.
- (b) If the grievant is not satisfied with the disposition of his grievance at Level Four, the following procedure shall be used to secure the services of an arbitrator:
 - (1) A joint request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute.

Grievance Procedure

- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names not later than ten (10) days from the receipt of the first list.
 - (3) If the parties are unable to determine a mutually satisfactory arbitrator from the second list submitted, the American Arbitration Association may be requested by either party to designate an arbitrator.
- (c) It is understood that the arbitrator is empowered to examine past practice affecting personnel matters relating to working conditions. It is also understood that the arbitrator is empowered to examine administrative decisions relating to such personnel matters for evidence of arbitrary, capricious or discriminatory action. These factors may serve as a basis for decisions. All decisions of the arbitrator shall be final and binding on the parties.

In deciding grievances, the arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.

Grievance Procedure

- (d) The arbitrator shall confer with the representatives of the Board and of the Association and shall proceed with a hearing and submit a written report in the shortest possible time setting forth his findings of fact, reasoning and conclusions on the issues submitted.
 - (e) The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
 - (f) If time is lost by the grievant due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute and the time lost by the teacher must either be without pay or charged to personal time if the grievance is denied. If the grievance is sustained, the grievant shall not suffer loss in pay. If the arbitrator subpoenas a teacher to attend the arbitration proceedings as a witness, this teacher shall not suffer loss of pay.
6. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step shall result in the grievance being considered as denied.

Grievance Procedure

7. In all matters relating to the handling of grievances, teacher shall be assured freedom from reprisal, restraint, interference, coercion, and discrimination during and after the presentation of the matter. During the time that the grievance is being reviewed by the appropriate parties, it is understood that the teacher(s), including the grievant, will continue to follow the established administrative rules and regulations, and Board policies regarding the subject matter of the grievance, until such grievance is properly resolved.
8. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.
9. The time limits herein stated may be extended by mutual agreement. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Grievance Procedure

10. Any teacher may be represented at all stages of the grievance procedure by himself, or by the Association's Representative. When a teacher is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure and may state its view.
11. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, located in the Board of Education Office and shall not be kept in the personal file of any of the participants. Such file shall only be accessible to the Superintendent, the grievant, and the grievance committee chairman of the Association.
12. In the case of a grievance affecting a group or class of employees, the person or persons involved may submit such grievance to their Building Principal and follow the procedures starting with Level One. The Association may process such a class or group grievance through all levels of the grievance procedure.
13. All meetings and hearings under this procedure shall not be conducted in public.

A. Teachers

1. The rights of teachers shall include those as set forth in Chapter 303, Public Laws 1968 and Title 18A of the New Jersey Statutes, Annotated, 1968, and the New Jersey Constitution.
2. Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.
3. A non-tenure teacher whose contract is being renewed (except one who was a mid-year employment) shall be notified of his contract and salary status for the ensuing year no later than the second week in April, said contract to be returned (signed) within ten (10) days after receipt. Each non-tenure teacher will be given a copy of his signed contract. Tenure teachers shall be given written notification of their salary status at the same time.
4. The Superintendent shall give notice of assignments to new teachers as soon as practicable. In the event that changes in such assignments are made, any teacher affected shall be notified promptly, and, upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or his representative, and the teacher af-

Rights and Privileges

5. A copy of the annual written evaluation shall be made available to the teacher, in the school office, and any comments on same by the teacher shall be attached to the evaluation when it becomes part of the personnel file.

B. Association

1. The Board agrees to furnish to the teachers, in response to reasonable requests, all available public information concerning the district, so that the teachers can develop intelligent, accurate, informed, and constructive programs on behalf of themselves and their students.
2. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
3. Representatives of the Association may be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations; Prior requests shall be made to the Building Principal.
4. The Association shall have the privilege, as approved by the Building Principal, to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association

Rights and Privileges

5. The Association shall have, in each school building, the use of a bulletin board. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all such notices to be posted shall be given to the Building Principal.
6. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.
7. All orientation programs for new teachers may be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. The Association shall not be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of the Board of Education.

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, the rights, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the State of New Jersey, including the right to exercise executive management and administrative control of the school system and its property and facilities.

- B. As listed in Title 18A:11-1 New Jersey Statutes Annotated 1968, the Board shall:
 - 1. Make, amend and repeal rules, not inconsistent with this title, or with the rules of the State Board, for its own government and the transaction of its business and for the government and management of the public schools and public school property of the district and for the employment, regulation of conduct and discharge of its employees, subject, where applicable, to the provisions of Title II, Civil Service, of the Revised Statutes; and

 - 2. Perform all acts and do all things, consistent with law and the rules of the State Board, necessary for the lawful and proper conduct, equipment and maintenance of the public schools of the district.

- A. Teachers shall be consulted and involved in the establishment of the school calendar for the subsequent school year.
- B. The Board shall endeavor to present the above-mentioned calendar for adoption at its regular meeting in April.
- C. Once the school calendar has been adopted by the Board, any change in said school calendar, except in emergency, shall be made after discussion between the Board and the Association.
- D. The Board shall retain the right to establish the final school calendar.

- A. Teachers shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their arrival and departure by placing a check mark in the appropriate column of the faculty "sign-in" roster.
- B. Teachers shall report for work not later than fifteen (15) minutes prior to the student starting time and shall remain not less than fifteen (15) minutes after the student dismissal time as established in each building.
- C. Dismissal times shall in no way relieve a teacher from being available after (or before) school for the purpose of providing additional help to students upon reasonable request.
- D. Each teacher in the Middle School and the High School is to have a minimum of one (1) uninterrupted preparation period each day, whenever practicable.
- E. Teachers in the Elementary Schools shall not be required to remain in their classroom when the elementary nurse, or elementary art or music specialist is teaching their particular class.
- F. Directors and heads of departments shall not be assigned more than four (4) student instruction periods per day, whenever practicable.
- G. Teachers may leave their buildings during their scheduled duty-free lunch periods provided they inform their Principal, or the Principal's representative, of their departure and return.

Teacher Work Day

- H. In principle, the practice of requiring attendance at more than one (1) faculty meeting per week, shall be avoided. Such meeting shall not be of unreasonable duration. The notice of an agenda for any meetings shall be given to the teachers involved within a reasonable time prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.

- I. Teacher participation in field trips which extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary.

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made part hereof.
- B. All new teachers will be employed at a base pay not to exceed the base salary adopted by the Board of Education in the approved budget for the school calendar year, plus full credit, as full steps of the salary guide, for each year of recognized teaching experience or equivalent as evaluated by the Superintendent of Schools.
- C. Military service may be granted full credit on the salary guide as evaluated by the Superintendent of Schools.
- D. All personnel employed on or before January 31st of any year shall be entitled to a full increment. All personnel employed February 1st or after shall not be entitled to an increment.
- E. Personnel employed on a half-time basis shall be entitled to one-half (1/2) the proper yearly salary. Each year of satisfactory employment shall entitle the employee to progress on the salary guide at the half (1/2) yearly rate.
- F. All advancement on the salary guide shall be made at full steps so that all full-time personnel will be on a specific step on the guide and not between steps.
- G. That upon the recommendation of the Superintendent and with the approval of the Board, a teacher may receive for exceptional and superior teaching an increase above the

Salary Guide Provisions

H. That upon recommendation by supervisory personnel and with the approval of the Superintendent and the Board, a teacher may receive an additional step on the guide.

I. It shall be clearly understood by both parties that the salary guide included in this Agreement does not guarantee automatic salary increases. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment increment or adjustment increment. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, it shall, within ten (10) days, give written notice of such action, together with the reasons therefor, to the employee concerned.

Any individual may appeal from such action to the Commissioner of Education pursuant to the provisions of 18A:29-14.

Salary Guide Provisions

- J. When a pay day falls on or during a holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
- K. Teachers shall receive their final pay checks on the last working day in June, provided checkout has been completed.
- L. The schedule of pay dates for the school year shall be distributed to the teachers during the first full work week in September.
- M. Graduate credits and in-service credits taken and earned prior to reception of the Masters Degree, and not applicable to the Masters Degree, shall be applied to the achievement of the M.A. + 30 as evaluated by the Superintendent. Credits toward interim steps shall be evaluated by the Superintendent.
- N. The Board will pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which the Administration requests.
- O. The salary and/or stipend of all Directors, Guidance Counselors, Department Heads, Co-ordinators, Reading Teachers and Special Teachers, covered by this Agreement are set forth in Schedule C which is attached hereto and

Salary Guide Provisions

- P. Stipends paid to all personnel listed in Schedule C shall be included as part of the individual's regular monthly pay. Since these stipends represent monies paid to employees for duties performed during the regular school day, these monies will be included for pension purposes.
- Q. Teacher participation in extra-curricular activities, as set forth in Schedules B and D shall be voluntary, and shall be compensated according to the rate of pay as set forth in such schedules. None of the positions listed in Schedules B or D shall be filled without scheduled compensation. Openings in all positions as set forth in Schedules B and D shall be posted prior to filling the positions.
- R. In those cases in which regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their unassigned time. In the absence of volunteers, a teacher may be assigned to serve as a substitute provided that such assignment does not deprive him of all unassigned time for that day. Volunteer and assigned teachers used in place of substitutes will receive five (\$5.00) dollars per period of classroom teaching duty. Such coverage shall be arranged by the Principal of the school in question (or his designee) and shall be distributed as equitably as possible among the teachers in said school.

The Board shall provide health care insurance protection designated below:

- A. The Board shall pay the full premium for each teacher's individual coverage and in cases where such plans exist, one-half (1/2) of the full premium for family plan coverage in the first year of this Contract, July 1971 - June 1972.
- B. As of the second year of the Contract, as per Article XVIII, Duration of Agreement (July 1972 - June 1973), the Board shall pay the full premium required for individual as well as full family coverage.
- C. Provisions of the Health Care Insurance Program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:
 - 1. Hospital room and board and miscellaneous costs
 - 2. Out-patient benefits
 - 3. Laboratory fees, diagnostic expenses, and therapy treatments
 - 4. Maternity costs
 - 5. Surgical costs
 - 6. Major Medical coverage
- D. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st, provided the carrier's contract

Health Insurance Provisions

- E. When necessary, payment of the premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- F. The Board shall provide to each teacher a description of the health care insurance coverage, as provided by the carrier, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed.

ARTICLE X -- LIAISON

The Association shall select representatives to meet with the Superintendent and Administrators at least three (3) mutually agreed upon times during the school year to review and discuss the administration of this Agreement, and current school problems and practices.

ARTICLE XI -- PROMOTIONS

- A. Promotional positions are defined as follows: positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibilities including but not limited to positions as principal, vice-principal, assistant principal, administrative assistant, and assistant to the superintendent. All such promotional positions shall be publicized by the Superintendent.
- B. The Superintendent shall make every effort to notify all affected teachers of any vacancy which may arise during the time school is not in session. Such notice shall be sent as far in advance as practicable.
- C. All qualified and properly certified teachers in the system who make application shall be granted an interview by the Board or the Board's designee.

ARTICLE XII -- SICK LEAVE

- A. All teachers employed by the Board shall be entitled to ten (10) sick leave days each school year as of the first official day of classes, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. A statement of such accumulation shall be furnished to each teacher at the beginning of each school year.

- B. In the case of long-term teacher illness*, teachers who have exhausted their accumulated sick days shall be granted, by the Superintendent, additional sick leave (non-cumulative) at the rate of one (1) day sick leave for each consecutive year in the New Milford School System up to a maximum of ten (10) days (non-cumulative).

- C. Teachers who have exhausted their sick leave as provided in Paragraphs A or A and B shall have the cost of employing a substitute deducted from their salary for each succeeding day of illness for an additional twenty (20) school days.

* Long-term illness is defined as a continuing illness causing absence for five (5) consecutive days or more.

ARTICLE XIII -- TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the school year, teachers shall be entitled to the following temporary leave of absence as follows:

1. Death in the immediate family

Leave with pay following death in the immediate family (wife, husband, son, daughter, mother, father, sister, brother, grandparents) shall be fixed from the date of death until one (1) day beyond the date of burial inclusive. If it is found necessary to exceed the time allotted above, the Superintendent may grant additional time, not to exceed two (2) days at full pay.

2. Death of other relatives

In case of the death of any relative not listed in Part I. above, the staff member shall be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral.

3. Legal Process

Time necessary for appearances in any legal proceeding connected with the teacher's employment or in any other legal proceeding that the teacher is required by law to attend, shall be granted without loss of pay.

4. Other Leaves

Leave up to two (2) days with pay for personal emergencies (illness in the immediate family, religious holidays and other personal business) shall be granted with pay by the Superintendent, after application to the Building Principal.

Temporary Leaves of Absence

5. Up to twenty-one (21) calendar days necessary for persons called into involuntary temporary active duty of any unit of the U.S. Reserves or the State National Guard, shall be granted without loss of pay, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he received from the federal or state government.
6. Time may be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature and where such attendance shall be pertinent to areas of study; time may be granted, without loss of pay for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations. The time mentioned in this paragraph (6) shall be deemed professional time and shall be at the recommendation of the Principal. The final decision shall rest with the Superintendent.
7. Leaves of absence not covered by any of the preceding paragraphs, but which are sanctioned by the Superintendent, shall be granted with the stipulation that the teacher shall forfeit 1/200 of his base salary.
8. Any teacher requesting leave under this Article shall fill out the proper forms, which shall be available in the central office of each building. Such forms shall be forwarded to the Superintendent by the Building Principal.

Temporary Leaves of Absence

- B. Leaves taken pursuant to Section A shall be allowed with the following stipulations:
1. They shall be in addition to any sick leave to which the teacher is entitled.
 2. Except in emergencies, no leave shall be permitted the day prior to, nor the day following a school holiday or holiday weekend, except at the discretion of the Superintendent.
 3. Except in cases of emergency, all requests for leave shall be in writing stating the reason for the request. After approval by the Superintendent, the request shall be filed in his office. In emergency cases, the leave form will be completed upon return to work.
 4. Leave under Article XIII shall not be cumulative.

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- A. At the discretion of the Board, one (1) teacher designated by the Association shall, upon request, be granted a leave of absence without pay for one (1) year for the purpose of engaging in activities of the Association or its affiliates.

 - B. A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, Vista, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full time participant in any of such programs, or accepts a Fulbright Scholarship.

 - C. Military leave without pay shall be granted to any teacher who is inducted in any branch of the armed forces of the United States for the period of said induction.

 - D. Maternity Leave of Absence

- 1. Tenure Teachers

The Board shall grant any request by an employee under tenure for a maternity leave of absence in accordance with the following provisions:

- a. As soon as any married woman employee under tenure shall become aware of her pregnancy, she shall apply at once for a leave of absence, as provided in these regulations, when granted by the Board.

Extended Leaves of Absence

- b. A maternity leave of absence shall begin four (4) months or more before the approximate date of the expected confinement and shall continue to a year from the September immediately following the date the leave begins except that the Board may, upon recommendation of the Superintendent, change either or both of said periods if in its opinion it appears to be for the best interests of the pupils involved.
 - c. No salary shall be paid an employee while she is on maternity leave.
 - d. On or before the March 1 prior to the September 1 specified in paragraph 1-b. above, a teacher on maternity leave shall indicate to the Board, in writing, whether she intends to return to teaching in New Milford the following September. Failure to do so will be construed as a decision not to return and the teacher's employment will end on said March 1.
 - e. The time spent on maternity leave shall not count for placement on the salary guide or seniority.
2. Non-Tenure (Probationary) Teachers
- a. No leave of absence shall be granted for maternity reasons during a teacher's pro-

Extended Leaves of Absence

- b. All non-tenure teachers' contracts become void and they shall resign at the end of the first semester (January 31) or at the end of the school year (June 30), whichever is closer to four (4) months previous to the anticipated period of confinement and/or expected time for arrival.
- c. The Board may, upon the recommendation of the Superintendent, reduce the period set forth in paragraph b. above, if in its opinion it appears to be best for the pupils and the school under the then existing circumstances of any individual case.

3. Maternity Leave of Absence for Adoption

All provisions of paragraph D-1 shall hold except that leave shall become effective on date of receipt of adoptive child instead of the four (4) month requirement.

- E. At the discretion of the Superintendent, leave of absence without pay of up to one (1) year shall be granted to a teacher for the purpose of caring for a sick husband, wife, child, or parent and being cared for in said teacher's home.
- F. Other leaves of absence without pay may be granted at the discretion of the Board and for a sufficiently good reason not covered heretofore.

Extended Leaves of Absence

- G. Upon return from leave granted pursuant to Section A, B, or C of this Article, a teacher should be considered as if he had been actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved had he not been absent. The time spent on said leaves shall not count toward fulfillment of the time requirements for acquiring tenure.
- H. A teacher shall not receive increment credit for the time spent on a leave granted pursuant to Sections D, E, or F of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
- I. All benefits to which a teacher was entitled at the time his leave commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- J. At the prerogative of the teacher on leave, insurance will be paid for by the teacher in order that such coverage be maintained.

- A. Sabbatical Leave, or long term leave with pay, is designed to improve instructional service to the highest level of quality and efficiency. Sabbatical leave is not a reward for past accomplishments. Rather, it is really an investment by the school district in better instruction, and therefore, primarily a benefit to the school district.

- B. Any professional employee, under tenure, who has completed ten (10) years of service, seven (7) of which have been continuous and satisfactory in the New Milford Public Schools may, upon recommendation of the Superintendent, be granted a sabbatical leave not to exceed one (1) year.

- C. The general reason for sabbatical leave shall include the following:
 - 1. Study at an advanced level including residency requirements for graduate work
 - 2. Travel when associated with subject field or when it will directly benefit the district student
 - 3. Approved work opportunities which promise to improve substantially the employee's value to the school system
 - 4. Other approved purposes

- D. The number of leaves in a given year shall not exceed 1% of the entire professional staff, except that the number may be increased at the discretion of the Board.

Sabbatical Leave

- E. A staff member on sabbatical leave will receive his contracted annual salary for a full year. Salary shall be paid in accordance with the current salary guide in effect in the New Milford School System. Professional employees on sabbatical leave shall not receive compensation from other employers without prior approval of the Superintendent.
- F. A period of sabbatical leave shall count as regular service for the purpose of retirement planning, and contributions by the professional employee to the retirement fund shall continue as usual during such period. A staff member will be reinstated in his former position at the end of a sabbatical leave with seniority, salary guide, cumulative sick leave, and tenure rights unimpaired. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
- G. As a moral obligation to such leave, the professional employee shall agree to continue in his former or advanced position in the service of the New Milford Board of Education for a period of not less than two (2) years after the expiration of the leave.

Sabbatical Leave

H. Applications shall be made in writing to the Superintendent through the Building Principal no later than January 15 prior to the fiscal year of the leave. On the basis of preliminary applications received, the Superintendent shall, after conference with appropriate administrative personnel, determine an order of eligibility in which, if subsequently approved by the Board, the leaves will be granted. Each applicant shall be notified in writing by the Superintendent not later than April 1 of the decision concerning his application. Approved leaves shall begin in September following the application.

ARTICLE XVI -- PERSONAL AND ACADEMIC FREEDOM

The Board recognizes academic freedom as essential to the fulfillment of the purpose of the New Milford School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

- A. As stated in Board Policy, teachers shall have full freedom in classroom presentations and discussions and may introduce politically, religiously, or otherwise controversial material, provided only that said material is relevant to the course content.
- B. No student's grade shall be changed without prior discussion with, and advice of, the teacher.
- C. In case of a change of grade contrary to the advice of the teacher and without his approval or consent, the teacher shall have the privilege of placing any written comments in his personal file.

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- B. Any individual contract between the Board and the individual teacher, heretofore or hereafter executed, shall be consistent with the terms and conditions of this Agreement. This Agreement, during its duration, shall be controlling.

- C. Copies of this Agreement shall be prepared and reproduced. The expense shall be shared equally by the Board and the Association and presented to all teachers now employed or hereafter employed, and made available to prospective candidates for employment by the Board.

- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party shall do so in writing at the following addresses:
 - 1. If by Association, to Board in care of the Secretary of the Board

 - 2. If by the Board, to the President of the Association at the building to which he is regularly assigned for his teaching duties

- E. Teachers who may be required to use their own automobile in the performance of their duties and teachers who are assigned

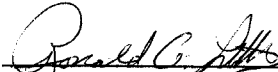
Miscellaneous Provisions

- F. Unless otherwise provided for in this Agreement, nothing contained herein shall be interpreted or applied to eliminate, reduce, or otherwise detract from any teacher benefit existing prior to the effective date of this Agreement.

- A. Duration Period - This Agreement shall be effective as of July 1, 1971, and shall remain in full force and effect until June 30, 1973, except as provided for in the re-opener provision of this Article.
- B. Re-Opener Clause - On or before October 15, 1971, the Board and the Association shall begin negotiations for the 1972-73 school year with respect to Salary and Stipends as per Schedules B - C and D as well as the salaries and salary guide structure of Schedule A. Negotiations shall also include the topic of teacher aides. Any other matter may be re-opened by mutual consent of the parties. All other terms and conditions of this Agreement shall continue to be binding on the parties hereto during such negotiations.
- C. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon.
- D. Attested to this 13th day of September, 1971.

NEW MILFORD EDUCATION ASSOCIATION


BY:



Ronald A. Little
President

NEW MILFORD BOARD OF EDUCATION

BY:



Richard D. Cook
President

SCHEDULE A.

TEACHERS SALARY GUIDE

1971-1972

| <u>Step</u> | <u>B.A.</u> | <u>B.A. + 16</u> | <u>M.A.</u> | <u>M.A. + 30</u> | <u>Dr.</u> |
|-------------|-------------|------------------|-------------|------------------|------------|
| 1 | 8,200. | 8,550. | 8,900. | 9,600. | 10,300. |
| 2 | 8,500. | 8,850. | 9,200. | 9,900. | 10,600. |
| 3 | 8,800. | 9,150. | 9,500. | 10,200. | 10,900. |
| 4 | 9,200. | 9,550. | 9,900. | 10,600. | 11,300. |
| 5 | 9,600. | 9,950. | 10,300. | 11,000. | 11,700. |
| 6 | 10,000. | 10,350. | 10,700. | 11,400. | 12,100. |
| 7 | 10,400. | 10,750. | 11,100. | 11,800. | 12,500. |
| 8 | 10,800. | 11,150. | 11,500. | 12,200. | 12,900. |
| 9 | 11,300. | 11,650. | 12,000. | 12,700. | 13,400. |
| 10 | 11,800. | 12,150. | 12,500. | 13,200. | 13,900. |
| 11 | 12,300. | 12,650. | 13,000. | 13,800. | 14,500. |
| 12 | 12,900. | 13,250. | 13,600. | 14,400. | 15,100. |
| 13 | 13,500. | 13,850. | 14,200. | 15,000. | 15,700. |
| 14 | | | 14,800. | 15,600. | 16,300. |
| 15 | | | | 16,200. | 16,900. |
| 16 | | | | | 17,500. |

| <u>HEAD COACHES</u> | <u>YEARS OF COACHING</u> | | | |
|------------------------------|--------------------------|----------|----------|----------|
| | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> |
| Football | 1,000. | 1,100. | 1,200. | 1,300. |
| Baseball | 800. | 900. | 1,000. | 1,100. |
| Basketball | 800. | 900. | 1,000. | 1,100. |
| Track-Outdoor | 800. | 900. | 1,000. | 1,100. |
| Soccer | 800. | 900. | 1,000. | 1,100. |
| Wrestling | 800. | 900. | 1,000. | 1,100. |
| Tennis | 400. | 500. | 600. | 750. |
| Track-Indoor | 350. | 450. | 550. | 650. |
| <u>ASSISTANT COACHES</u> | | | | |
| Football | 450. | 550. | 650. | 750. |
| Baseball | 350. | 450. | 550. | 650. |
| Basketball | 350. | 450. | 550. | 650. |
| Track-Outdoor | 350. | 450. | 550. | 650. |
| Soccer | 350. | 450. | 550. | 650. |
| Wrestling | 350. | 450. | 550. | 650. |
| <u>OTHER AREAS</u> | | | | |
| Cheerleader | 300. | 350. | 400. | 500. |
| Cheerleader | 300. | 350. | 400. | 500. |
| Treasurer | 300. | 350. | 400. | 450. |

In 1971-72 all personnel who worked in the specified categories, as listed above, during the 1970-71 school year will be placed on the fourth step of the 1971-72 guide, as listed above.

SCHEDULE C. -- EXTRA RESPONSIBILITY SALARY SCHEDULE

1. The Athletic Director shall be paid at the rate of one hundred (\$100.00) dollars over the highest paid coach's salary as listed in Schedule B. in addition to his regular teaching salary.
2. The Music Director shall receive one thousand eighty (\$1,080.00) dollars in addition to his regular teaching salary.
3. A Guidance Counsellor shall receive, for the twelve (12) month period, his place on the salary guide plus four hundred (\$400.00) dollars times a ratio of 1.1.
4. The Department Chairmen at the High School shall receive the following salary in addition to their regular teaching salary:

| | |
|--|-------------|
| (a) Departments with up to nine (9) teachers | \$ 750.00 |
| (b) Departments with ten (10) or more teachers | \$ 975.00 |
| (c) High School Guidance Department Chairman | \$ 1,075.00 |
5. Reading Teachers shall receive six hundred (\$600.00) dollars in addition to their regular teaching salary.
6. Special Education Teachers shall receive three hundred (\$300) dollars in addition to their regular teaching salary.
7. The Middle School Co-ordinators shall receive four hundred (\$400.00) dollars in addition to their regular teaching salary.
8. All of the above listed provisions are based on full years

SCHEDULE D.1971-1972EXTRA PAY SALARY PROVISIONS

| <u>Position</u> | <u>Stipend 1971-72</u> |
|-----------------------------------|----------------------------|
| Activities Co-ordinator | \$ 650.00 |
| <u>1. High School Positions</u> | |
| Newsletter-Green Hornet | 175.00 |
| Audio-Visual Aides | 325.00 |
| Music or Dramatic Director | 250.00 |
| Music or Dramatic Producer | 250.00 |
| Stage Manager | 200.00 |
| Bandmaster | 500.00 |
| Assistant Bandmaster | 175.00 |
| Knight News | 225.00 |
| Literary Magazine | 100.00 |
| Yearbook General | 175.00 |
| Yearbook Art | 175.00 |
| Yearbook Layout | 175.00 |
| Yearbook Business | 175.00 |
| Student Council Advisor | 325.00 |
| Assistant Student Council Advisor | 175.00 |
| Student Fund Treasurer | 375.00 |
| Detention Co-ordinator | 300.00 |
| Bowling Sponsor | 125.00 |
| Intramurals - Girls | 200.00 |
| Intramurals - Boys | 200.00 |
| Senior Honor Society | 125.00 |
| Math League | 100.00 |
| Football Statistics | 150.00 |
| Class Advisor | |

| <u>Position</u> | <u>Stipend 1971-72</u> |
|---|----------------------------|
| <u>2. Middle School Positions</u> | |
| Student Council | \$ 250.00 |
| Intramurals - Girls | 200.00 |
| Intramurals - Boys | 200.00 |
| Audio-Visual Aides | 250.00 |
| Play or Musical Director | 200.00 |
| Stage Craft Sponsor | 100.00 |
| Newspaper Sponsor | 100.00 |
| <u>3. Elementary School Positions</u> | |
| <u>Bowling Sponsor</u> | |
| New Bridge | 50.00 |
| B. F. Gibbs | 50.00 |
| Berkley | 50.00 |
| Washington | 50.00 |
| <u>Audio-Visual Aides</u> | |
| New Bridge | 80.00 |
| B. F. Gibbs | 80.00 |
| Berkley | 80.00 |
| Steuben | 80.00 |
| Washington | 80.00 |
| <u>Safety Patrol</u> | |
| New Bridge | 50.00 |
| B. F. Gibbs | 50.00 |
| Berkley | 50.00 |
| Washington | 50.00 |
| <u>Choral Music</u> | 300.00 |

a. One-half (1/2) of the salaries indicated above will be in-

BOARD OF EDUCATION NEGOTIATING TEAM

Melvin Ross
Eugene V. Finno
Ray W. Morris

Patrick O'Connor David E. Owens
Thomas J. Hoban Donald W. Rickert

BOARD OF EDUCATION

Richard D. Cook Edmund J. Mueller
President Vice-President

Mrs. Evelyn Bernstein
Eugene V. Finno
Dr. Herbert Meislich
Alfred J. Mitchell
Ray W. Morris
Edward Pagani
Melvin Ross

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JAN 27 1977
N. J. P.

Members of Negotiating Team

| | |
|------------------|----------------------------------|
| Betsy Newman | Chief Negotiator |
| Nancy Donniacwo | Salary Chairman |
| Henry L. Capozzi | Recorder |
| Arlene Kluba | Publicity |
| Ronald Little | Association President |
| John Dombroski | High School Representative |
| Robert Golle | Middle School Representative |
| Barbara Butler | Elementary School Representative |
| Vincent Giordano | N.J.E.A. Field Representative |