

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE WEST MILFORD TOWNSHIP
BOARD OF EDUCATION**

AND

**THE WEST MILFORD
EDUCATION ASSOCIATION, INC.**

COVERING THE PERIOD OF

July 1, 2018 through June 30, 2021

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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

Salary guides for 2018-19, 2019-20, and 2020-21 are attached as "Schedule A."

- A. Effective July 1, 2015, the BA + 30 column will be closed. Only those employees on that column as of June 30, 2015 will be permitted to remain on that column.
- B. Longevity increments for teaching experience shall be granted for experience within the district and to teachers presently receiving longevity under existing practice.

2018-2021

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.

- C. Child Study Team, Summer Literacy, and ESY faculty and staff will be paid 100% of their per diem rate for summer work, prorated based on hours worked.
- D. 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 $\frac{1}{2}$ or more. Otherwise, the employee will receive no credit for the fractional part of his experience.
- E. The Board reserves the right to establish maximum guide placement for new employees regardless of previous years of experience.
- F. Full credit for military service shall be given at time of employment to a maximum of four (4) years.
- G. 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.
- H. Full standard certification shall precede granting of salary column change for graduate credits.
- I. Teachers electing the summer payment plan will receive a lump sum check from Lakeland Bank, or whatever financial institution holds the funds, on or about July 1.
- J. Teachers shall receive a pay schedule by the last working day of September.

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 3 – BENEFITS

- A. Subject to the Sidebar Agreement dated May 24, 2016, 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/PPO by paying the difference between the plans, however, after May 1, 2016 unless previously enrolled, employees may not buy up to these plans. Effective July 1, 2015, employees must work at least 30 hours per week to be eligible for insurance benefits. Employees hired prior to July 1, 2015 working fewer than thirty (30) hours per week and who are currently receiving insurance benefits will continue to receive benefits so long as they continue to work a minimum of 25 hours per week.
- B. 1. Effective upon ratification of the 2015-18 Agreement, certified new employees will receive single-only insurance coverage for their first four (4) years of service. Non-certified new employees will receive single-only coverage for their first three (3) years of service.

Certified and non-certified employees will have an opportunity to purchase additional coverage to meet their family needs.

2. The parties have entered a Sidebar Agreement that made paragraph (1), above unenforceable for the 2015-18 contract term. That sidebar also provides that at the end of that contract, the Board, in its sole discretion, may determine whether to retain paragraph (1) in the Agreement subject to the Association's right to bargain different language. No such language was negotiated, and the Board has opted to retain paragraph (1), but will not enforce it without prior written notice to the Association,

C. Effective March 1, 2010, the co-pay has increased for POS participants to fifteen dollars (\$15.00) for all services as described in the schedule of covered services.

D. Effective upon ratification of the 2015-2018 Agreement, the deductible for Traditional/PPO plan participants will increase to four hundred dollars (\$400.00) per person and eight hundred dollars (\$800.00) per family.

E. Employees currently enrolled in Traditional/PPO medical insurance coverage who voluntarily switch to POS coverage will receive 35% of the difference in premiums between the Traditional/PPO 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/PPO coverage without paying the difference in the premiums.

F. Effective following the May 2016 Open Enrollment Period, employees may no longer enroll in the Traditional/PPO health plan.

G. Effective upon ratification of the 2015-2018 Agreement, the Emergency Room co-pay for the Direct Access Plan will increase to one hundred dollars (\$100). Effective July 1, 2016, the

prescription mail-in payment for the Direct Access Plan will increase to ten percent (10%) of cost.

H. 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 for which he/she is eligible upon the occurrence of a major life event.

ARTICLE 4 – STIPENDS

A. Athletic Activities:

1. Athletic activity guides for 2018-2019, 2019-2020, and 2020-2021 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:

2018-19:	\$75
2019-20:	\$75
2020-21:	\$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:

School Psychologists shall receive a stipend of \$1,400 per annum. School Psychologists hired effective July 1, 2009 shall not be eligible for a stipend.

C. Extra-Curricular:

Extra-curricular stipends for 2018-19, 2019-20 and 2020-21 are attached as "Schedule C."

ARTICLE 5 – SCHOOL CALENDAR

- A. 1. The parties hereto agree that the maximum number of reporting days for a ten (10) month school year be fixed and established at 185 days, 181 of which shall be student contact days, and three (3) of which shall be in-service/professional development days, plus up to seven (7) additional emergency days as determined by the Board.
2. At the Superintendent's discretion, GCN's (Global Compliance Network), or similar, may be completed in full during the months of July and August during non-compensated time. Presentation of the Certificate of Completion to the employee's immediate supervisor on the first reporting day of September will allow the employee to be exempt from reporting for one Professional Day of the school year as determined by the Superintendent. The official list of the GCNs will be available on July 1st of each year. Employees who choose not to participate will be expected to attend all professional days of the school year in order to satisfy his/her contractual requirements.
- B. Teaching staff members will attend seven (7) forty-five (45) minute after school meetings. In addition, there are twenty (20) faculty/department/PLC meetings annually.
- C. Over the summer, High School and Macopin School Guidance Counselors will work up to eight (8) days as scheduled with their building administrator. Those Counselors shall be paid their per diem rate for each day worked.

- 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 'swiping' in and out each time they enter or leave the building.
- 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 (3) 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. Unit members shall attend Back to School Night and a Parent Conference Night each year.
- I. The current practice concerning flexible scheduling shall continue (i.e. teachers shall volunteer, and the efficacy of the program shall be reviewed annually).

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 three (3) 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. 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:

2018-2021 \$125/day

7. Effective upon ratification of the within 2015-2018 Agreement, the maximum benefit for unused sick leave shall be capped at \$15,000 upon retirement for employees hired on or after January 1, 2016.

Employees hired on or after July 1, 2006 will be reimbursed for 125 days from day 26 through 150 days.

The maximum benefit for unused sick leave at retirement shall not exceed \$16,250 (130 days) for employees hired on or after September 1, 1985.

Employees hired prior to July 1, 1985 will remain grandfathered.

8. Payment of unused sick leave reimbursement shall be made by the Board on or before January 15th of the year following certified retirement.

9. Employees who change bargaining units shall continue to accumulate sick leave. Upon retirement, such employees will be compensated pursuant to the benefits accrued in each bargaining unit. These payments may not exceed \$15,000, except as noted in Paragraph 8 of this Article.

10. 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 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. 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. Personal Leave – 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.

**Personal leave days in paragraphs one through three (1-3) shall not exceed a total of five days.*

C. Death in the Immediate Family

An employee shall be permitted up to seven (7) consecutive bereavement days, including weekends, immediately following the death of an immediate family member. Immediate family member shall be a parent, spouse, child, brother, sister, father-in-law, mother-in-law, brother or sister-in-law, son or daughter-in law, grandparent, grandchild, or registered

domestic partner or civil union partner. Special circumstances may be appealed to the Superintendent.

D. Leave of Absence

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.
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 or her 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 de facto 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 their 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. Sabbatical Leave – 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 are granted at the Board's discretion and require Board approval.

ARTICLE 8 – PROFESSIONAL DEVELOPMENT

A. Tuition Reimbursement

1. The Board of Education shall reimburse qualified professional employees for tuition costs, as prescribed below, for a maximum of nine (9) 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 2018-19, \$105,000 in 2019-20 and \$105,000 in 2020-21. Unused funds shall not be carried over into the next year. For employees hired on or after January 1, 2016, tuition reimbursement shall be available only to tenured staff.
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. 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.

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 his 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. 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.
- E. The formal evaluation schedule will be consistent with New Jersey Department of Education regulations.

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 wellbeing. 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. Mutual Responsibility: 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. Employees shall have access to the contract via a posting on the district's Extranet, with hard copies provided by mutual agreement.

ARTICLE 14- GRIEVANCE PROCEDURE

A. Definitions:

- 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 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. Purpose: 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 the Association's Grievance Committee can invoke the grievance procedure herein set forth 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 – The Association shall first discuss the grievance with the immediate superior either within five (5) school days of the occurrence or when the Association 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 Association within three (3) school days.
 3. Step Two – If the Association is not satisfied with the disposition of the grievance at Step One, it 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 Association.

4. Step Three – If the grievance is not resolved to the satisfaction of the Association, 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 Association and render a decision in writing to the Association. 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 Association is not satisfied with the disposition of its grievance in the foregoing steps, it 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 Association 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 Association. 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, 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 printers, copiers, computers, 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. Use of the District's e-mail system is subject to the District's Acceptable Use Policy.

- 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. 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.

ARTICLE 17 – LIAISON COUNCIL

- 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 – ASSOCIATION DUES

- A. Changes/New Employees: 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.

- B. Indemnification and Save Harmless Provision: 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, 2018, to June 30, 2021.

ARTICLE 21- CERTIFICATION OF AGREEMENT

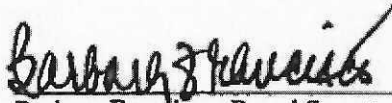
IN WITNESS WHEREOF, the parties hereto have certified ratification of this Agreement by the

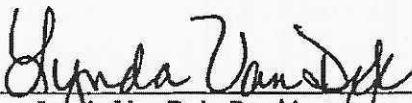
signatures of their respective Presidents and attested to by their respective Secretaries, all on this

23rd day of July, 2019.

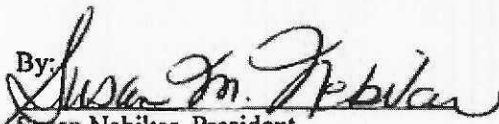
ATTEST:

WEST MILFORD BOARD OF
EDUCATION


Barbara Francisco, Board Secretary/
Business Administrator

By: 
Lynda Van Dyk, President

WEST MILFORD EDUCATION
ASSOCIATION

By: 
Susan Nebiker, President