

CONTRACT

~ ~ ~ ~ ~

NEW MILFORD BOARD OF EDUCATION

and

NEW MILFORD EDUCATION ASSOCIATION

JULY 1, 2008 through JUNE 30, 2011

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.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>Page</u>
I. RECOGNITION	1
II. NEGOTIATIONS PROCEDURE AND AUTHORITY	2
III. GRIEVANCE PROCEDURE	3
IV. RIGHTS AND PRIVILEGES	10
V. MANAGEMENT PREROGATIVES	13
VI. TEACHER WORK DAY	14
VII. PERSONAL AND ACADEMIC FREEDOM	19
VIII. TEACHER EVALUATION	20
IX. PROMOTIONS	21
X. SALARY GUIDE PROVISIONS	22
XI. CONSULTATIVE COMMITTEES	26
XII. HEALTH INSURANCE PROVISIONS	27
XIII. SICK LEAVE	30
XIV. TEMPORARY LEAVE OF ABSENCE	31
XV. EXTENDED LEAVE OF ABSENCE	35
XVI. SICK LEAVE ACCUMULATION INCENTIVE PLAN	40
XVII. EDUCATIONAL DEVELOPMENT	42
XVIII. AGENCY SHOP	44
XIX. MISCELLANEOUS PROVISIONS	47
XX. SEPARABILITY AND SAVINGS	48
XXI. FULLY BARGAINED PROVISIONS	49
XXII. DURATION OF AGREEMENT	50
SCHEDULE A.1 - TEACHER SALARY GUIDE 2008-2009	51
SCHEDULE A.2 - TEACHER SALARY GUIDE 2009-2010	52
SCHEDULE A.3 - TEACHER SALARY GUIDE 2010-2011	53
SCHEDULE B - EXTRA RESPONSIBILITY SALARY GUIDE	54
SCHEDULE C - COACHES SALARY GUIDE 2008-2011	55
SCHEDULE D - EXTRA PAY SALARY GUIDE 2008-2011	56
SCHEDULE E - HOURLY RATE SCHEDULE	58

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 Public Employment Relations Commission may be requested by either party to designate an arbitrator.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

- 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 Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

- 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 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.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

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 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

ARTICLE III - GRIEVANCE PROCEDURE (continued)

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 otherwise in use. The Association shall pay for the cost of all materials

ARTICLE IV - RIGHTS AND PRIVILEGES (continued)

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.
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. The school calendar shall be established and determined by the Board of Education upon the recommendation of the Superintendent of Schools. The NMEA shall be given an opportunity to review the proposed calendar and provide comment prior to adoption.

C. 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.

D. The elementary schedule will start at 8:25 a.m. and end at 3:10 p.m. The middle school schedule will start at 8:15 a.m. and end at 3:01 p.m. The high school schedule will start at 7:50 a.m. and end at 2:55 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.

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

F. 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

ARTICLE VI - TEACHER WORK DAY (continued)

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.

- G. 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.
- H. Teachers at each level are to have a minimum of one (1) uninterrupted preparation period each day.
- I. 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

ARTICLE VI - TEACHER WORK DAY (continued)

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) 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.
- J. Directors and heads of departments shall not be assigned more than four (4) student instruction periods per day, whenever practicable.
- K. 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.
- L. In principle, the practice of requiring attendance at more than one (1) faculty meeting per week shall be avoided. Faculty meetings shall not be more than

ARTICLE VI - TEACHER WORK DAY (continued)

one (1) hour in duration unless notification is given in advance. The notice of an agenda for any meetings shall be given to the 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.

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

N. 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.

O. 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.

P. 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 VI - TEACHER WORK DAY (continued)

- Q. The school calendar shall be established and determined by the Board of Education upon the recommendation of the Superintendent of Schools. The NMEA shall be given an opportunity to review the proposed calendar and provide comment prior to adoption.

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.
- 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%.

ARTICLE X - SALARY GUIDE PROVISIONS (continued)

- 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 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.

ARTICLE X - SALARY GUIDE PROVISIONS (continued)

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.
- 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.

ARTICLE X - SALARY GUIDE PROVISIONS (continued)

- 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, 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-Five (\$25) 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. A member of the NMEA Executive Board shall be designated by the President to represent the Association at all Consultative Committee meetings. 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. Effective July 1, 2009, the healthcare insurance provider shall be the School Employees Health Benefit Program. Provisions of the existing School Employees 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.
- 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.

ARTICLE XII - HEALTH INSURANCE PROVISIONS (continued)

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. The Superintendent may increase the time allowed on a case by case basis in his/her sole discretion. The Superintendent's decision shall be final and binding and shall not be subject to the grievance and/or arbitration procedures set forth in Article III of this Agreement.

** wife · husband · son · daughter · mother · father · sister · brother
mother-in-law · father-in-law · daughter-in-law · son-in-law · domestic
partner, as defined by N.J.S.A. 26:8A-1*

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*

ARTICLE XIV - TEMPORARY LEAVE OF ABSENCE (continued)

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.

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.

ARTICLE XIV - TEMPORARY LEAVE OF ABSENCE (continued)

- 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.
 - 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.
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.

ARTICLE XV - EXTENDED LEAVE OF ABSENCE (continued)

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. Specific permission to rejoin the staff at a sooner or later time may be granted by the Board at the recommendation of the Superintendent in the Board's sole discretion. The Superintendent's decision shall be final and binding and shall not be subject to the grievance and/or arbitration procedures set forth in Article III of this Agreement.
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.

ARTICLE XV - EXTENDED LEAVE OF ABSENCE (continued)

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.
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

ARTICLE XV - EXTENDED LEAVE OF ABSENCE (continued)

of the adopted child, unless absence from work is required for the placement to proceed.

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 received payment hereunder voluntarily fails to provide said one (1) year of

ARTICLE XVII - EDUCATIONAL DEVELOPMENT (continued)

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.
- G. Beginning in the 2010-2011 school year, a committee shall be established to formulate a policy for the fair and equitable distribution of tuition reimbursement monies. The committee shall consist of three (3) individuals selected by the NMEA and three (3) individuals from the NMBOE. This committee shall also devise a methodology for the distribution of professional development monies. In the absence of any agreement, the current policy of first come first served will remain in effect.

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.

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.

ARTICLE XVIII - AGENCY SHOP (continued)

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.

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

ARTICLE XVIII - AGENCY SHOP (continued)

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

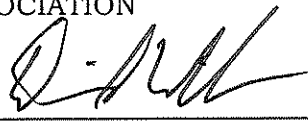
A. Duration Period

The terms of this Agreement shall be effective, except where noted, as of July 1, 2008, and shall remain in full force and effect through June 30, 2011.

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 June 3, 2009.

NEW MILFORD EDUCATION
ASSOCIATION

By: 

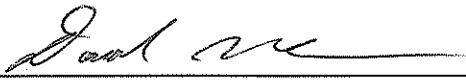
DAVID WILSON
President

By: 

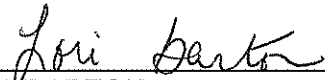
JAMES CARR
Chief Negotiator

By: _____


NEW MILFORD BOARD OF
EDUCATION

By: 

DANIEL CONNER
President

By: 

LORI BARTON
Negotiations Chairperson

By: 

JOAN C. DUNN
Interim Board Secretary/
Business Administrator

SCHEDULE A.1

**NEW MILFORD BOARD OF EDUCATION
TEACHER SALARY GUIDE
2008-2009**

STEP	BA	BA+16	MA	MA+16	MA+30	DR
1-2	44070	45170	46,570	48,475	50,680	52,885
3	44570	45685	46800	49025	51255	53485
4	45535	46675	47810	50090	52365	54640
5	46535	47700	49085	51190	53515	55840
6	48035	49235	50710	52935	55360	57640
7	49535	50860	52310	54710	57410	59710
8	51035	52535	53985	56685	59510	62010
9	52535	54135	55660	58710	61810	64435
10	54295	55920	57520	60895	64370	66995
11	57435	59210	60785	64435	67560	70460
12	60675	62190	64200	68275	71925	74625
13	64015	65615	67815	71990	75815	78465
14	67455	69140	72130	75780	79805	82455
15	70995	72920	75345	79370	83845	86495
16	74635	76500	78660	83460	88985	91060
17	78375	80335	82550	88325	93575	95725
18	87100	90250	94100	96350	103000	107000

SCHEDULE A.2

**NEW MILFORD BOARD OF EDUCATION
TEACHER SALARY GUIDE
2009-2010**

STEP	BA	BA+16	MA	MA+16	MA+30	DR
1	45350	46485	47850	49885	52150	54420
2-3	45850	46995	48140	50435	52725	55020
4	46350	47510	48665	50985	53300	55620
5	47065	48240	49615	51770	54125	56480
6	48565	49780	51240	53465	55890	58280
7	50065	51390	52840	55240	57940	60240
8	51565	53065	54515	57215	60040	62540
9	53065	54665	56190	59240	62340	64965
10	56095	57720	59320	62695	66170	68795
11	59225	61000	62575	66225	69350	72250
12	62455	64015	65980	70055	73705	76404
13	65785	67430	69585	73760	77585	80235
14	69215	70945	73890	77540	81565	84215
15	72745	74670	77095	81120	85595	88245
16	76375	78285	80400	85200	90725	92800
17	80105	82110	84280	90055	95305	97455
18	88600	91750	95600	97850	104500	108500

SCHEDULE A.3

**NEW MILFORD BOARD OF EDUCATION
TEACHER SALARY GUIDE
2010-2011**

STEP	BA	BA+16	MA	MA+16	MA+30	DR
1-2	47085	48260	49440	51795	54150	56500
3-4	47585	48775	49965	52345	54725	57100
5	48085	49285	50635	52895	55300	57700
6	49080	50305	51755	53990	56440	58895
7	50570	51895	53345	55745	58445	60745
8	52070	53570	55020	57720	60545	63045
9	54980	56580	58105	61155	64255	66880
10	57990	59615	61215	64590	68065	70690
11	61100	62875	64450	68100	71225	74125
12	64310	65920	67835	71910	75560	78260
13	67620	69310	71420	75595	79420	82070
14	71030	72805	75705	79355	83380	86030
15	74540	76465	78890	82915	87390	90040
16	78150	80105	82175	86975	92500	94575
17	81860	83905	86035	91810	97060	99210
18	90100	93250	97100	99350	106000	110000

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:

Department with up to 9 teachers	\$ 5,731	\$ 6,003	\$ 6,288
Department with 10 or more teachers	\$ 7,400	\$ 7,751	\$ 8,119
Department with 2 or more curricula areas	\$ 8,208	\$ 8,598	\$ 9,006
Guidance Chair	\$ 8,208	\$ 8,598	\$ 9,006

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.

SCHEDULE C

**NEW MILFORD BOARD OF EDUCATION
COACHES SALARY GUIDE
2008-2011**

SPORT	Head Coach			Assistant Coach		
	2008-09	2009-10	2010-11	2008-09	2009-10	2010-11
FOOTBALL	10394	10888	11405	6759	7080	7416
BASEBALL	8579	8987	9414	5523	5785	6060
BASKETBALL	8579	8987	9414	5523	5785	6060
SOCCER	8579	8987	9414	5523	5785	6060
SOFTBALL	8579	8987	9414	5523	5785	6060
TRACK (Spring)	8579	8987	9414	5523	5785	6060
VOLLEYBALL	8579	8987	9414	5523	5785	6060
WRESTLING	8579	8987	9414	5523	5785	6060
TENNIS	6498	6807	7130	4355	4562	4779
TRACK (Winter)	5846	6124	6415	-----	-----	-----
CROSS COUNTRY	6498	6807	7130	-----	-----	-----
BOWLING	4678	4900	5133	-----	-----	-----
CHEERLEADING	4678	4900	5133	-----	-----	-----
GOLF	4678	4900	5133	-----	-----	-----
WEIGHT TRAINING (Summer)	5460	5719	5991	-----	-----	-----
FITNESS CENTER	5523	5785	6060	-----	-----	-----
ATHLETIC TRAINER	6889	7216	7559	-----	-----	-----
FOOTBALL STATISTICIAN	1168	1224	1282	-----	-----	-----
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.

SCHEDULE D

**NEW MILFORD BOARD OF EDUCATION
EXTRA PAY SALARY GUIDE**

<u>POSITIONS</u>	2008-2009	2009-2010	2010-2011
<u>HIGH SCHOOL</u>			
AVA Coordinator	2858	2994	3136
Bandmaster/Marching Band	3249	3403	3565
Debate Team-Mock	2081	2180	2284
Senior Honor Society	1168	1223	1281
Literary Magazine	2013	2109	2209
Math League	1299	1361	1426
Musical Director	4547	4763	4989
Musical Producer	3484	3649	3822
Newspaper Advisor	2597	2720	2849
School Fund Treasurer	3035	3179	3330
Stage Manager	1559	1633	1711
Student Council	2900	3038	3182
Video Yearbook	2727	2857	2993
Yearbook Advisor	7797	8167	8555
Yearbook Advisor (Business)	1752	1835	1922
9 th Grade Advisor	1820	1906	1997
10 th Grade Advisor	1820	1906	1997
11 th Grade Advisor	2727	2857	2993
12 th Grade Advisor	2988	3130	3279
Community Service	2988	3130	3279
SAT Prep	855	896	939
Club Advisor	652	683	715
Big Brother	1038	1087	1139
District Web Master	3442	3605	3776
Peer Leadership	2727	2857	2993
Film Football Games	100/game	100/game	100/game

SCHEDULE D

**NEW MILFORD BOARD OF EDUCATION
EXTRA PAY SALARY GUIDE**

<u>POSITIONS</u>	2008-2009	2009-2010	2010-2011
<u>MIDDLE SCHOOL</u>			
Computer	652	683	715
Student Council Advisor	2900	3038	3182
AVA Coordinator	2081	2180	2284
Intramural Advisor	1450	1519	1591
School Fund Treasurer	2107	2207	2312
Yearbook Advisor	1596	1672	1751
8 th Grade Advisor	1820	1906	1997
Art Club	652	683	715
Assistant Webmaster	782	819	858
Music/Drama	1596	1672	1751
8 th Grade Girls Basketball	3901	4086	4280
8 th Grade Boys Basketball	3901	4086	4280
8 th Grade Volleyball	3901	4086	4280
8 th Grade Wrestling	3901	4086	4280
Spring Sport	1950	2043	2140
Newspaper Advisor	1299	1361	1426
Club Advisor	652	683	715
Team Leaders	2608	2732	2862
<u>BERKLEY/GIBBS</u>			
AVA Coordinator	662	693	726
Safety Patrol	1142	1196	1253
Spirit Club	652	683	715
Assistant Webmaster	652	683	715
Club Advisor	652	683	715
Computer	652	683	715

**SCHEDULE E
NEW MILFORD BOARD OF EDUCATION
HOURLY RATE SCHEDULE**

POSITIONS	2008-09	2009-10	2010-11
<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			