

CONTRACT

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NEW MILFORD BOARD OF EDUCATION

and

NEW MILFORD EDUCATION ASSOCIATION

JULY 1, 2005 through JUNE 30, 2008

## PREAMBLE

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 123, Public Laws 1974.

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ARTICLE I - RECOGNITION

The New Milford Board of Education recognizes the New Milford Education Association, hereinafter referred to as the "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  
Department Chairs  
Coordinators  
Guidance Counselors  
Coaches  
Nurses  
Reading Specialists  
Social Workers  
Psychologists  
Library Media Specialists

BUT EXCLUDING THE FOLLOWING

Superintendent of Schools  
Assistant Superintendent for Instruction  
Secretary/Business Administrator  
Director of Special Services  
Principals  
Vice Principals  
Athletic Director  
Supervisor of Buildings and Grounds  
Secretarial-Clerical Employees  
Confidential Secretaries  
Custodial Employees  
Maintenance Employees  
Groundskeepers  
Bus Drivers

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 AND AUTHORITY

- A. The Board and the Association agree to enter into collective negotiations for the purpose of concluding an Agreement in accordance with Chapter 123, Public Laws 1974, on matters concerning the terms and conditions of employment. The Association shall submit its proposals to the Board no later than December 1 of the calendar year preceding the calendar year in which this Agreement expires. The Board shall submit its proposals to the Association no later than January 15 of the calendar year in which the Agreement expires. 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 Section A. of this ARTICLE. Before the Agreement becomes final and binding upon the respective parties it is understood that the Board must adopt and the Association must ratify the final Agreement between the negotiators and that such Agreement must be signed.
- 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.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITIONS:

A grievance shall mean that teachers or the 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-tenured teacher arises by reason of his/her not being re-employed. However, the non-tenured teacher shall be given the reason or reasons for his/her not being rehired. Such non-tenured teacher may request and be granted a conference with the Superintendent in the event such teacher is not being rehired.

A grievance to be considered under this procedure must be initiated in writing, within forty-five (45) days of its occurrence.

B. PROCEDURE

1. Level One:

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

2. Level Two:

If, within seven (7) school days thereafter, a problem remains unresolved, the grievant shall set forth his/her 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.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

The Principal shall communicate his/her decision to the grievant in writing, with copies to the Association, within seven (7) school days of the receipt of the written complaint.

3. Level Three:

The grievant may appeal the Principal's decision, within ten (10) school days, 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 shall 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/her decision in writing to the grievant with a copy to the Association.

4. Level Four:

If the grievance is not resolved to the grievant's satisfaction by the Superintendent, he/she may within fifteen (15) school days 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.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

5. Level Five:

- a. A grievance can be processed to Level Five only if it pertains to the meaning, application, or the interpretation of this Agreement and/or as it is covered by the powers of the Arbitrator set forth in Section 5c of this Article. However, the arbitration procedure shall not apply to a complaint of a non-tenured teacher occasioned by reason of his/her not being re-employed.
- b. If the grievant is not satisfied with the disposition of his/her 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 Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question not later than ten (10) school days after the decision by the Board.
  - 2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names not later than ten (10) school 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

ARTICLE III - GRIEVANCE PROCEDURE (continued)

Public Employment Relations Commission 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 subject to law.

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.

- 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/her findings of fact, reasoning and conclusions on the issue submitted.
- e. The costs of 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

ARTICLE III - GRIEVANCE PROCEDURE (continued)

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, within the same time limit prescribed for a decision shall be deemed to be acceptance of the decision rendered at that step.

7. In all matters relating to the handling of grievances, teachers shall be assured freedom from reprisal, restraint, interference, coercion, and discrimination during and after the presentation of the matter.
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

ARTICLE III - GRIEVANCE PROCEDURE (continued)

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 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.
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 a file shall only be accessible to the Superintendent, the grievant, and their designated representatives.
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

ARTICLE III - GRIEVANCE PROCEDURE (continued)

Association may process such a class or group grievance through all levels of the grievance procedure.

13. Meetings and hearings under this procedure shall not be conducted in public. However, in those instances where a Level Four review by the Board constitutes a meeting pursuant to N.J.S.A. 10:4-8, a grievance will not be presented in private where the aggrieved individual(s) have requested a public meeting.
14. It is the responsibility of personnel covered in ARTICLE I to carry out administrative directions and regulations required by Board policy subject to the understanding that the Grievance Procedure shall be available under the terms specified in ARTICLE III, if it is felt any such regulation is in conflict with the express terms of this Agreement.

## ARTICLE IV - RIGHTS AND PRIVILEGES

### A. Teachers

1. The rights of teachers shall include those as set forth in Chapter 123 Public Laws 1974 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, excluding a meeting with the Superintendent, concerning any matter which could adversely affect the continuation of that teaching staff member in his/her office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him during such meeting or interview.
3. A non-tenured teacher, including one who has been hired mid-year, whose contract is being renewed, shall be notified of his/her contract and salary status for the ensuing year no later than May 15.  
Said contract shall be returned (signed) within ten (10) days after receipt. Each non-tenured teacher will be given a copy of his/her signed contract. A non-tenured teacher, including one who has been hired mid-year, whose contract is NOT being renewed, shall be notified in writing no later than May 15. Tenured teachers shall be given written notification of their salary status at the same time.

ARTICLE IV - RIGHTS AND PRIVILEGES (continued)

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/her representative, and the teacher affected. Final decision shall rest with the Superintendent.

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/she 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 computers, copying equipment, fax machines, calculators, and all types of audio-visual equipment at reasonable times, when such equipment is not

ARTICLE IV - RIGHTS AND PRIVILEGES (continued)

otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use, and any damage incurred during such use.

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, school mail boxes, and e-mail as it deems necessary. The use of the interschool communications shall not be used for personal business. The Board will not be responsible for any delay or problems in delivery or transmittal. (Use of said e-mail system shall comply with all Board policies and regulations.)
7. All new teachers shall participate in orientation programs three (3) days prior to the beginning of the new school year. They 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.

ARTICLE IV - RIGHTS AND PRIVILEGES (continued)

8. The President of the Association shall be afforded five (5) periods of released time (per week). The scheduling of such time shall be subject to the approval of the Superintendent or his/her designee.

ARTICLE V - MANAGEMENT PREROGATIVES

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitutions of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent of such specific and express terms hereof are in conformance with the Constitution of laws of New Jersey and the United States.
- C. Nothing contained herein except as noted in Section B above shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under R.S. 18A: School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations, as they pertain to education.

## ARTICLE VI - TEACHER WORK DAY

### A. SCHOOL DEFINITIONS

1. Elementary Schools - Grades Pre-K through 5
2. Middle School - Grades 6 through 8
3. High School - Grades 9 through 12

B. 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.

C. The elementary schedule will start at 8:25 a.m. and end at 3:10 p.m. The lunch period for elementary teachers will be fifty-five (55) minutes except that two (2) teachers shall be assigned to daily lunch supervision, on a sequential, rotating basis.

D. The lunch period for middle school teachers will be a full period. Lunch duty shall be assigned in an equitable manner.

E. Teachers shall report to work not later than fifteen (15) minutes prior to the student starting time. Teachers shall remain two (2) days each week for not less than thirty (30) minutes each day after the student dismissal time as established in each building. The schedule for such days will be established by the teacher and submitted for review and approval to the principal who shall reserve the right to make such changes as he/she deems necessary. With the exception of days upon which faculty or other appropriate meetings are scheduled, teachers may leave the school at any time after the student dismissal time.

ARTICLE VI - TEACHER WORK DAY (continued)

- F. Dismissal times shall in no way relieve a teacher from being available after (or before) school for the purposes of providing additional help to students upon reasonable request.
- G. Teachers at each level are to have a minimum of one (1) uninterrupted preparation period each day.
- H. Teachers in the elementary schools shall not be required to remain in their classrooms when the elementary nurse, or elementary art or music specialist is teaching their particular classes. During world language instruction, teachers shall be assigned to a duty by the building administrator.
  - 1. Effective September 1, 1999, the Board agrees to compensate all high school teachers who are assigned a sixth-period teaching load and are not assigned to teach students in self-contained special education classes in an amount equivalent to 1/6 of their existing base salaries, including longevity, each year in which they assume a sixth-period teaching duty, in addition to the salaries applicable to said teachers' five (5) period per day teaching load.
  - 2. It is expressly understood that the benefits set forth in this Agreement are not available to teachers who do not fulfill a six-period instructional day as part of their regular yearly assignment, but who are on occasion requested or required to teach a sixth period as a substitute for the teacher regularly assigned to teach that class during the year in question for more than twenty (20) consecutive days in any given school year. Any teacher whose substitute service exceeds twenty (20)

ARTICLE VI - TEACHER WORK DAY (continued)

consecutive days in a sixth period of classroom instruction will be entitled to receive the benefits described in paragraph one, both retroactively and prospectively for the school year in which such substitution has occurred.

3. The parties understand and agree that any teacher who ceases to teach six (6) periods per day as part of his/her or her regular teaching load in any year will cease to receive the benefits described herein, and if applicable, shall return to the salary level that would apply if said teacher had not been carrying a six (6) period teaching load in that year.
4. The parties understand and agree that neither the receipt of the benefits described herein, nor the fact that a teacher is teaching or has taught a sixth period day will have any affect on that teacher's step level assignment, entitlement to seniority, entitlement to tenure, or entitlement to assignment or any other right or benefit that may be available to employees of the Board.
  - I. Directors and heads of departments shall not be assigned more than four (4) student instruction periods per day, whenever practicable.
  - J. Teachers may leave their buildings during their scheduled duty free lunch periods provided they inform the principal or the principal' s designee, of their departure and return.
  - K. 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

ARTICLE VI - TEACHER WORK DAY (continued)

teachers involved three (3) school days prior to the meeting, except in cases of emergency. Teachers shall have the opportunity to suggest items for the agenda.

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

M. In the Elementary Schools and Middle School, the last two (2) days of the student year will be four (4) hour sessions. The next to the last day of the student year will be a four (4) hour session and teachers will devote the balance of that day to year-end administrative duties. The last day of the student year will be a four (4) hour session only.

N. Parent-Teacher Conferences (Grades Pre-K through 5)

1. Elementary Schools -There will be four (4) days in the fall for such conferences.

2. All Pre-K through 5 Parent-Teacher conferences will be held until 5:00 p.m.

There shall be a minimum day on those days parent-teacher conferences are held. There shall be no compensation for participation in such conferences.

O. The teachers' work year shall be one hundred eighty-seven (187) days, which shall be comprised of one hundred eighty-four (184) pupil contact days, one (1) day for teacher orientation, one (1) day for year-end administrative duties and one (1) day for the development of professional programs.

ARTICLE VII - PERSONAL AND ACADEMIC FREEDOM

- A. No student' s grade shall be changed without prior discussion with, and advice of, the teacher.
- B. In case of a change of grade contrary to the advice of the teacher and without his/her approval or consent, the teacher shall have the privilege of placing any written comments in his/her personal file.

ARTICLE VIII - TEACHER EVALUATION

- A. Non-tenured teachers shall be observed and evaluated a minimum of three (3) times per school year, but not less than once each semester.
- B. In addition to the statutorily required observations and evaluations, all non-tenured teachers shall receive a mid-year evaluation.
- C. Tenured teachers shall be evaluated a minimum of one (1) time per year.
- D. A copy of the annual written evaluation shall be made and 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.
- E. Observations will be returned within ten (10) working days of the observation date.

ARTICLE IX - PROMOTIONS

- A. All positions shall be publicized by the Superintendent.
- B. The Superintendent shall make every reasonable effort to notify affected teachers of any vacancy which may arise during the time school is not in session. Such notice shall be posted in the school buildings, advertised in the newspapers and/or posted on the District Web Site.
- C. All qualified and properly certified teachers who make application shall be granted an interview by the Board or the Board' s designee.

ARTICLE X - SALARY GUIDE PROVISIONS

- A. The salaries of all teachers covered by this Agreement are set forth in SCHEDULE A.1, A.2, and A.3. which are attached and made part hereof.
- B. All new teachers will be employed at the base pay not to exceed the base salary adopted by the Board of Education in the approved budget for the school calendar year, plus credit for recognized teaching experience or equivalent as evaluated by the Superintendent of Schools.
- C. Teachers shall receive credit on the salary guide for military service in accordance with the provisions of applicable law.
- D. All personnel employed for ninety-one (91) or more school days in a school year shall be entitled to a full increment. All personnel employed less than ninety-one (91) school days in a school year shall not be entitled to an increment.
- E. Personnel employed on a half-time basis shall be entitled to one-half ( $\frac{1}{2}$ ) the proper yearly salary. Each year of satisfactory employment shall entitle the employee to progress on the salary guide at the half ( $\frac{1}{2}$ ) 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. Professional lateral movement across the guides will be permitted twice a year, at the beginning of September and the beginning of February.

ARTICLE X - SALARY GUIDE PROVISIONS (continued)

H. Those teachers who achieved at least twenty (20) years of service prior to June 30, 2005 will receive longevity payments in accordance with the following schedule:

- In the 20th year, through and including the 24th year, add 2%.
- In the 25th year, through and including the 29th year, add 4%.
- In the 30th year and every year thereafter, add 6%.

All teachers who are currently employed in the District as of July 1, 2002 but who will not achieve twenty (20) years of service prior to June 30, 2005 shall receive three thousand five hundred (\$3,500) dollars per year beginning in their twentieth (20) year of service. Longevity shall be eliminated for all employees hired after July 1, 2002.

Longevity shall be defined as actual years of service in New Milford and comply with Article X, Section D for implementation. Longevity payments are to be calculated based on each year's salary and are in addition to regular increments and/or increases.

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 submits a recommendation to the Board to withhold a salary increment, the teacher to be affected shall

ARTICLE X - SALARY GUIDE PROVISIONS (continued)

be placed on notice of this recommendation.

2. Arrangements shall be made to afford said teacher a reasonable opportunity to speak in his/her 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 therefore, to the teacher concerned.

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

- J. The first paycheck of the school year will be available on the Friday after the first day of classes.
- K. 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.
- L. Teachers shall receive their final pay checks on the last working day in June, provided checkout has been completed.
- M. The schedule of pay dates for the school year shall be posted in the main office of each building during the first full week in September, whenever practicable.
- N. A twelve (12) month pay option is available to employees who make a written request for such an option.

ARTICLE X - SALARY GUIDE PROVISIONS (continued)

- O. 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. Courses must be approved in advance for salary guide credit.
- P. 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.
- Q. The salary and/or stipend of all Extra Responsibility positions covered by this Agreement are set forth in SCHEDULE B, which is attached hereto and made a part hereof.
- R. Stipends paid to all personnel listed in Schedule B 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.
- S. Teacher participation in extra-curricular activities, as set forth in SCHEDULES C.1, C.2, C.3 and D shall be voluntary and shall be compensated according to the rate of pay as set forth in such schedules. If no one volunteers, then the Board retains the right to assign an individual. None of the positions listed in SCHEDULES C.1, C.2, C.3 and D shall be filled without scheduled compensation. Openings in all positions as set forth in SCHEDULES C.1, C.2,

ARTICLE X - SALARY GUIDE PROVISIONS (continued)

C.3, D and E shall be posted at least two (2) weeks prior to filling the positions, whenever practicable.

T. Any teacher who loses his/her daily guaranteed preparation period shall receive Twenty (\$20) dollars compensation for each guaranteed preparation period lost.

## ARTICLE XI –CONSULTATIVE COMMITTEES

Employees in each building shall elect representatives as a Consultative Committee. There shall be one (1) representative for every fifteen (15) employees assigned to a building, but in no case fewer than two (2) in any building. Representatives will be selected by the Association to serve for a two (2) year period. Vacancies caused by resignation or by any other event shall be filled as soon as possible. The Consultative Committee will meet at the request of the Principal or he/she with them at their request at reasonable times, but not more frequently than once a month, except by mutual agreement. The purpose of the Consultative Committee is to discuss problems of mutual educational concern with the Principal. It shall be different and apart from the Grievance Committee and shall be consultative, rather than decisive in nature. Operational and functional details not specifically detailed in this Article shall be worked out by committee.

There will be a system-wide Consultative Committee to meet with the Superintendent and his/her designees on matters which cannot be resolved at the building level. This committee will be composed of one (1) member from each building. The Superintendent and the President of the New Milford Education Association mutually agree to set up these meetings. This Committee will ordinarily meet once each semester. Should the need arise, special meetings will be called by mutual consent.

## ARTICLE XII - HEALTH INSURANCE PROVISIONS

A. The Board shall provide health care insurance protection designated below, paying the full premium for each teacher' s coverage and appropriate coverage for dependents. Provisions of the existing Health Benefits Program shall be detailed in the 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
7. Prescription Coverage

B. The Board will provide individual and dependent coverage in the following Health Care Insurance Plans for teachers hired prior to July 1, 1994. The Board will provide individual coverage only for teachers hired after July 1, 1994. The teacher may choose to enroll his/her dependents in these plans at a cost to be established by the Board, but paid for by the teacher. The Board will provide and pay for the teacher' s dependent coverage upon the commencement of the teacher' s fourth (4th) full year of service.

1. Dental Plan – Effective July 1, 2001, teachers shall contribute five (5%) percent of the annual premium.
2. Vision Care Plan.

ARTICLE XII - HEALTH INSURANCE PROVISIONS (continued)

3. The Board reserves the right to change any of the plans noted in Section B or to change insurance carriers provided substantially similar benefits in the aggregate in each plan are provided.
  - a. The Association will be notified not less than thirty (30) days in advance of any proposed change of plan or carrier.
  - b. The Association will be provided information regarding the new plan and/or carrier.
  - c. In the event that the Association does not agree that the new plan and/or carrier provides in the aggregate for substantially similar coverage, the Association may, within twenty (20) school days, file a grievance at Level Five for an expedited arbitration.
  - d. The Board agrees that there will be no change in plan and/or carrier pending the issuance of an arbitration decision.
- C. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of health insurance premiums to provide coverage for the full twelve (12) month period commencing September 1 and ending August 31, provided the carrier' s contract provisions are met.
- D. When necessary, payment of the premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

ARTICLE XII - HEALTH INSURANCE PROVISIONS (continued)

- E. The Board shall supply 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.
  
- F. To be eligible for health insurance coverage under the provisions of this ARTICLE, a teacher must be regularly employed no less than seventy (70%) percent of the time as a full-time teacher. Teachers who on September 17, 1996 were regularly employed less than seventy (70%) percent of the time as a full-time teacher, but who were receiving health insurance coverage will continue to be covered.

ARTICLE XIII - SICK LEAVE

- A. All teachers employed by the Board of Education on a ten (10) month basis, 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.
- B. All teachers employed by the Board of Education on a twelve (12) month basis, shall be entitled to twelve (12) sick leave days each school year as of the first official day of classes, whether or not they report for duty on that day.
- C. 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.
- D. Any teacher who is employed after the commencement of the school year shall have his/her sick leave days prorated for the remainder of the year. Unused sick leave days shall be accumulated from year to year with no maximum limitation. A statement of such accumulation shall be furnished to each teacher at the beginning of each school year.

ARTICLE XIV - TEMPORARY LEAVE OF ABSENCE

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

1. Death in the Immediate Family

a. Leave of absence without loss of pay following death in the family\* shall be granted for six (6) consecutive calendar days, one of which is the day of death or the day of burial inclusive; or five (5) consecutive calendar days, one (1) of which is the day of death or the day of burial inclusive, and one (1) day which may be used at a later date for legal matters related to the death of the individual.

*\* wife · husband · son · daughter · mother · father · sister · brother  
mother-in-law · father-in-law · daughter-in-law · son-in-law*

b. Leave of absence without loss of pay following death of other family members\* shall be granted for four (4) consecutive calendar days, one of which is the day of death or the day of burial inclusive; or three (3) consecutive calendar days, one (1) of which is the day of death or the day of burial inclusive, and one (1) day which may be used at a later date for legal matters related to the death of the individual.

*\* sister-in-law · brother-in-law · grandparents · close friend*

2. Death of Other Relative

In case of death of any relative not listed in Section A.1 above, the teacher shall be granted one (1) working day leave of absence, without loss of pay, to attend the funeral.

ARTICLE XIV - TEMPORARY LEAVE OF ABSENCE (continued)

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.

This section shall not apply in connection with any litigation involving a job action, work stoppage or strike against the Board.

4. Personal Leave

a. Noncumulative personal leave, without a reason, up to two (2) days total per school year, shall be granted without loss of pay.

Personal days shall not be granted to ten (10) month employees before September 15 or after June 15, immediately prior to or immediately after NJEA Convention, any holiday recess, the winter recess or the spring recess. A request can be made to the Superintendent for the use of personal days beyond these circumstances.

b. All applications for personal leave, except in cases of emergency, shall be made at least five (5) school days prior to the requested leave. In an emergency, the leave form will be completed upon the return to work.

c. Personal leave application forms shall be available in the central office of each building. Such forms shall be forwarded to the Superintendent by the building principal.

ARTICLE XIV - TEMPORARY LEAVE OF ABSENCE (continued)

- d. After approval by the Superintendent, the form shall be filed in his/her office.
  - e. One unused personal day may be carried into the following school year as an additional sick day.
5. Up to twenty-one (21) calendar days necessary for persons called into voluntary 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/her regular pay in addition to any pay which he/she 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. Leave 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/her base salary.

ARTICLE XIV - TEMPORARY LEAVE OF ABSENCE (continued)

B. Leave 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. Leave under ARTICLE XIV shall not be cumulative.

C. Jury Duty

1. A regular teacher who loses time from his/her job because of jury duty as certified by the Clerk of the Court shall be paid by the Board his/her daily rate of pay. The teacher agrees to turn over the jury duty check to the Board.
  - a. The teacher must notify his/her supervisor and Superintendent of Schools immediately upon receipt of a summons for jury duty.
  - b. The teacher must not have voluntarily sought jury service.
  - c. If in the opinion of the Superintendent, a reasonable replacement cannot be obtained as outlined in N.J.S.A. 2B:20-10 (c)(6), the teacher must request, in writing, to be excused from jury duty while school is in session. To this end, a letter of request from the Superintendent of Schools shall accompany this letter from the staff member.
  - d. The teacher must submit adequate proof of the time served on jury duty.

ARTICLE XIV - TEMPORARY LEAVE OF ABSENCE (continued)

2. If any teacher on jury duty is released by the court prior to twelve o' clock noon, that teacher shall be required to return to work by one o' clock p.m. that day in order to receive pay for that day.

## ARTICLE XV - EXTENDED LEAVE OF ABSENCE

- A. At the discretion of the Board, one (1) teacher designated by the Association, upon request, shall be granted a leave of absence without pay for up to one (1) year (covering an entire school year) for the purpose of engaging in activities of the Association or its affiliates. A request for an extended leave of absence shall be made in writing to the Superintendent. Said request shall be made ninety (90) days prior to the date of the requested leave.
- B. At the discretion of the Board, a leave of absence without pay of up to one (1) year (covering an entire school year) may be granted to any teacher who joins the Peace Corps, Vista, National Teachers Corp., or serves as an exchange teacher or overseas teacher, accepts a Fulbright Scholarship or to complete a graduate degree program provided the teacher is a full time participant in any of the aforementioned programs.
- 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 the induction.
- D. Maternity Leave of Absence
1. All pregnant teachers may apply for a leave of absence without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for the balance of the school year in which the said leave begins.
  2. Tenured teachers who have been granted maternity leave may annually apply for additional maternity leave. The total maternity leave granted

cannot exceed twenty-four (24) consecutive months, except as noted in the following paragraph.

3. The return of a teacher from a maternity leave of absence must coincide with the beginning of the school year in September or the start of the second semester in January. Teachers on maternity leave may apply for leave beyond twenty-four (24) months only if their scheduled return does not coincide with the start of the school year or the beginning of the second semester.
4. Additional maternity leave beyond twenty-four (24) months will not be extended beyond either the start of a school year, or the beginning of the second semester following the teacher' s scheduled date of return.
5. Maternity leave shall be granted subject to the following conditions:
  - a. A teacher shall notify the Superintendent of her pregnancy at least one hundred twenty (120) days in advance of the requested leave.
  - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
  - c. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.
6. Except as provided above, no teacher shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return.

ARTICLE XV - EXTENDED LEAVE OF ABSENCE (continued)

7. A teacher desiring to return from leave of absence shall notify the Board in writing of her intent to return to teaching in New Milford on or before March 1 for a return date at the beginning of the school year and on or before August 1 for a return date at the beginning of the second semester. Failure to so notify the Board will be deemed to be a waiver by the teacher of her right to return from maternity leave for that year or semester.
8. No teacher shall be removed from her duties during pregnancy except as follows:
  - a. The Board has found that her teaching performance has noticeably declined.
  - b. The pregnant teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the teacher, whose opinion on medical capacity shall be final and binding.
  - c. Any other just cause.
9. The time spent on maternity leave shall not count for placement on the salary guide or for seniority.
10. All provisions of Section D shall also apply to maternity leave of absence for adoption except that leave shall become effective on the date of receipt of the adopted child, unless absence from work is required for the placement to proceed.

ARTICLE XV - EXTENDED LEAVE OF ABSENCE (continued)

11. If any teacher desires, she may use her accumulated sick leave for the period of her disability related to her pregnancy and childbirth and receive full pay and benefits for said period or until she has exhausted her sick leave. The period of disability for the purpose of this Section shall be defined as the period commencing thirty (30) calendar days before anticipated delivery date and ending thirty (30) calendar days after the actual delivery or such other period of actual disability as shall be certified to the Board by the teacher' s physician.
- E. At the discretion of the Board of Education, leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick husband, wife, child, or parent of the teacher.
- F. Other leaves of absence without pay may be granted at the discretion of the Board for a sufficiently good reason and not covered heretofore.
- G. Upon return from leave granted pursuant to Section A, B, or C of this ARTICLE, a teacher should be considered as if he/she had been actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved had he/she 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 Section D, E, or F of this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

ARTICLE XV - EXTENDED LEAVE OF ABSENCE (continued)

- I. All benefits to which a teacher was entitled at the time his/her leave commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.
- J. In accordance with the rules and regulations of the existing Health Benefits Plan, at the prerogative of the teacher on leave, insurance will be paid for by the teacher in order that such coverage is maintained.

ARTICLE XVI - SICK LEAVE ACCUMULATION INCENTIVE PLAN

A. Qualifications

1. The teacher must have been:
  - a. Actively employed in the teaching profession as a fully certified teacher at least fifteen (15) years prior to the effective date of retirement.
  - b. Actively employed as a fully certified teacher in the New Milford Public School system at least ten (10) of the fifteen (15) years immediately prior to the effective date of retirement.
2. The teacher must notify the Superintendent of Schools in writing of his/her intention to retire. This notification must be received by the Superintendent at least six (6) months prior to the effective date of retirement.
3. In the event of the death of a teacher who has otherwise fulfilled the requirement of this ARTICLE, the benefit noted in Section B shall be paid to the teacher' s designated beneficiary or estate.

B. Calculation of Benefit

The benefit shall apply to teachers upon their retirement from the New Milford Board of Education in accordance with law.

1. The sick leave accumulation incentive plan consists of a calculated sum of money (sick leave benefit) the amount of which is based on the number of accumulated sick leave days remaining at the effective date of retirement.

ARTICLE XVI - SICK LEAVE ACCUMULATION INCENTIVE PLAN (continued)

2. The amount of sick leave benefit shall be determined by the sick leave time balance, at the effective date of retirement, accumulated since the beginning date of employment.
3. The sick leave benefit shall be computed by multiplying the accumulated sick leave by seventy (\$70) dollars per day. The total sick leave benefit shall not exceed eighteen thousand (\$18,000) dollars.

C. Payment of Benefit

The sick leave accumulation incentive plan compensation shall be payable in a lump sum in the month following the retirement or in the first month of the ensuing calendar year, at the option of the teacher and subject to applicable Federal or State Law or regulations.

## ARTICLE XVII - EDUCATIONAL DEVELOPMENT

- A. A fund not to exceed twenty-five thousand (\$25,000) dollars per school year will be established by the Board of Education which may be utilized in whole or in part for the purpose of providing individual teaching staff members with reimbursement of tuition for courses taken other than those needed to gain permanent certification.
- B. Approval of the course to be taken must be obtained from the Superintendent prior to starting the course. Preference shall be given to individuals already enrolled in pre-existing programs.
- C. Courses taken must be part of a planned program leading to a definite educational objective, resulting in an advanced degree or additional certification, or the course must be directly related to the individual's professional needs as determined by his/her assigned position.
- D. A grade of "B" or better must be earned in order to receive tuition reimbursement.
- E. The maximum reimbursement shall be one hundred (100%) percent of the prevailing average state college rate attended, or the highest state college rate if a non-state college is attended, up to a total cap for teachers of twenty-five thousand (\$25,000) dollars per year, inclusive of all teaching employees. Once the twenty-five thousand (\$25,000) dollars aggregate cap is reached, employees shall be liable for one hundred (100%) percent of the course.
  - 1. It is agreed that a teacher who receives tuition reimbursement under this ARTICLE is required to give a school year's service to the District in the school year following receipt of the money. If a teacher who has

ARTICLE XVII - EDUCATIONAL DEVELOPMENT (continued)

received payment hereunder voluntarily fails to provide said one (1) year of service, the individual shall be responsible for repaying the Board. This condition may be waived by the Superintendent in extraordinary circumstances.

2. Teachers who begin work after the opening of the school year or who work on a part-time basis (less than full-time) shall be entitled to tuition reimbursement on a pro-rated basis.
- F. Upon completion of courses, all official transcripts will be filed in the Office of the Superintendent.

## ARTICLE XVIII - AGENCY SHOP

### A. Representation Fee

The Board agrees to deduct the fair share fee from the earnings of those teachers in the bargaining unit as defined in ARTICLE I, who elect not to become a member of the Association and transmit the fee to the majority representative after written notice of the amount of the fair share assessment is furnished to the Board.

### B. Computation of the Fair Share Fee

1. The fair share fee for services rendered by the majority representative shall be in an amount equal to the regular unified membership dues, initiation fees, and assessments of the majority representatives, less the costs of benefits and services financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five (85%) percent or that which is prescribed by law of the regular unified membership dues, fees, and assessments.
2. The majority representative shall provide thirty (30) days advance written notice to the Board the information necessary to compute the fair share fee for services enumerated above.
3. Any challenge to the fair share fee assessment by a teacher shall be filed in writing with the Public Employment Relations Commission, the Board and the majority bargaining representative in accordance with law.

ARTICLE XVIII - AGENCY SHOP (continued)

C. Part-Time Teachers

1. For the purpose of this ARTICLE, part-time teachers are defined as those individuals who work less than one half (½) of the schedule of full time teachers.
2. Part-time teachers will pay a pro rata fair share fee as may be provided in the Constitution, Bylaws or rules and regulations of the bargaining unit and/or its affiliated organizations.

D. Challenging Assessment Procedure

1. The majority representative agrees to establish a procedure by which non-member teachers in the bargaining unit as defined in ARTICLE I can, in accordance with law, challenge any assessments.

E. Deduction of Fee

1. No fees shall be deducted for any teacher sooner than:
  - a. The thirtieth (30th) day following the notice of the amount of the fair share fee or the thirtieth (30th) day following the beginning of employment, whichever is later, for new teachers appointed to positions in the negotiations unit.
  - b. In no event will any teacher in the employ of the Board at the time the agency shop Agreement becomes effective be required to begin payment of the fair share fee before the thirtieth (30th) day following the date the said Agreement becomes effective.

ARTICLE XVIII - AGENCY SHOP (continued)

F. Payment of Fee

The Board shall deduct the fee from the earnings of the teachers and transmit the fee to the majority bargaining representative monthly (except July and August) during the term of this Agreement.

G. Indemnification

The Association agrees to indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the Board in complying with the provisions of this ARTICLE, provided that:

1. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Section.
2. If the Association so requests, in writing, the Board will transfer to it full responsibility for the defense of such claim, demand, suit or other form of liability.

## ARTICLE XIX - MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and the individual teacher, heretofore and hereafter executed, shall be consistent with the terms and conditions of this Agreement. This Agreement, during its duration, shall be controlling.
- B. 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.
- C. 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 the Board in care of the Secretary of the Board.
  - 2. If by Board, to the President of the Association at the building to which he/she is regularly assigned for his/her teaching duties.
- D. Teachers who may be required to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel. The reimbursement shall be at the rate authorized by the Internal Revenue Service in effect on the first day of this Agreement.
- E. 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.

ARTICLE XX - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers 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.

## ARTICLE XXI - FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations for the current Agreement. During the term of this Agreement, or any extensions thereof, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time when they negotiated or executed this Agreement, except as required by Chapter 123, Public Laws, 1974.

ARTICLE XXII - DURATION OF AGREEMENT

A. Duration Period

The terms of this Agreement shall be effective, except where noted, as of July 1, 2005, and shall remain in full force and effect through June 30, 2008.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Representatives and their corporate seals to be placed hereon.

C. Attested to this \_\_\_\_\_.

NEW MILFORD EDUCATION ASSOCIATION

By: \_\_\_\_\_  
David Wilson  
President

By: \_\_\_\_\_  
James Carr  
Chief Negotiator

NEW MILFORD BOARD OF EDUCATION

By: \_\_\_\_\_  
Daniel Conner  
President

By: \_\_\_\_\_  
Thomas Crispino  
Negotiations Chairperson

By: \_\_\_\_\_  
Stacy Garvey  
Board Secretary

SCHEDULE A.1

NEW MILFORD BOARD OF EDUCATION  
TEACHER SALARY GUIDE  
2005-06

STEP	BA	BA+16	MA	MA+16	MA+30	DR
1	39800	40600	41690	43600	45215	46900
2	40800	41795	43200	45100	46815	48600
3	42200	43295	44650	46700	48900	50800
4	43625	44850	46200	48400	50900	53000
5	45050	46400	47750	50250	52900	55200
6	46425	47900	49300	52100	54950	57400
7	48100	49600	51100	54200	57350	59800
8	50400	52000	53400	56800	59650	62400
9	52800	54200	56050	59900	62800	65250
10	55200	56350	58700	62525	66000	68450
11	58100	59335	62375	65725	69400	71850
12	61450	63200	65400	69125	73200	75650
13	64800	66330	68500	72900	77950	79850
14	68200	69700	72000	77300	82100	84050
15	71800	73300	75900	81300	86300	88450
16	75800	77300	80100	85425	90600	92850
16a	78700	81450	84900	86750	93000	96600

## SCHEDULE A.2

NEW MILFORD BOARD OF EDUCATION  
TEACHER SALARY GUIDE  
2006-07

STEP	BA	BA+16	MA	MA+16	MA+30	DR
1	40500	41000	41900	43830	45450	47150
2	41500	42300	43400	45330	47050	48850
3	42525	43575	45000	47000	48800	50600
4	43975	45125	46550	48675	51000	52950
5	45475	46750	48150	50450	53050	55250
6	46950	48375	49775	52400	55100	57500
7	48425	49975	51425	54350	57325	59850
8	50200	51750	53300	56550	59850	62400
9	52600	54300	55800	59300	62300	65100
10	55200	56600	58600	62500	66025	68600
11	57700	58900	61350	65350	69000	71550
12	60725	62025	65200	68700	72550	75100
13	64225	66075	68375	72250	76525	79075
14	67750	69350	71600	76200	81500	83475
15	71300	72850	75275	80800	85825	87850
16	75075	76650	79375	85025	90250	92500
16a	82100	85050	88700	90750	97200	101000

## SCHEDULE A.3

NEW MILFORD BOARD OF EDUCATION  
TEACHER SALARY GUIDE  
2007-08

STEP	BA	BA+16	MA	MA+16	MA+30	DR
1	41000	42000	43500	43900	45550	47250
2	42100	43000	43900	45400	47200	48950
3	43225	44050	45200	47100	49000	50825
4	44300	45400	46850	48950	50825	52700
5	45800	47000	48475	50700	53125	55150
6	47375	48700	50150	52550	55250	57550
7	48900	50400	51850	54550	57375	59875
8	50425	52025	53550	56600	59700	62325
9	52275	53900	55500	58875	62350	64975
10	54775	56550	58125	61775	64900	67800
11	57500	58950	61025	65100	68750	71450
12	60100	61350	63900	68075	71900	74550
13	63250	64600	67925	71575	75600	78250
14	66900	68825	71250	75275	79750	82400
15	70575	72250	74600	79400	84925	87000
16	74300	75950	78475	84250	89500	91650
16a	85600	88750	92600	94850	101500	105500

SCHEDULE B

NEW MILFORD BOARD OF EDUCATION  
EXTRA RESPONSIBILITY SALARY GUIDE

1. The Guidance Chairperson shall receive in addition to his/her place on the salary guide an additional one-tenth (1/10) of annual salary for his/her responsibilities during the summer months. Schedule to be determined by him/her and the Superintendent or his/her designee.
2. The Department Chairs shall receive one of the following stipends, in addition to their regular teaching salary:

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Department with up to 9 teachers	5,025	5,250	5,495
Department with 10 or more teachers	6,485	6,780	7,095
Department with 2 or more curricula areas	7,195	7,520	7,870
Guidance Chair	7,195	7,520	7,870

3. All of the above listed provisions are based on a full year' s contract (ten or twelve months). If a teacher is on less than a full year' s contract, he/she will receive a proportional amount based on the teaching contract.

NEW MILFORD BOARD OF EDUCATION  
 COACHES SALARY GUIDE  
 2005-06

	HEAD COACH	ASSISTANT COACH
FOOTBALL	9,110	5,925
BASEBALL	7,520	4,840
BASKETBALL	7,520	4,840
SOCCER	7,520	4,840
SOFTBALL	7,520	4,840
TRACK (Spring)	7,520	4,840
VOLLEYBALL	7,520	4,840
WRESTLING	7,520	4,840
TENNIS	5,695	3,815
TRACK (Winter)	5,125	-----
CROSS COUNTRY	5,695	-----
BOWLING	4,100	-----
CHEERLEADING	4,100	-----
GOLF	4,100	-----
WEIGHT TRAINING (Summer)	4,785	-----
FITNESS CENTER	4,840	-----
ATHLETIC TRAINER	6,040	-----
FOOTBALL STATISTICIAN	1,025	-----
FOOTBALL AIDES *	-----	-----

\* FOOTBALL AIDES are used when assistant coaches are not available.

COACHES shall receive *LONGEVITY PAYMENTS* in accordance with the following schedule:

HEAD COACH:           •In the 7th year, through and including the 12th year-add \$200.  
                               •In the 13th year and every year thereafter, add \$400.

ASSISTANT COACH: •In the 7th year, through and including the 12th year-add \$100.  
                               •In the 13th year and every year thereafter, add \$200.

NEW MILFORD BOARD OF EDUCATION  
 COACHES SALARY GUIDE  
 2006-07

	HEAD COACH	ASSISTANT COACH
FOOTBALL	9,525	6,190
BASEBALL	7,860	5,060
BASKETBALL	7,860	5,060
SOCCER	7,860	5,060
SOFTBALL	7,860	5,060
TRACK (Spring)	7,860	5,060
VOLLEYBALL	7,860	5,060
WRESTLING	7,860	5,060
TENNIS	5,955	3,990
TRACK (Winter)	5,360	-----
CROSS COUNTRY	5,955	-----
BOWLING	4,285	-----
CHEERLEADING	4,285	-----
GOLF	4,285	-----
WEIGHT TRAINING (Summer)	5,000	-----
FITNESS CENTER	5,060	-----
ATHLETIC TRAINER	6,310	-----
FOOTBALL STATISTICIAN	1,070	-----
FOOTBALL AIDES *	-----	-----

\* FOOTBALL AIDES are used when assistant coaches are not available.

COACHES shall receive *LONGEVITY PAYMENTS* in accordance with the following schedule:

HEAD COACH:           •In the 7th year, through and including the 12th year-add \$200.  
                               •In the 13th year and every year thereafter, add \$400.

ASSISTANT COACH: •In the 7th year, through and including the 12th year-add \$100.  
                               •In the 13th year and every year thereafter, add \$200.

NEW MILFORD BOARD OF EDUCATION  
 COACHES SALARY GUIDE  
 2007-08

	HEAD COACH	ASSISTANT COACH
FOOTBALL	9,965	6,480
BASEBALL	8,225	5,295
BASKETBALL	8,225	5,295
SOCCER	8,225	5,295
SOFTBALL	8,225	5,295
TRACK (Spring)	8,225	5,295
VOLLEYBALL	8,225	5,295
WRESTLING	8,225	5,295
TENNIS	6,230	4,175
TRACK (Winter)	5,605	-----
CROSS COUNTRY	6,230	-----
BOWLING	4,485	-----
CHEERLEADING	4,485	-----
GOLF	4,485	-----
WEIGHT TRAINING (Summer)	5,235	-----
FITNESS CENTER	5,295	-----
ATHLETIC TRAINER	6,605	-----
FOOTBALL STATISTICIAN	1,120	-----
FOOTBALL AIDES *	-----	-----

\* FOOTBALL AIDES are used when assistant coaches are not available.

COACHES shall receive *LONGEVITY PAYMENTS* in accordance with the following schedule:

HEAD COACH:           •In the 7th year, through and including the 12th year-add \$200.  
                               •In the 13th year and every year thereafter, add \$400.

ASSISTANT COACH: •In the 7th year, through and including the 12th year-add \$100.  
                               •In the 13th year and every year thereafter, add \$200

NEW MILFORD BOARD OF EDUCATION  
EXTRA PAY SALARY GUIDE

POSITIONS	2005-06	2006-07	2007-08
<u>HIGH SCHOOL</u>			
Athletic Fund Treasurer	3305	3455	3615
AVA Coordinator	2505	2620	2740
Bandmaster/Marching Band	2850	2980	3115
Debate Team-Mock	1825	1905	1995
Senior Honor Society	1025	1070	1120
Literary Magazine	1765	1845	1930
Math League	1140	1190	1245
Musical Director	3985	4170	4360
Musical Producer	3000	3135	3340
Newspaper Advisor	2280	2380	2490
School Fund Treasurer	2660	2780	2910
Stage Manager	1365	1430	1495
Student Council	2540	2655	2780
Video Yearbook	2390	2500	2615
Yearbook Advisor	6835	7145	7475
Yearbook Advisor (Business)	1535	1605	1680
9 <sup>th</sup> Grade Advisor	1595	1665	1745
10 <sup>th</sup> Grade Advisor	1595	1665	1745
11 <sup>th</sup> Grade Advisor	2390	2500	2615
12 <sup>th</sup> Grade Advisor	2620	2740	2865
Community Service	2620	2740	2865
SAT Prep	750	785	820
Club Advisor	570	595	625
Big Brother	910	955	995
District Web Master	3020	3155	3300
Peer Leadership	2390	2500	2615
Film Football Games	\$100 per game		

After the life of this contract, the Athletic Fund Treasurer position shall be eliminated.

NEW MILFORD BOARD OF EDUCATION  
EXTRA PAY SALARY GUIDE

POSITIONS	2005-06	2006-07	2007-08
<u>MIDDLE SCHOOL</u>			
Computer	570	595	625
Student Council Advisor	2540	2655	2780
AVA Coordinator	1825	1905	1995
Intramural Advisor	1270	1325	1390
School Fund Treasurer	1845	1930	2020
Yearbook Advisor	1400	1465	1530
8 <sup>th</sup> Grade Advisor	1595	1665	1745
Art Club Assistant	570	595	625
Webmaster	685	715	750
Music/Drama	1400	1465	1530
8 <sup>th</sup> Grade Girls Basketball	3415	3570	3740
8 <sup>th</sup> Grade Boys Basketball	3415	3570	3740
8 <sup>th</sup> Grade Volleyball	3415	3570	3740
8 <sup>th</sup> Grade Wrestling	3415	3570	3740
Spring Sport	1710	1790	1870
Newspaper Advisor	1140	1190	1245
Club Advisor	570	595	625
Team Leaders	2000	2250	2500
<u>BERKLEY/GIBBS</u>			
AVA Coordinator	580	610	635
Safety Patrol	1000	1045	1095
Spirit Club	570	595	625
Assistant	570	595	625
Webmaster			
Club Advisor	570	595	625
Computer	570	595	625

## SCHEDULE E

NEW MILFORD BOARD OF EDUCATION  
HOURLY RATE SCHEDULE

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POSITIONS	2005-06	2006-07	2007-08
<u>STUDENT ACTIVITIES</u>			
Official Timer	15.00	15.00	15.00
Ticket Seller	15.00	15.00	15.00
Ticket Taker	15.00	15.00	15.00
Crowd Control	15.00	15.00	15.00
General	15.00	15.00	15.00
Supervision			
<u>TEACHING POSITIONS</u>			
Hourly Teacher	20.00	20.00	20.00
Bedside Teacher	25.00	25.00	25.00
Teacher	25.00	25.00	25.00
Coordinator			

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