COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE WEST MILFORD TOWNSHIP BOARD OF EDUCATION

AND

THE WEST MILFORD EDUCATION ASSOCIATION, INC.

Covering the Period of

July 1, 2006, through June 30, 2009

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – SALARY	1
ARTICLE 3 - BENEFITS	1
ARTICLE 4 – STIPENDS	3
A. Athletic Activities	3
B. Special Services	3
C. Extra Curricular	3
ARTICLE 5 – SCHOOL CALENDAR	4
ARTICLE 6 – TEACHING HOURS AND TEACHING LOADS	5
ARTICLE 7 – LEAVES	6
A. Sick Leave	6
B. Personal Leave	7
C. Death in the Immediate Family	8
D. Leave of Absence	8
E. Sabbatical Leave	10
ARTICLE 8 – PROFESSIONAL DEVELOPMENT	10
A. Tuition Reimbursement	10
B. In-Service Credits	11
ARTICLE 9 – TEACHER EVALUATION	12
ARTICLE 10 – PROTECTION OF TEACHERS, STUDENTS AND PROPERTY	13
ARTICLE 11 – PERSONAL AND ACADEMIC FREEDOM	13
ARTICLE 12 – SUPERVISION OF STUDENT TEACHERS	14
A. Mutual Responsibility	14
B. Procedures	14
ARTICLE 13 – MISCELLANEOUS	14
ARTICLE 14 – GRIEVANCE PROCEDURE	15
A. Definitions	15
B. Purpose	15
C. Procedure	15
ARTICLE 15 – ASSOCIATION RIGHTS	17
ARTICLE 16 – TEACHERS' RIGHTS	18
ARTICLE 17 – LIAISON COUNCIL	19

ARTICLE 18 – REPRESENTATION FEE	19
ARTICLE 19 – NEGOTIATIONS PROCEDURE	21
ARTICLE 20 – DURATION OF AGREEMENT	21
ARTICLE 21 – CERTIFICATION OF AGREEMENT	22
SCHEDULE A	23
TEACHERS	23
SCHEDULE B	26
COACHES' GUIDE	26
SCHEDULE C	29
EXTRA-CURRICULAR STIPENDS	29

PREAMBLE

THIS AGREEMENT is made and entered into by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF WEST MILFORD, hereinafter referred to as the "Board"; and the WEST MILFORD EDUCATION ASSOCIATION, an incorporated Association of the State of New Jersey, hereinafter referred to as the "Association."

NOW, THEREFORE, the Board and the Association, parties hereto, in consideration of their mutual covenants, do hereby agree in manner as follows:

ARTICLE 1 – RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for the purpose of collective negotiations concerning grievances and other terms and conditions of employment for teachers, unassigned teacher/substitutes, guidance counselors, child study team members and nurses whether on assignment or on Board authorized leave.

ARTICLE 2 – SALARY

- A. Salary guides for 2006-07, 2007-08, and 2008-09 are attached as "Schedule A."
- B. Longevity increments for teaching experience shall be granted for experience within the district and to teachers presently receiving longevity under existing practice.

	2006-09
15 years	\$650
20	\$650
25	\$800
30	\$625
35	\$625

This provision shall not apply to employees hired effective September 1, 1991, and after.

ARTICLE 3 - BENEFITS

C. A Board-sponsored insurance program of medical-surgical, hospitalization, major medical, and dental protection shall be provided to all contracted employees. Employees hired after May 20, 2004, shall only be eligible for point-of-service (POS) medical insurance coverage, if otherwise qualified. Employees hired after May 20, 2004, may increase their coverage from POS to

- traditional by paying the difference between the plans. Effective July 1, 2006, employees must work at least 20 hours per week to be eligible for insurance benefits.
- D. Employees currently enrolled in traditional indemnity medical insurance coverage who voluntarily switch to POS coverage will receive 35% of the difference in premiums between the traditional indemnity plan and the POS plan for the same coverage type. Payment shall be made for three (3) years following the switch. After three (3) years, payment will terminate. Once an employee switches into POS, the employee shall no longer be eligible for traditional indemnity coverage without paying the difference in the premiums.
- E. Employees may voluntarily forego health insurance coverage. Any employee who voluntarily foregoes health insurance will receive an annual stipend in the amount of: \$2,000 per year for the term of this Agreement. Any employee who voluntarily forgoes health insurance coverage shall be entitled to re-establish coverage in which he/she is eligible upon the occurrence of a major life event.
- F. All new permanently certified teachers may receive one (1) year's credit for each two (2) years of related experience in private or parochial schools or in industry if recommended by the Superintendent and approved by the Board of Education. If such experience results in fractional credit, the teacher may receive a full year's credit if the fractional credit is ½ or more. Otherwise, the employee will receive no credit for the fractional part of his experience.
- G. The Board reserves the right to establish maximum guide placement for new employees regardless of previous years of experience.
- H. Full credit for military service shall be given at time of employment to a maximum of four (4) years.
- I. Effective July 1, 1996, changes in column of guide shall be awarded once a year (September 1st) provided the teacher files with the Superintendent satisfactory proof of credit or certificates approved by the Superintendent. Should transcripts or other official records be delayed through no fault of the teacher, the change of column (when awarded by action of the Board) shall be retroactive to September 1st. The teacher, however, when faced with the aforementioned situation bears the burden of proper advance notification, in writing, to the Superintendent.
- J. Full standard certification shall precede granting of salary column change for graduate credits.
- K. Teachers electing the summer payment plan may elect two (2) payments during the summer or a lump sum on the last day of school.
- L. Teachers shall receive a pay schedule by the last working day of September.
- M. 1. The granting of a salary increment as set forth in the salary schedule shall not be deemed automatic.

- 2. The Superintendent shall have the power to recommend to the Board of Education the withholding of a salary increment for inefficiency or other good cause.
- 3. Whenever the withholding of an increment is proposed, the individual concerned shall be given written notice and reasons for such proposed withholding. Said individual shall have the right to appeal in accordance with law.

ARTICLE 4 – STIPENDS

A. <u>Athletic Activities</u>:

- 1. Athletic activity guides for 2006-07, 2007-08, and 2008-09 are attached as "Schedule B."
- 2. Anyone going from assistant to head coach shall be given credit on the guide for time spent in the district as assistant coach in that sport.
- 3. An expense allowance reimbursement will be provided per coach/per season at the following rate:

2006-07: \$75 2007-08: \$75 2008-09: \$75

- 4. Full credit for experience shall be limited to West Milford Township School District experience.
- 5. Guide placement shall be based upon experience as follows:

Level A: 1 - 2 years Level B: 3 - 4 years Level C: 5 or more years

B. Special Services:

Learning Disabilities Teacher Consultants, Social Workers, and Reading Specialists hired prior to July 1, 1979, shall receive a stipend of \$300 per annum. Special Education and Speech Teachers employed prior to July 1, 1973, shall also receive a \$300 stipend. School Psychologist shall receive a stipend of \$1,400 per annum.

C. <u>Extra Curricular</u>:

Extra-curricular stipends for 2006-07, 2007-08, and 2008-09 are attached as "Schedule C."

<u>ARTICLE 5 – SCHOOL CALENDAR</u>

- A. The parties hereto agree that the maximum number of reporting days for a ten (10) month school year be fixed and established at 184 days, two of which shall be in-service days, plus seven (7) additional emergency days as determined by the Board.
- B. Student contact days shall be increased from 180 to 181 using a professional development day to offset one of the days as follows:

Days	2005-06	2006-07	2007-08	2008-09
Teacher	184	184	184	184
Student	180	181	181	181
Prof Develop	3	2	2	2

- C. Guidance Counselors may be asked to volunteer to report for up to four (4) days before the students' reporting date. Those Counselors shall be released from their duties an equivalent number of days before the end of the school year. Such release days shall be determined by mutual agreement of the Administration and the employee.
- D. The last school day before Christmas and the Wednesday before Thanksgiving shall be early dismissal days.
- E. The last three student days shall be early dismissal days for students and the last day for teachers shall be an early dismissal day.
- F. Teachers in their first year in the District shall work an additional three orientation days before the start of the school year, and attend up to six afternoon seminars during the year. Teachers in their second year in the District shall be required to attend up to six afternoon seminars during the school year.
- G. The Board shall fix the calendar for each year during the term of this Agreement after discussion with the Association.
- H. Should it be necessary during the year to change the calendar, such change shall not be made without first consulting with the Association.

ARTICLE 6 – TEACHING HOURS AND TEACHING LOADS

- A. As professionals, teachers shall be expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by initialing the appropriate column of the faculty "sign-in" roster.
- B. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of their pupils' school day. Teachers shall be permitted to leave fifteen (15) minutes after the close of their pupils' school day.
- C. Teachers shall have a daily duty-free lunch period of at least the following lengths:
 - 1. Elementary School 35 minutes
 - 2. Middle School 1 full period
 - 3. High School 1 full period
- D. A teacher shall submit at least three days of practical plans for use by a substitute.
- E. All reasonable attempts shall be made to avoid the following:
 - 1. Middle and high school teachers changing teaching stations more than three times a day.
 - 2. Middle and high school teachers teaching more than three periods successively.
 - 3. Continuous teaching by elementary teachers of more than 2 ½ hours.
- F. Teachers in the elementary schools shall be accorded a preparation period each teaching day, except in the event of an emergency. When an emergency has required a cancellation of a preparation period, it shall be made up within a reasonable time, not to exceed a period of ten days.
- G. Duty periods at Macopin and the High School shall be defined as follows:
 - 1. The Board can assign a duty resulting in student contact after first soliciting volunteers. Student contact shall be no more than half a period; the other half will be additional preparation time. Faculty at the High School can be assigned to teach a semester course and would have two (2) preparation periods per day during the other semester.
 - 2. When an employee works part time, they will be assigned a duty proportional to the number of periods worked, i.e., 0.2 FTE=1 Duty Period per week, 0.4 FTE=2 Duty Periods per week, 0.6 FTE=3 Duty Periods per week, etc.
- H. Members of the Association shall attend two (2) meetings per year.
- I. The current practice (teachers shall volunteer and the efficacy of the program shall be reviewed annually) concerning flexible scheduling shall continue.

J. Teachers work schedule at Macopin shall be increased by ten (10) hours per year to be used at administrative discretion with consultation from the Association leadership.

ARTICLE 7 – LEAVES

A. Sick Leave:

- 1. All employees who are steadily employed full time by the Board of Education shall be allowed sick leave with full pay for a total of twelve (12) days in any given year.
- 2. Accumulated Sick Leave All days of allowable sick leave not utilized in any year shall be cumulative to be used for additional sick leave in subsequent years.
- 3. Physician's Certificate Required for Sick Leave A physician's certificate may be requested by the Superintendent after five (5) consecutive working days' absence. Proof of illness of an employee on sick leave may also be requested whenever such proof appears reasonable and warranted under the circumstances.
- 4. Employees under tenure who exceed their accumulated sick leave may be entitled to regular pay less the cost of substitution or replacement for a period of time equal to the amount of accumulated sick leave credited to the employee as of the first day of the applicable current fiscal school year. Weekly certification as to disability shall be prepared and presented by the Board physician.
- 5. Released time shall be provided for teachers who must travel out of town to complete requirements for the Board's physical examination.
- 6. Teachers shall be notified of the number of accumulated sick days on request.
- 7. Upon certified retirement, a teacher shall receive for each unused sick day accumulated in West Milford, less the number of personal business days used from the beginning of employment in the District of West Milford, as follows:

2006-07	\$115/day
2007-08	\$120/day
2008-09	\$125/day

- 8. The maximum benefit for unused sick leave shall not exceed 130 days for employees hired effective September 1, 1985. Employees hired after July 1, 2006, will be reimbursed for 125 days from day 26 through 150 days.
- 9. Payment of unused sick leave reimbursement shall be made by the Board on or before January 15th of the year following certified retirement.
- Definition of Sick Leave Sick leave is hereby defined to mean the absence of an employee because of personal disability due to illness, exclusion from school by the school

- district's medical authorities owing to a contagious disease, or to quarantine for a disease in the employee's immediate household. (N.J.S.A. Title 18A:30-1)
- 11. Payment of Sick Leave for Service Connected Disability Whenever an employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the employer shall pay to such employee the full salary or wages for the period of such absence up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave as provided in N.J.S.A. 18A:30-2 and N.J.S.A. 18A:30-3. Salary or wage payments as provided in this section shall be made for absence during the waiting period and during the period the employee received, or was eligible to receive, a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation of the Revised Statutes. Salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Workmen's Compensation award made for temporary disability. (N.J.S.A. 18A:30-2.1)
- B. <u>Personal Leave</u>: Teachers shall be entitled to personal leave, to be non-accumulative, as follows:
 - 1. *Maximum of three (3) days per school year for illness in the immediate family. (*Proof of illness may be requested.*)
 - 2. *Two (2) days for personal business. Application to the employee's principal or other immediate superior for personal leave shall be made at least eight (8) days before taking such leave except in the event of emergencies and the applicant for such leave shall not be required to state the reason for the request except on Mondays or Fridays or the day preceding or day following a holiday or recess.

Personal business days which may not be approved:

- a. Graduation of other than members of immediate family
- b. Recreational travel
- c. Entertainment
- d. Vacation
- e. Automobile repairs or inspection
- f. Lack of transportation
- g. Driving son or daughter to college, except for first visit
- h. Community meetings, except where attendance is required
- i. Attendance at conventions/conferences in area not applicable to employment (except for a fete for immediate family member)
- j. Elections work at polls

- k. Outside business interests that could be accomplished after school hours
- 3. *Marriage
- 4. Visitation Leave One (1) day per year shall be granted to certificated personnel for school visitation and observation in other school systems upon application to the principal or Superintendent. A written report may be requested.
- 5. Legal Time necessary for appearance in any legal proceeding related to the teacher's employment or to the school system, jury duty, or when approved by Superintendent.
- 6. Summer School Up to a total of two (2) days at the end of a school year or at the beginning of a school year, as may be required, to attend summer school classes or for travel to the place where such classes are held.
- 7. Items in 5 and 6 shall be in addition to sick leave and personal leave.
- C. <u>Death in the Immediate Family</u>: Allowance of up to five (5) consecutive days' leave immediately following the death shall be granted. Special circumstances may be appealed to the Superintendent. "Immediate family" shall be defined as follows: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, son- or daughter-in-law, sister- or brother-in-law, any other members of the immediate household, another adult residing in the household in a spousal like relationship, grandchild, and grandparents.

D. <u>Leave of Absence</u>:

- 1. Tenured members of the teaching staff who anticipate birth of a child shall file with the Superintendent of Schools an application for leave, together with a physician's certificate setting forth the last day of active employment. They shall be eligible thirty (30) days from presentation of the certificate to receive maternity leave, without pay, for one (1) calendar year and such additional time as will permit the leave of absence to terminate on the following August 31, except leaves commencing prior to October 31st, in which event additional time beyond June 30 of the present school year may be granted at the Board's discretion.
- 2. Non-tenured members of the teaching staff who are pregnant shall file with the Superintendent of Schools an application for maternity leave and a physician's certificate setting forth the last day of active employment. They shall be eligible thirty (30) days from presentation of the certificate to receive leave, without pay, until June 30th of that school year.

^{*}Personal leave days in paragraphs one through three shall not exceed a total of five days.

- 3. The Superintendent of Schools, for proper cause or upon application of the teacher, may recommend the termination of the leave to the Board of Education prior to the dates of termination declared in paragraphs A and B above. The Board and Association will urge employees to return mid-year or at the beginning of the marking period.
- 4. The Superintendent of Schools, at his discretion, upon application of the teacher, may recommend a one-year extension of the leave to the Board of Education.
- 5. Should any teacher on leave develop any illness or disability as a result of such pregnancy, precluding resumption of her work at the end of the said leave owing to the aforementioned illness or disability, upon certification or recommendation of the school physician of the Board, she may be granted a further leave of absence by the Board without pay until recovery from such illness. Physician's certification may be requested.
- 6. Any tenured teacher adopting an infant child shall receive similar leave which shall commence upon receiving <u>de facto</u> custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.
- 7. No teacher on leave shall be denied the opportunity to substitute in the West Milford Township School District in the areas of her certification or competence.
- 8. A leave of absence without pay of up to one (1) year may be granted to tenured teachers for the purpose of caring for a sick member of the teacher's immediate family if accompanied by certification of hardship. A leave of absence, without pay, until June 30 of that school year may be granted to a non-tenured teacher for the purpose of caring for a sick member of the teacher's immediate family if accompanied by certification of hardship. Additional leave may be granted at the discretion of the Board.
- 9. At its discretion, the Board may grant a leave of absence without pay to any teacher to campaign or serve in a public office, or to campaign for a candidate for a public office other than himself.
- 10. A teacher shall not receive increment credit for time spent on a leave granted pursuant to this Article, nor shall such time count toward the fulfillment of the time requirement for acquiring tenure.
- 11. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return, and he shall be assigned either to the same position which he held at the time said leave commenced, if available, or to a substantially equivalent position.
- 12. All applications for extensions or renewals of leave shall be made in writing.

- 13. Teachers who are on leave of absence from the West Milford School District and who are under contract by another district shall be subject to immediate termination of the leave of absence.
- 14. Teachers must notify the Board and the Administration of their intent to return from, or desire to extend, their leaves no later than thirty (30) days before the expiration of their leave, but no later than March 15 of the year of the leave.
- E. <u>Sabbatical Leave</u>: A sabbatical leave shall be granted to a professional employee for study, research, or educational work experience. The conditions for such leave shall be as follows:
 - 1. The teacher shall have seven (7) years' experience in the West Milford Township School District;
 - 2. The teacher shall agree to return to the West Milford Township School District for a period of three (3) years;
 - 3. No more than 2% of the bargaining unit shall be granted sabbatical leave in any one year;
 - 4. Leave shall be for one year at full pay;
 - 5. If employees receive other compensation during a sabbatical, that amount shall be deducted from the Board of Education salary; and
 - 6. All leaves shall require Board approval.

ARTICLE 8 – PROFESSIONAL DEVELOPMENT

A. Tuition Reimbursement:

- 1. The Board of Education shall reimburse professional employees for tuition costs, as prescribed below for a maximum of eighteen (18) graduate credits within a school year, commencing with the summer pre-session, provided that the staff member has completed at least one (1) contractual year within the West Milford Township School System. An employee receiving reimbursement must remain in the district for at least two years or they will be obligated to reimburse the district for a prorated portion of their tuition reimbursement. Total reimbursement to teachers by the Board shall not exceed \$105,000 in 2006-07, \$105,000 in 2007-08 and \$105,000 in 2008-09. Unused funds shall not be carried over into the next year.
- 2. Tuition cost for courses will be fully reimbursed at the William Paterson University rate.
- 3. Grade reports shall be considered proof of having taken a course or courses. A grade of "B" or better is necessary for reimbursement.

- 4. In order to avoid a duplication of benefits from public funds, courses taken under Veteran's Benefit Act, National Science Foundation Grants, NDEA Grants, ESEA Grants, or other scholarships and aids, shall not be subject to tuition reimbursement.
- 5. The Superintendent shall approve reimbursement of tuition costs in the order in which staff members shall apply, within the priority class of the application. When an applicant shall have earned six credits during a contract year, his application shall receive the lowest priority in the class in which the application falls.
- 6. Tuition reimbursement shall first be permitted for course work directly related to the staff members' present teaching assignment. If funds are available, and with the prior approval of the Superintendent, staff members will be reimbursed for classes as follows:
 - a. Graduate work or courses related to an advanced educational certification: A.
 Non-administrative; B. Administrative.
 - b. Any course not directly related to present assignment and not part of a program for advanced educational certification (only three (3) credits shall be allowed per year).
- 7. Video courses, like all other courses, shall be subject to the prior approval of the Administration.
- 8. Courses that will not be approved:
 - a) Pass/Fail courses where grades (A, B, C, D, etc.) are available.
 - b) Weekend or travel courses not directly related to present teaching assignment.
- 9. Reimbursement shall be made within forty (40) days of submission of an itemized voucher with grade slips attached.
- 10. The Board shall pay the full costs of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or such other sessions as a teacher is required or requested by the Superintendent or his designee to take, provided that the Superintendent has authorized enrollment in such program prior to the teacher attending same.

B. <u>In-Service Credits</u>:

Courses included in the West Milford School District in-service program may fulfill the requirements for in-service course work and if prior approval is received from the supervisor, building principal and Superintendent or his designee, be used towards advancement on the salary guides in the following manner:

1. Each 1.5 hours of class time equals .1 of an in-service credit.

- 2. Staff members must successfully complete course requirements in order to receive inservice credit.
- 3. Staff members must attend all sessions of a course in order to receive credit. Successful completion of that course will be indicated by receipt of an "in-service certificate."
- 4. Credit will not be given for repeating the same course. Courses must be significantly different in order to receive credit if a prior course has dealt with a similar subject area.5.

Since in-service courses are specifically directed to designated staff groups, only those staff members will be eligible for in-service credit for that program.

- 6. Teachers may utilize only fifteen (15) in-service credits towards advancement on the salary guide at each level.
- 7. With prior approval of the Superintendent, credit may be granted for out of District courses.

ARTICLE 9 – TEACHER EVALUATION

- A. A teacher shall have the right, upon request, to review the contents of his personal files and to receive copies, at his expense, of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every three (3) years, a teacher shall have the right to designate those documents and/or other materials in file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
- B. No material derogatory to a teacher's conduct, services, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such materials and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- C. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which shall not be available for the teacher's inspection.

- D. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents or other material shall be placed in the personnel file of such teacher after severance.
- E. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before a conference is called to discuss it. Such reports shall not be submitted to the central office, placed in a teacher's file, or otherwise acted upon until the aforesaid conference with the teacher shall have occurred. No teacher shall be required to sign a blank or incomplete evaluation form.
- F. Under normal conditions, the formal evaluation schedule will be:

Tenured – One (1) observation plus summary evaluation

Non-tenured – Three (3) observations plus summary evaluation

ARTICLE 10 - PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions which would endanger their health, safety, or well being. In the event of any disorder or disturbance which would disrupt the regular school program, the Association shall have the right to meet with the Board or its representatives to develop mutually acceptable programs to guarantee the safety of teachers and property.
- B. The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment. Any additional reimbursement will be at the discretion of the Superintendent upon application by the teacher.
- C. Reporting cases of assault:
 - 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
 - 2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in his possession relating to the incident or the persons involved that may be disclosed and the Superintendent shall act in appropriate ways as liaison between the teacher, the police, and the courts.

ARTICLE 11 - PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a teacher is not an appropriate concern of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday.

- B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof shall be grounds for any disciplinary action or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal law, or interfere with the school program.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the West Milford Township School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

ARTICLE 12 – SUPERVISION OF STUDENT TEACHERS

- A. <u>Mutual Responsibility</u>: The Board and the Association recognize that the education of children of the West Milford School District is their primary responsibility. The Board and the Association further recognize their responsibility to assist in the effective training of prospective teachers under the highest standards of the profession.
- B. Procedures: The following procedure shall govern the supervision of student teachers:
 - 1. Release Time Each cooperating teacher shall be provided with release time with pay for attendance at regularly scheduled orientation and evaluation sessions required by a student teacher's college or university.
 - 2. Assignment A cooperating teacher who agrees to volunteer shall not be given additional assignments outside of their regular responsibilities during the period the teacher is supervising a student teacher.

ARTICLE 13 – MISCELLANEOUS

- A. Teachers shall not be responsible for the cleaning and maintenance of the faculty rooms.
- B. Board practice, rules, regulations or policies relating to terms and conditions of employment applicable to employees shall continue in force and effect during the terms of this Agreement except as this Agreement shall otherwise provide. Board practice shall not be interpreted or construed to mean an isolated or occasional practice which, in the discretion of the Board, is detrimental to the operation of the West Milford School System.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and existing, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- D. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.
- E. Printing costs for the reproduction of this Agreement shall be shared equally by both parties, after mutual agreement on printing format and quantity.
- F. Employees shall have access to the contract via a posting on the district's Intranet with hard copies provided by mutual agreement.

ARTICLE 14 – GRIEVANCE PROCEDURE

A. <u>Definitions</u>:

- 1. Employee The term "employee" shall mean any regularly employed individual included in Article I of this Agreement.
- 2. Grievance A "grievance" is an allegation by an employee or the Association on behalf of a group of employees that there has been a breach, misinterpretation, or improper application of the terms of this Agreement, or arbitrary or discriminatory application of, or failure to act pursuant to, policies or administrative decisions affecting terms and conditions of employment.
- 3. Aggrieved Party An "aggrieved party" is the employee or employees or any authorized representative thereof filing the complaint.
- 4. Immediate Superior The term "immediate superior" shall mean the principal, except when the grievance affects more than one school in the district, whereupon the term "immediate superior" shall mean the Superintendent of Schools.
- 5. School Day A "school day" in the grievance procedure shall be defined as any day when the Board of Education is open.
- 6. Representative The term "representative" shall mean an agent assigned by the Association.
- B. <u>Purpose</u>: The purpose of this procedure is to resolve grievances affecting employees at the lowest step. Both parties agree that these proceedings will be kept informal and confidential.
 - The Board and the Association hereby declare that any employee of the Board invoking the grievance procedure herein set forth shall be free from any prejudicial or punitive action.

C. Procedure:

- 1. Time Limits Grievances shall be moved by the steps described below promptly. Time may be extended by common agreement, in writing.
- 2. Step One An aggrieved employee shall first discuss the grievance with his immediate superior either within five (5) school days of the occurrence or when the employee is aware that an incident can lead to a grievance.
 - The reply or decision to the grievance at this step shall be made to the aggrieved employee within three (3) school days.
- 3. Step Two If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, he may submit the grievance in writing to the Superintendent. The appeal to the Superintendent shall be made within three (3) days. The Superintendent shall render his decision after receiving such written grievance from the aggrieved employee.
- 4. Step Three If the grievance is not resolved to the satisfaction of the aggrieved employee, a review by the Board of Education may be requested within five (5) days of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the aggrieved employee and render a decision in writing to the aggrieved employee. Steps Two and Three shall not exceed forty (40) school days from the date the grievance shall have been received by the Superintendent.
- 5. Step Four Arbitration If the aggrieved employee is not satisfied with the disposition of his grievance in the foregoing steps, he shall have thirty (30) school days to notify the Board and file for arbitration. Failure to act within said thirty (30) school days shall indicate that the grievance has been withdrawn.
 - The Board or the aggrieved employee, or his representative, shall apply for an arbitrator through the Public Employment Relations Commission and shall be governed by rules and regulations thereof. The arbitrator's decision shall be final and binding on all parties. The cost of the services of the arbitrator, including professional fees and expenses, if any, shall be borne equally by the Board and the aggrieved employee. Any additional expenses shall be paid by the party incurring same.
- 6. The arbitrator shall not add to or subtract from, or in any way modify, the terms of this Agreement.

ARTICLE 15 – ASSOCIATION RIGHTS

- A. The Board agrees from time to time to furnish the Association, upon reasonable request, such public records as provided in and in accordance with the provisions of the Laws of 1963, Chapter 73, R.S. Cum. Supp. 47:1A et seq., and amendments and supplements thereto; and the Board further agrees to provide information which may be necessary for the Association to process a grievance or complaint.
- B. Whenever any representative of the Association or any teacher participates during working hours in scheduled negotiations by mutual agreement or by a recognized third party, or grievance proceedings, or conferences with the Board or Administration relating to and restricted to the West Milford Township School System, he shall suffer no loss in pay.
- C. The present Board practice which allows the Association and its representatives the rights, with approval of the principal, to use school buildings at all reasonable hours shall be continued; if custodial services are needed, the Association agrees to pay for such services.
- D. The present Board practice which allows the Association the right, with approval of and by prior arrangement with the principal, to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, shall be continued. The Association shall pay, at reasonable prices, the costs of all materials, supplies, and repairs incident to such uses.
- E. The Association shall have in each school building, the use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the administration office for Association notices. Copies of all materials to be posted on such bulletin boards initialed by the appropriate WMEA officer, shall be given to the building principal, but no approval shall be required.
- F. The present Board practice which allows the Association the right to use the inter-school mail facilities and school mail boxes shall be continued.
- G. Provisions for an Association Orientation Day prior to the opening of school shall be granted.
- H. The Board shall grant the President of the Association five (5) planning periods per week (no more than one in any day) in which to conduct Association business. The schedule shall be worked out by the principal and the President.

- I. The Association shall have the ability to contract services for vending machines. Vending machines shall be placed in the teachers' lounges and teachers' lunch areas. The profits from all such machines shall be placed in the WMEA treasury. The Association assumes full responsibility for the costs of installation and maintenance of vending machines.
- J. Rights and Privileges of the Association Representatives designated or selected by public employees for the purposes of collective negotiation by the majority of the employees in a unit appropriate for such purposes or by the majority of the employees voting in an election conducted by the commission as authorized by this act shall be the exclusive representatives for collective negotiation concerning the terms and conditions of employment of the employees in such unit. (N.J.S.A. 34:13A-5.3 excerpt)

ARTICLE 16 – TEACHERS' RIGHTS

- A. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- B. No teacher shall be reduced in rank or suffer loss of compensation without just cause. Any such action taken by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.
- C. Teachers shall be permitted to leave their schools during their lunch periods and during their preparation periods after notifying the principal or his designee.
- D. No teacher shall be requested or required to assume or perform the duties of an extra contractual assignment prior to final Board appointment at a public Board meeting. Contracts for extra contractual assignments should accompany the teaching contract whenever possible.
- E. Evaluation of Students The teacher will determine grades and other evaluations of students, subject to the grading policies of the West Milford Township School District, based upon his professional judgment of criteria pertinent to any given subject area or activity for which the teacher is responsible. No grade or evaluation shall be changed without discussion with the teacher, if possible. A change in grade shall be noted on the permanent record.
- F. Criticism of Teachers Any question or criticism by a supervisor, administrator, or Board member of a teacher and his instructional methods shall be made in private and not in the presence of students, parents, or at a public gathering. Any complaint regarding a teacher made to any member of the administration shall be promptly investigated, and notice of any such complaint shall be given to the teacher. The teacher shall be given an opportunity to respond to and rebut such complaint, and shall have the right to be represented by the Association at any meeting or conferences regarding the complaint.

- G. Appearance of teaching staff member before board or member; when written notice required Whenever any teaching staff member is required to appear before the board of education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview. (N.J.S.A. 18A:25-7)
- H. Unfair Practices The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly demonstrate that there is no discrimination in the hiring, training, assignment, promotion, transfer or disciplining of teachers or in the application or administration of this Agreement on grounds of race, creed, color, religion, national origin, gender, sexual orientation, domicile, or marital status relating to terms and conditions of employment.

<u>ARTICLE 17 – LIAISON COUNCIL</u>

- A. A Liaison Council shall be established on or before September 1st of each year. It shall consist of the West Milford Association Representative Council (officers and building representatives) and the Superintendent of Schools.
- B. The Liaison Council shall meet at least once a month during the school year. The Council's essential function shall be consultation, discussion, or inquiry in the area of non-instructional concerns.
- C. The Liaison Council shall establish its own rules for procedure.
- D. Written inquiries or recommendations of the Liaison Council shall be answered within forty (40) days.
- E. Matters of substance in the above article are not subject to arbitration. Allegations by either party that the other has failed to act procedurally as required in the article are, however, subject to arbitration.

ARTICLE 18 – REPRESENTATION FEE

A. <u>Purpose</u>: If an employee does not become a member of the Association during any membership year, said employee will be required to pay a representation fee to the Association. The purpose of the fee will be to offset the employee's per capita cost of services rendered by the Association

- as majority representative. Fees are not required for partisan, political activities or causes or ideological positions only incidentally related to terms and conditions of employment and all benefits available only to members of the majority representation.
- B. Amount of Fee: Prior to the beginning of each school year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that year. The representation fee to be paid by non-members will not exceed eighty-five (85%) percent. The Association will certify to the Board prior to the start of each school year that the amount of the representation fee to be assessed does not exceed eighty-five (85%) percent of dues, fees, and assessments and does not include any amount of dues, fees, and assessments that are 1) expended for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or 2) applied toward the cost of benefits available only to members of the majority representative.
- C. <u>Deduction and Transmission of Fee</u>: The Association shall establish a demand and return system. This system provides that a non-union member may appeal the amount of the representation fee assessed against him/her. The non-member shall receive a full and fair hearing. The Association has the burden of proof in justifying the amount of the fee. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal to a three-member Tripartite State Board.
- D. Payroll Deduction Schedule: The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the year in question. The deductions will begin with the first paycheck paid a) thirty (30) days after receipt of the aforesaid list by the Board; or b) thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff.
- E. <u>Termination of Employment</u>: The collection structure will be on a pro rata basis. Employees terminating their employment will be considered "paid in full" with their last pro rata monthly deduction.
- F. <u>Changes/New Employees</u>: The Association will notify the Board in writing, of any changes in the list provided for in paragraph D above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.
 - On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their

- employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.
- G. <u>Indemnification and Save Harmless Provision</u>: The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

ARTICLE 19 – NEGOTIATIONS PROCEDURE

- A. The parties agree to enter collective negotiations over a successor agreement according to the timetable established by the Public Employment Relations Commission (PERC), unless the parties mutually agree to commence at a different time.
- B. This procedure shall not be modified in whole or in part except by an instrument duly executed by both parties.

ARTICLE 20 – DURATION OF AGREEMENT

This agreement shall be effective for three school years from July 1, 2006, to June 30, 2009.

ARTICLE 21 – CERTIFICATION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto	o have certified ratification of this Agreement by the
signatures of their respective Presidents and att	tested to by their respective Secretaries, all on the
day of, 2006.	
ATTEST:	BOARD OF EDUCATION OF THE TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC
Steven Cea, Board Secretary	By: Midge Touw, President
ATTEST:	WEST MILFORD EDUCATION ASSOCIATION, INC.
	By: Mary Ryan-Zanotti, President
Date:	

SCHEDULE A WEST MILFORD TEACHERS 2006-2007

Step	BA	BA+30	MA	MA+30	MA+60	UT/s
1	43,100	45,650	47,100	51,150	54,350	
2	43,750	46,300	47,750	51,800	55,000	
3	44,400	46,950	48,400	52,500	55,700	
4	45,100	47,650	49,100	53,200	56,450	
5	45,800	48,350	49,800	53,900	57,200	
6	46,500	49,050	50,500	54,650	57,950	
7	47,250	49,800	51,250	55,400	58,700	
8	48,000	50,550	52,000	56,150	59,600	43,100
9	49,000	51,700	53,300	57,400	60,900	
10	51,100	55,400	57,350	61,100	64,400	
11	56,000	60,050	62,050	66,050	71,450	
12	61,650	65,500	67,350	72,200	76,000	
13	67,050	72,550	74,350	81,300	85,400	
14	74,300	80,300	82,300	90,500	94,000	

Doctorate: \$1,900 additional

SCHEDULE A WEST MILFORD TEACHERS 2007-2008

Step	BA	BA+30	MA	MA+30	MA+60	UT/S
1	44,500	47,100	48,600	52,950	56,250	38,600
2	45,200	47,800	49,300	53,650	56,950	39,400
3	45,850	48,550	50,050	54,400	57,700	40,200
4	46,550	49,250	50,750	55,050	58,400	41,000
5	47,300	50,000	51,450	55,800	59,150	41,800
6	48,050	50,750	52,250	56,550	59,950	42,600
7	48,750	51,500	53,000	57,300	60,800	43,400
8	49,700	52,400	53,850	58,250	61,700	44,400
9	50,400	53,100	54,600	58,950	62,600	
10	51,700	56,000	57,950	61,700	65,450	
11	56,650	60,700	62,700	66,700	72,100	
12	62,500	66,350	68,200	73,050	77,100	
13	67,850	73,350	75,100	82,100	86,200	
14	76,500	82,700	84,750	93,200	96,800	

Doctorate: \$1,900 additional

SCHEDULE A WEST MILFORD TEACHERS 2008-2009

Step	BA	BA+30	MA	MA+30	MA+60	IA
1	46,800	48,600	50,200	54,700	58,350	39,800
2	47,200	49,300	50,900	55,400	59,050	40,600
3	47,600	50,050	51,650	56,150	59,800	41,400
4	48,000	50,800	52,400	56,900	60,550	42,200
5	48,750	51,550	53,100	57,650	61,200	43,000
6	49,500	52,350	53,850	58,450	62,000	43,800
7	50,250	53,150	54,700	59,250	62,950	44,600
8	51,000	53,950	55,450	60,050	63,700	45,600
9	52,000	54,850	56,350	60,850	64,600	
10	52,800	56,750	58,550	62,600	66,600	
11	57,050	61,150	63,050	67,050	72,650	
12	62,800	66,700	68,550	73,400	78,200	
13	68,700	74,100	75,750	82,650	86,800	
*new*1 4	73,300	79,500	81,350	89,100	93,100	*new*14
15*	76,550	82,700	84,750	93,200	96,800	
15	78,500	84,900	86,950	95,600	99,400	

Doctorate: \$1,900 additional

Employees on step 13 in 2007-2008 will go to step 15* on September of 2008. They will go to the full step 15 on February 1 of 2009.

SCHEDULE B

COACHES' GUIDE 2006-07

A.	HIGH SCHOOL		<u>A</u>	<u>B</u>	<u>C</u>
I.	FOOTBALL	HEAD ASSISTANT	8,300 6,045	10,135 6,665	10,805 7,425
II.	WRESTLING BASKETBALL	HEAD ASSISTANT	6,980 4,515	7,820 5,345	8,885 6,245
III.	SOCCER GYMNASTICS FIELD HOCKEY SOFTBALL BASEBALL SPRING TRACK ICE HOCKEY	HEAD ASSISTANT	6,105 4,200	6,925 5,025	7,895 5,940
IV.	FENCING SKIING CROSS COUNTRY ***WINTERTRACE ***CHEERLEADIN		4,350 2,980	4,990 3,800	6,030 4,645
V.	GOLF TENNIS BOWLING	HEAD ASSISTANT	4,045 2,665	4,750 3,390	5,665 4,295
LONGEV	ITY (after 10 years)	\$185			

COACHES' GUIDE 2007-08

A.	HIGH SCHOOL				
			<u>A</u>	<u>B</u>	<u>C</u>
I.	FOOTBALL	HEAD ASSISTANT	8,550 6,225	10,440 6,865	11,130 7,650
II.	WRESTLING BASKETBALL	HEAD ASSISTANT	7,185 4,655	8,055 5,505	9,150 6,435
III.	SOCCER GYMNASTICS FIELD HOCKEY SOFTBALL BASEBALL SPRING TRACK ICE HOCKEY	HEAD ASSISTANT	6,285 4,330	7,135 5,175	8,130 6,115
IV.	FENCING SKIING CROSS COUNTRY ***WINTERTRACK ***CHEERLEADING	HEAD ASSISTANT	4,485 3,070	5,140 3,915	6,210 4,785
V.	GOLF TENNIS BOWLING	HEAD ASSISTANT	4,165 2,745	4,890 3,490	5,835 4,425
LONGEV	ITY (after 10 years)	\$200			

COACHES' GUIDE 2008-09

A.	HIGH SCHOOL		<u>A</u>	<u>B</u>	<u>C</u>
I.	FOOTBALL	HEAD ASSISTANT	8,810 6,415	10,750 7,070	11,465 7,880
II.	WRESTLING BASKETBALL	HEAD ASSISTANT	7,400 4,795	8,295 5,670	9,425 6,625
III.	SOCCER GYMNASTICS FIELD HOCKEY SOFTBALL BASEBALL SPRING TRACK ICE HOCKEY	HEAD ASSISTANT	6,475 4,460	7,350 5,330	8,375 6,300
IV.	FENCING SKIING CROSS COUNTRY ***WINTERTRACK ***CHEERLEADING	HEAD ASSISTANT	4,615 3,165	5,295 4,030	6,400 4,930
V.	GOLF TENNIS BOWLING	HEAD ASSISTANT	4,290 2,825	5,035 3,595	6,010 4,555
LONGEV	ITY (after 10 years)	\$200			

SCHEDULE C

EXTRA-CURRICULAR STIPENDS

A.	HIGH SCHOOL	<u>2006-2007</u>	2007-2008	2008-2009
	Class Advisor, Grades 9/10	1,940	2,000	2,060
	Class Advisor, Grades 11/12	2,180	2,245	2,315
	National Honor Society	1,765	1,820	1,875
	Newspaper Advisor	3,170	3,265	3,360
	Student Council Advisor	2,240	2,310	2,380
	Yearbook Advisor	3,170	3,265	3,360
	Assistant Yearbook Advisor*	2,000	2,060	2,120
	Choral Director	2,385	2,460	2,535
	Chamber Choir	1,465	1,510	1,555
	E.R.A.S.E. Advisor	985	1,015	1,045
	Student Activities Treasurer	1,270	1,305	1,345
	Football Camp Director	870	895	920
	Football Camp Assistants	665	685	705
	Special Olympics Advisor	1,235	1,270	1,310
	Tell-a-Peer Advisor	1,895	1,950	2,010
	Tell-a-Peer Assistant Advisor	1,270	1,305	1,345
	Marching Band:			
	Band Director	9,230	9,505	9,790
	Assistant Band Director	4,605	4,745	4,885
	Band Assistant	3,245	3,340	3,440
	Indoor Flag Advisor	2,115	2,180	2,245
	Assistant Flag Advisor	1,760	1,815	1,870
	Percussion Advisor	3,155	3,250	3,350
	Assistant Percussion Advisor	1,895	1,950	2,010
	Summer Band Camp Director	975	1,000	1,030
	Summer Band Camp Assistant Director	r 885	915	940
	Summer Band Camp Assistant	490	505	520
	Play:			
	Play Director A	5,560	5,730	5,900
	В	5,795	5,965	6,145
	C	6,025	6,205	6,390
	Assistant Play Director		3,185	3,280
	Play Producer	4,420	4,555	4,690
	Play Pit Band Conductor	945	975	1,000
	Play Accompanist	630	650	670
	Choreographer*	2,675	2,755	2,835
	Assistant Choreographer*	630	650	670
	Backstage Director*	1,515	1,560	1,605
	Costume Director*	1,260	1,300	1,340
	Art Director*	1,260	1,300	1,340
	Make-up Director*	630	650	670
	Lighting Design Director*	1,260	1,300	1,340

Lighting Tech/Student Coordinator*	1,260	1,300	1,340
Set Director*	1,260	1,300	1,340
Assistant Set Director*	630	650	670
Play Bill/Tickets*	630	650	670
Asst. Playbill Coordinator*	290	300	305
Pit Musician Coordinator*	315	325	335
Student Design*	630	650	670

^{*} Paid solely from the Play proceeds.

В.	MACOPIN SCHOOL	2006-2007	2007-2008	2008-2009
	National Junior Honor Society Newspaper Advisor Special Olympics Advisor Student Council Advisor Yearbook Advisor	975 1,635 1,235 2,075	1,000 1,685 1,270 2,135	1,030 1,735 1,310 2,200
С.	<u>K-12</u>	2006-2007	2007-2008	2008-2009
	OM Program Leader OM Team Coach/Advisor Try-Out Assistant Concert Accompanist (Elementary)	1,320 1,975 133 128	1,360 2,035 137 132	1,400 2,095 141 136
D.	MISCELLANEOUS	<u>2006-2007</u>	2007-2008	2008-2009
	Chaperones event rate	66	66	66
	Clubs/Activities hour rate:	26	26	26
	Curriculum Work/Printing / State Test Tutor Hourly Rate	31	31	31
	Overnight Chaperones	95	95	95

Non-certified in Schedule A or B receives \$50 less.