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# AGREEMENT

Between

NEW MILFORD  
BOARD OF EDUCATION  
and  
NEW MILFORD  
EDUCATION ASSOCIATION

July 1, 1973—June 30, 1974

1952



THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

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A G R E E M E N T

Between

NEW MILFORD BOARD OF EDUCATION

and

NEW MILFORD EDUCATION ASSOCIATION

July 1, 1973 — June 30, 1974

PREAMBLE

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

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ARTICLE I -- RECOGNITION

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

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

BUT EXCLUDING THE FOLLOWING:

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

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

ARTICLE II -- NEGOTIATIONS PROCEDURE

- A. The Board and the Association agree to enter into collective negotiations for the purpose of concluding an agreement in accordance with Chapter 303, Public Laws 1968, on matters concerning the terms and conditions of employment. The Association shall submit its proposals to the Board no later than October 1 of the calendar year preceding the calendar year in which this Agreement expires or no later than two (2) weeks prior to the date of the first meeting of the parties for negotiations whichever shall be sooner.

The Board shall submit its proposals to the Association no later than two (2) weeks after it receives the Association proposals.

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

- B. The parties and their representatives shall be clothed with all necessary power and authority to conduct negotiations so as to effect a final agreement as established in paragraph A of this Article. Before the Agreement becomes final and binding upon the respective parties it is understood that the Board must adopt and the Association must ratify the final Agreement between the negotiators and that such Agreement must be signed.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III -- GRIEVANCE PROCEDUREA. Definitions:

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

The term grievance shall not apply where the complaint of a non-tenure teacher arises by reason of his not being re-employed. However, the non-tenure teacher shall be given the reason or reasons for his not being rehired. Such non-tenure teacher may request and be granted a conference with the Superintendent in the event such teacher is not being rehired.

A grievance to be considered under this procedure must be initiated in writing, within forty-five (45) school days from the time when the teacher knew or should have known of its occurrence.

B. Procedure:1. Level One:

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



## Grievance Procedure

### 2. Level Two:

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

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

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

### 3. Level Three:

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

4. Level Four:

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

5. Level Five:

(a) A grievance can be processed to Level Five only if it pertains to the meaning, application, or interpretation of this Agreement and/or as it is covered by the powers of the Arbitrator set forth in Section 5(c) of this Article. However, the arbitration procedure shall not apply to a complaint of a tenure teacher occasioned by reason of his not being re-employed.

(b) If the grievant is not satisfied with the disposition of his grievance at Level Four, the following procedure shall be used to secure the services of an arbitrator:

(1) A joint request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question not later than ten (10) school days after the decision by the Board.

## Grievance Procedure

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

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

## Grievance Procedure

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

## Grievance Procedure

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

## Grievance Procedure

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

ARTICLE IV -- RIGHTS AND PRIVILEGES

A. Teachers

1. The rights of teachers shall include those as set forth in Chapter 303, Public Laws 1968 and Title 18A of the New Jersey Statutes, Annotated, 1968, and the New Jersey Constitution.
2. Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof, excluding a meeting with the Superintendent, concerning any matter which could adversely affect the continuation of that teaching staff member in his office position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.
3. A non-tenure teacher whose contract is being renewed (except one who was a mid-year employment) shall be notified of his contract and salary status for the ensuing year no later than April 15, said contract to be returned (signed) within ten (10) days after receipt. Each non-tenure teacher will be given a copy of his signed contract. Tenure teachers shall be given written notification of their salary status at the same time.

## Rights and Privileges

4. The Superintendent shall give notice of assignments to new teachers as soon as practicable. In the event that changes in such assignments are made, any teacher affected shall be notified promptly, and upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or his representative, and the teacher affected. Final decision shall rest with the Superintendent.

### 1. Association

1. The Board agrees to furnish to the teachers, in response to reasonable requests, all available public information concerning the district, so that the teachers can develop intelligent, accurate, informed, and constructive programs on behalf of themselves and their students.
2. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
3. Representatives of the Association may be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Prior requests shall be made to the Building Principal.



## Rights and Privileges

4. The Association shall have the privilege, as approved by the Building Principal, to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use, and any damage incurred during such use.
5. The Association shall have, in each school building, the use of a bulletin board. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all such notices to be posted shall be given to the Building Principal.
6. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.
7. All orientation programs for new teachers may be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. The Association shall not be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of the Board of Education.

ARTICLE V -- MANAGEMENT PREROGATIVES

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

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

ARTICLE VII -- TEACHER WORK DAY

- A. Teachers shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their arrival and departure by placing a check mark in the appropriate column of the faculty "sign-in" roster.
- B. Teachers shall report for work not later than fifteen (15) minutes prior to the student starting time. Teachers shall remain two (2) days each week for not less than thirty (30) minutes after the student dismissal time as established in each building. The schedule for such days will be established by the teacher and submitted for review and approval to the principal who shall reserve the right to make such changes as he deems necessary. With the exception of days upon which faculty or other appropriate meetings are scheduled, teachers may leave the school at any time after the student dismissal time.
- C. Dismissal times shall in no way relieve a teacher from being available after (or before) school for the purpose of providing additional help to students upon reasonable request.
- D. Each teacher in the Middle School and the High School is to have a minimum of one (1) uninterrupted preparation period each day, whenever practicable. Under the modular system of scheduling, the aforementioned teacher will have the approximate equivalent time of a preparation period each day, whenever practicable. Such time may consist of either consecutive or non-consecutive modules depending on scheduling requirements.

## Teacher Work Day

- E. Teachers in the Elementary Schools shall not be required to remain in their classrooms when the elementary nurse, or elementary art or music specialist is teaching their particular classes.
- F. Directors and head of departments shall not be assigned more than four student instruction periods per day, whenever practicable.
- G. Teachers may leave their buildings during their scheduled duty-free lunch periods provided they inform their Principal or the Principal's designee, of their departure and return.
- H. In principle, the practice of requiring attendance at more than one (1) faculty meeting per week, shall be avoided. Such meeting shall not be of unreasonable duration. The notice of an agenda for any meetings shall be given to the teachers involved three (3) school days prior to the meeting except in cases of emergency. Teachers shall have the opportunity to suggest items for the agenda.
- I. Teacher participation in field trips which extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary.

ARTICLE VIII -- PERSONAL AND ACADEMIC FREEDOM

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

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

ARTICLE IX -- TEACHER EVALUATION

- A. Non-tenure teachers shall be evaluated a minimum of two (2) times per school year.
- B. Tenure teachers shall be evaluated a minimum of one (1) time per school year.
- C. A copy of the annual written evaluation shall be made available to the teacher, in the school office, and any comments on same by the teacher shall be attached to the evaluation when it becomes part of the personnel file.

ARTICLE X -- PROMOTIONS

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



ARTICLE XI -- SALARY GUIDE PROVISIONS

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

## Salary Guide Provisions

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

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

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

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

## Salary Guide Provisions

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

## Salary Guide Provisions

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

ARTICLE XII -- LIAISON

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

ARTICLE XIII -- REMEDIAL STUDY COMMITTEE

- A. The Association and the Board recognize the continuing need for providing additional help to students who may require such assistance. To that end, Article VII -- Teacher Work Day, Paragraph B, has been amended in this Agreement to provide for two (2) thirty (30) minute blocks of time after school each week when teachers will be available for such additional help.
  
- B. The Association and the Board recognize the need for further study concerning the best method available for meeting the additional needs of students. To that end, the parties agree as follows:
  1. A study committee will be established by the appointment of three (3) teachers by the Association and three (3) administrators by the Superintendent. Such appointments shall be made no later than September 15, 1973. The Committee shall be chaired by the Administrative Assistant to the Superintendent who shall be a non-voting member but who shall have the power to call meetings and otherwise direct the operations of the Committee.
  2. The Committee shall submit a report to the Association and to the Board not later than December 1, which report may be utilized by the Board and Association for possible inclusion in the 1974-75 Agreement between the parties.

ARTICLE XIV -- HEALTH INSURANCE PROVISIONS

The Board shall provide health care insurance protection designated below, paying the full premium for each teacher's individual coverage or full family coverage, if applicable.

- A. Provisions of the Health Care Insurance Program shall be detailed in master policies and contracts agreed upon by the Board and the Association, and shall include:
  - 1. Hospital room and board and miscellaneous costs
  - 2. Out-patient benefits
  - 3. Laboratory fees, diagnostic expenses, and therapy treatments
  - 4. Maternity costs
  - 5. Surgical costs
  - 6. Major Medical coverage
  
- B. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st, provided the carrier's contract provisions are met.
  
- C. When necessary, payment of the premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
  
- D. The Board shall provide to each teacher a description of the health care insurance coverage, as provided by the carrier, no later than the beginning of the school year, which shall

ARTICLE XV -- SICK LEAVE

- A. All teachers employed by the Board shall be entitled to ten (10) sick leave days each school year as of the first official day of classes, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. A statement of such accumulation shall be furnished to each teacher at the beginning of each school year.
- B. In the case of long-term teacher illness\*, teachers who have exhausted their accumulated sick days shall be granted, by the Superintendent, additional sick leave (non-cumulative) at the rate of one (1) sick leave for each consecutive year in the New Milford School System up to a maximum of ten (10) days (non-cumulative).
- C. Teachers who have exhausted their sick leave as provided in Paragraphs A or A and B shall have the cost of employing a substitute deducted from their salary for each succeeding day of illness for an additional twenty (20) school days.

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



ARTICLE XVI -- TEMPORARY LEAVES OF ABSENCE

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

1. Death in the immediate family

Leave without loss of pay following death in the immediate family (wife, husband, son, daughter, mother, father, mother-in-law, father-in-law, sister, brother, grandparents) shall be fixed from the date of death until one (1) day beyond the date of burial inclusive. If it is found necessary to exceed the time allotted above, the Superintendent may grant additional time, not to exceed two (2) days without loss of pay.

2. Death of other relatives

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

3. Legal Process

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

4. Other Leaves

Leave up to two (2) days without loss of pay for personal emergencies (illness in the immediate family, religious holidays and other personal business) shall

Temporary Leaves of Absence

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

Temporary Leaves of Absence

B. Leaves taken pursuant to Section A shall be allowed with the following stipulations:

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

ARTICLE XVII -- EXTENDED LEAVES OF ABSENCE

- A. At the discretion of the Board, one (1) teacher designated by the Association shall, upon request, be granted a leave of absence without pay for one (1) year for the purpose of engaging in activities of the Association or its affiliate.
- B. A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, Vista National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full time participant in any of such programs, or accepts a Fulbright Scholarship.
- C. Military leave without pay shall be granted to any teacher who is inducted in any branch of the armed forces of the United States for the period of said induction.
- D. Maternity Leave of Absence

All pregnant teachers may apply for a leave of absence without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for a reasonable period of time to a specific date following birth.

- 1. Maternity leave shall be granted subject to the following conditions:
  - a. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
  - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
  - c. Exact dates of the leave will be arranged,

Extended Leaves of Absence

- d. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.
2. A teacher's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. However, the leave of absence granted a non-tenured teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
3. Except as provided above, no teacher shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, on or before March 1 of the school year in which the teacher desires to return from said maternity leave, the teacher shall indicate to the Board, in writing, that she intends to return to teaching in New Milford the following September. Failure to so notify the Board will be deemed to be a waiver by the teacher of her right to return from maternity leave that year.
4. No teacher shall be removed from her teaching duties during pregnancy, except upon one of the following:
  - a. The Board has found that her teaching performance has noticeably declined

- b. The pregnant teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the teacher, whose opinion on medical capacity shall be final and binding
  - c. Any other just cause
- 5. The time spent on maternity leave shall not count for placement on the salary guide or for seniority.
  - 6. All provisions of paragraph D shall also apply to maternity leave of absence for adoption except that leave shall become effective on the date of receipt of the adopted child.
- E. At the discretion of the Superintendent, leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick husband, wife, child, or parent of the teacher's and being cared for in said teacher's home.
  - F. Other leaves of absence without pay may be granted at the discretion of the Board and for a sufficiently good reason not covered heretofore.
  - G. Upon return from leave granted pursuant to Section A, B or C of this Article, a teacher should be considered as if he had been actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved had he not been absent. The time spent on said leaves shall not count toward fulfillment of the time requirements for acquiring tenure.

## Extended Leaves of Absence

- H. A teacher shall not receive increment credit for the time spent on a leave granted pursuant to Sections D, E, or F of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
- I. All benefits to which a teacher was entitled at the time his leave commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- J. In accordance with the Rules and Regulations of the State Health Benefits Plan at the prerogative of the teacher on leave, insurance will be paid for by the teacher in order that such coverage be maintained.

ARTICLE XVIII -- SABBATICAL LEAVE

- A. Sabbatical Leave, or long term leave with pay, is designed to improve instructional service to the highest level of quality and efficiency. Sabbatical leave is not a reward for past accomplishments. Rather, it is really an investment by the school district in better instruction, and therefore, primarily a benefit to the school district.
- B. Any professional employee, under tenure, who has completed ten (10) years of service, seven (7) of which have been continuous and satisfactory in the New Milford Public Schools, may, upon recommendation of the Superintendent, be granted a sabbatical leave not to exceed one (1) year.
- C. The general reason for sabbatical leave shall include the following:
1. Study at an advanced level including residency requirements for graduate work
  2. Travel when associated with subject field or when it will directly benefit the district student
  3. Approved work opportunities which promise to improve substantially the employee's value to the school system
  4. Other approved purposes
- D. The number of leaves in a given year shall not exceed 1% of the entire professional staff, except that the number may be increased at the discretion of the Board.



## Sabbatical Leave

- E. A staff member on sabbatical leave will receive his contracted annual salary for a full year. Salary shall be paid in accordance with the current salary guide in effect in the New Milford School System. Professional employees on sabbatical leave shall not receive compensation from other employers without prior approval of the Superintendent.
- F. A period of sabbatical leave shall count as regular service for the purpose of retirement planning, and contributions by the professional employee to the retirement fund shall continue as usual during such period. A staff member will be reinstated in his former position at the end of a sabbatical leave with seniority, salary guide, cumulative sick leave, and tenure rights unimpaired. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
- G. As a condition precedent to the granting of such leave, the professional employee shall agree by contract to continue in his former or advanced position in the service of the New Milford Board of Education for a period of not less than two (2) years after the expiration of the leave. If a teacher fails to continue in service after such leave of absence, the teacher shall repay to the Board of Education of the Borough of New Milford, in the County of Bergen, a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two (2) subsequent years' service bears to the full two (2) years, unless such teacher is incapacitated, has been dis-

## Obtaining Leave

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

ARTICLE XIX -- MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and the individual teacher, heretofore or hereafter executed, shall be consistent with the terms and conditions of this Agreement. This Agreement, during its duration, shall be controlling.
- B. Copies of this Agreement shall be prepared and reproduced. The expense shall be shared equally by the Board and the Association and presented to all teachers now employed or hereafter employed, and made available to prospective candidates for employment by the Board.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party shall do so in writing at the following addresses:
1. If by Association, to Board in care of the Secretary of the Board
  2. If by the Board, to the President of the Association at the building to which he is regularly assigned for his teaching duties
- D. Teachers who may be required to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of ten (10¢) cents per mile.
- E. Unless otherwise provided for in this Agreement, nothing contained herein shall be interpreted or applied to

ARTICLE XX -- FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties on all matters which were ~~or~~ could have been the subject of negotiations for the ~~current~~ Agreement. During the term of this Agreement, or any extensions thereof, neither party shall be required to negotiate with respect to any other matter, whether or not covered by ~~this~~ Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by ~~Chapter~~ 303 Public Laws, 1968.

ARTICLE XXI -- SEPARABILITY AND SAVINGS

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

ARTICLE XXII -- DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1973, and shall remain in full force and effect through June 30, 1974.

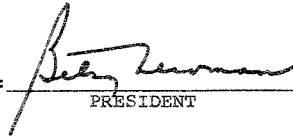
B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their corporate seals to be placed hereon.

C. Attested to this 14th day of June, 1973.

NEW MILFORD EDUCATION  
ASSOCIATION

NEW MILFORD BOARD OF EDUCATION

BY:

  
PRESIDENT

BY:

  
PRESIDENT

BY:

  
SECRETARY

BY:

  
SECRETARY

TEACHERS' SALARY GUIDE  
1973-1974

	<u>B.A.</u>	<u>B.A. + 16</u>	<u>M.A.</u>	<u>M.A. + 16</u>	<u>M.A. + 30</u>	<u>D</u>
	8,850.	9,250.	9,600.	10,000.	10,400.	11,
	9,150.	9,550.	9,900.	10,300.	10,700.	11,
	9,550.	9,950.	10,300.	10,700.	11,100.	11,
	9,950.	10,350.	10,700.	11,100.	11,500.	12,
	10,350.	10,750.	11,100.	11,500.	11,900.	12,
	10,850.	11,250.	11,600.	12,000.	12,400.	13,
	11,350.	11,750.	12,100.	12,500.	12,900.	13,
	11,850.	12,250.	12,600.	13,000.	13,400.	14,
	12,450.	12,850.	13,200.	13,600.	14,000.	14,
	13,050.	13,450.	13,800.	14,200.	14,600.	15,
	13,650.	14,050.	14,400.	14,800.	15,200.	15,
	14,250.	14,650.	15,000.	15,400.	15,800.	16,
	15,000.	15,400.	15,700.	16,100.	16,500.	17,
			16,400.	16,800.	17,200.	17,
					17,900.	18,
						19

SCHEDULE B.COACHES SALARY GUIDE1973-1974

<u>HEAD COACHES</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Football	1,050.	1,155.	1,260.	1,365.
Baseball	840.	945.	1,050.	1,155.
Basketball	840.	945.	1,050.	1,155.
Track-Outdoor	840.	945.	1,050.	1,155.
Soccer	840.	945.	1,050.	1,155.
Wrestling	840.	945.	1,050.	1,155.
Tennis	420.	525.	630.	788.
Track-Indoor	368.	473.	578.	683.
<u>ASSISTANT COACHES</u>				
Football	600.	770.	840.	910.
Baseball	480.	630.	700.	770.
Basketball	480.	630.	700.	770.
Track-Outdoor	480.	630.	700.	770.
Soccer	480.	630.	700.	770.
Wrestling	480.	630.	700.	770.
<u>OTHER AREAS</u>				
Cheerleader	325.	400.	450.	560.
Cheerleader	325.	400.	450.	560.
Treasurer	325.	400.	450.	525.

New personnel will be placed on guide based on experience as evaluated by the Superintendent of Schools.



1. The Athletic Director shall be paid at the rate of one hundred (\$100.00) dollars over the highest paid coach's salary as listed in Schedule B. in addition to his regular teaching salary.
2. The Music Director shall receive one thousand one hundred thirty-four (\$1,134.00) dollars in addition to his regular teaching salary.
3. A Guidance Counsellor shall receive, for the twelve (12) month period, his place on the salary guide plus four hundred (\$400.00) dollars times a ratio of 1.1.
4. The Department Chairmen at the High School shall receive the following salary in addition to their regular teaching salary:

(a) Departments with up to nine (9) teachers	\$ 788.00
(b) Departments with ten (10) or more teachers	\$1,024.00
(c) High School Guidance Department Chairman	\$1,129.00
5. Reading Teachers shall receive six hundred (\$600.00) dollars in addition to their regular teaching salary.
6. Special Education Teachers shall receive three hundred (\$300.00) dollars in addition to their regular teaching salary.
7. The Middle School Co-ordinators shall receive four hundred twenty (\$420.00) dollars in addition to their regular teaching salary.
8. All of the above listed provisions are based on a full year's contract (ten or twelve months). If a teacher is on less than a full year's contract, he will receive a proportional amount based on the teaching contract.

1973-1974

EXTRA PAY SALARY PROVISIONS

<u>Position</u>	<u>Stipend 1973-74</u>
Activities Co-ordinator	\$717.00
1. <u>High School Positions</u>	
Audio-Visual Aides	358.00
Music or Dramatic Director	276.00
Music or Dramatic Producer	276.00
Stage Manager	221.00
Bandmaster	551.00
Assistant Bandmaster	193.00
Knight News	248.00
Literary Magazine	110.00
Newsletter	193.00
Yearbook - Art	193.00
Yearbook - Business	193.00
Yearbook - General	193.00
Yearbook - Layout	193.00
Student Council Advisor	358.00
Ass't. Student Council Advisor	193.00
Student Fund Treasurer	414.00
Detention Co-ordinator	331.00
Bowling Sponsor	138.00
Intramurals - Girls	221.00
Intramurals - Girls	221.00
Intramurals - Boys	221.00
Senior Honor Society	138.00
Math League	110.00
Football Statistics	166.00
Class Advisor - 9th Grade	248.00
10th Grade	248.00
11th Grade	358.00
12th Grade	358.00

<u>Position</u>	<u>Stipen 1973-7</u>
<b>2. <u>Middle School Positions</u></b>	
Student Council	\$276.0
Audio-Visual Aides	276.0
Intramurals - Girls	221.0
Intramurals - Boys	221.0
Play or Musical Director	221.0
Stage Craft Sponsor	110.0
Newspaper Sponsor	110.0
Literary Magazine	110.0
<b>3. <u>Elementary School Positions</u></b>	
<u>Bowling Sponsor</u>	
Berkley	56.0
Donald L. Williams	56.0
B. F. Gibbs	56.0
Washington	56.0
<u>Audio-Visual Aides</u>	
Berkley	88.0
Donald L. Williams	88.0
B. F. Gibbs	88.0
Steuben	88.0
Washington	88.0
<u>Safety Patrol</u>	
Berkley	56.0
Donald L. Williams	56.0
B. F. Gibbs	56.0
Washington	56.0
<u>Choral Music</u>	
	331

- a. One-half (1/2) of the salaries indicated will be included in the regular December pay check provided the stipend is \$50.00 or more. The other half due will be paid in June with the regular pay check.

BOARD OF EDUCATION NEGOTIATING TEAM

Eugene V. Finno	Edmund J. Mueller
Melvin Ross	David E. Owens
Evelyn Bernstein	Donald W. Rickert

Gerald L. Dorf  
Negotiating Attorney

BOARD OF EDUCATION

Edmund J. Mueller President	Alfred J. Mitchell Vice-President
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Mrs. Evelyn Bernstein  
Eugene V. Finno  
Dr. Herbert Meislich  
Ray W. Morris  
Edward Pagani  
Melvin Ross  
John Ryan

MEMBERS

OF

NMFA NEGOTIATING TEAM

Betsy Newman

Chief Negotiator

Nancy Donniacwo

Salary Chairman

Henry L. Capozzi

Recorder

Louis Coco

Policy Chairman

William A. Monroe

P.R. and R. Chairman

John Lombroski

High School Representative

James Africano

Middle School Representative

Joan Connolly

Elementary School Representative

Vincent Giordano

NMFA Field Representative

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