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THIS BOOK
NOT CIRCULATE

AGREEMENT

between

THE WEST MILFORD TOWNSHIP
BOARD OF EDUCATION

and

THE WEST MILFORD
EDUCATION ASSOCIATION, INC.

covering the period of

July 1, 1972 to June 30, 1974

Adopted April 24, 1972

by the

West Milford Township Board of Education
Route 23 and Clinton Road
Newfoundland, New Jersey

07435

West Milford Township

Board of Education

Mr. Frank Cardinale, President
Mr. Peter Richter, Vice-President
Mr. William Bauman
Mr. Herbert Wolters
Mr. George Bassett
Mr. Philip O. Sheridan
Mrs. Anne Marie Sullivan
Mr. Thomas V. Vogel
Mr. Karl Frixel
Mr. James F. Gleeson, Superintendent of Schools
Mr. Edward F. Vogel, Business Administrator-Board Secretary
Mr. Louis Wallisch, Esq., Board Attorney

MEMBERS OF NEGOTIATING COMMITTEE

Mr. Peter Richter, Chairman
Mr. Herbert Wolters
Mr. Thomas V. Vogel
Mr. James F. Gleeson

West Milford

Education Association, Inc.

OFFICERS

Mr. John Neary, President
Mr. Salvatore Saggio, Vice-President
Mrs. Joanne Kuenzel, Recording Secretary
Mrs. Janice White, Corresponding Secretary
Mrs. Marcella Boyle, Treasurer
Mr. Donald Robinson, Parliamentarian

TEACHER-BOARD RELATIONS COMMITTEE

Mr. John Neary
Mr. Donald Robinson
Miss Barbara Hughes
Mr. Salvatore Saggio
Mr. Gerard Fritz

THIS AGREEMENT, is made and entered into this twenty-fourth day of April, in the year One Thousand Nine Hundred and Seventy-two.

BY AND BETWEEN, the BOARD OF EDUCATION OF THE TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC, a School District of the STATE OF NEW JERSEY, hereinafter referred to as the "Board";

AND, the WEST MILFORD EDUCATION ASSOCIATION, an incorporated Association of the State of New Jersey, with P. O. Box #526, West Milford, in the Township of West Milford, Passaic County, New Jersey, hereinafter referred to as the "Association";

PREAMBLE

The Board and the Association, parties hereto, recognize their common goal to be the provisions of the finest educational opportunities for the boys and girls attending the West Milford Township Public Schools.

To work toward the attainment of this goal, they, the parties hereto recognize that their joint efforts, that of the Board and the Association, are required, and that it is essential to its fulfillment that they, through their respective representatives, engage in good faith negotiations pertaining to salaries and conditions of employment.

The parties hereto therefore state that pursuant to the provisions of chapter 303 of the Laws of 1968, negotiations were conducted by the parties hereto, through their respective representatives.

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

Article 1.

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievance and terms and conditions of employment for teachers, instructional aides and nurses, whether under contract or on leave.

B. Any agreed terms and conditions of employment contained in this Article shall not violate the rights of other employees in the system not covered by this contract.

Article 2.

NEGOTIATIONS PROCEDURE

1. Parties agree that they shall meet not later than October first of each year to review negotiations.

2. Thereafter, and except for this meeting for the review of the negotiation procedure and to adopt ground rules, the interval between negotiation sessions shall, from the inception of the negotiations to the completion of the contract, not exceed 14 calendar days.

3. Before adjourning each session, agreement shall be reached on time and place of the next session.

4. Negotiation sessions shall be held at a place to be mutually agreed upon.

5. Sessions shall begin promptly and on time.

6. The chairman of either party shall notify his counterpart of the inability to meet no later than 24 hours before the scheduled session.

7. At each session all matters of discussion shall be directed to the chairman of the respective committees, who shall be responsible for the conduct of his committee.

8. Either party may take minutes in any manner as it deems fit.

9. All negotiation sessions shall be closed except to the negotiating committees, except that each party shall be entitled to have in attendance professional or resource persons including legal counsel, if desired, and to appoint alternates.

10. Either party shall have the right to caucus at any time. The party requesting the caucus shall leave the room.

11. All proposals of each party shall be submitted in writing at a meeting to the other party by October 1st, and only items included in either parties proposal or counter proposals shall thereafter be subject of discussions unless new items are added by mutual consent.

12. Any proposal or counterproposal made by either party at a negotiating session must be reacted to by the other party at the next negotiating session.

13. Positions taken and agreements reached on individual items shall not be binding upon the parties and may be changed by each party until agreement is reached on all items under negotiation.

14. All items negotiated and agreed upon shall be reduced to writing in the form of a written contract.

15. This agreement and/or procedure shall not be modified in whole or in part, except by an instrument in writing duly executed by both parties.

16. Tentative agreements reached at each negotiating meeting subject to paragraph 13 of this Article shall be initialed by both committees at the conclusion of the subsequent meeting.

17. The committees of the Board and the Association agree to joint releases until an impasse is declared and notice properly filed with Public Employment Relations Commission.

Article 3.

A. DEFINITIONS

1. Employee - the term "employee" shall mean any regularly employed individual receiving compensation from the Board included in Article 1A of this Agreement. Any reference to the masculine gender shall also be intended to apply to female employees.

2. Grievance - a "grievance" is a complaint by an employee or the Association on behalf of a group of employees based upon the interpretation, application or alleged violation of this agreement, policies or administrative decisions affecting said employee or employees.

3. Aggrieved person - an "aggrieved person" is the person or persons filing the complaint.

4. Immediate superior - the term "immediate superior" shall mean the principal, except where any aggrieved person serves more than one school in the district, the term "immediate superior" shall mean the Superintendent.

5. School day - a "school day" shall be defined as any day when the Board of Education office is open.

6. Representative - the term "representative" shall mean any organization designated by an employee as a spokesman. It is understood that if any aggrieved person wishes to withdraw the grievance at any time, the representative has no right to process the grievance to the next level.

B. PURPOSE - The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The Board hereby declares that any employee of the Board invoking the grievance procedure herein set forth shall be free from any prejudicial or punitive action by reason of invoking such procedure.

C. PROCEDURE

1. Time Limits - Grievances shall be processed through the following steps promptly in the interest of disposing of any complaints expeditiously to meet the specified time limits. They may be extended by mutual agreement.

2. Level one - An aggrieved person shall first discuss the grievance with his immediate superior. Such complaint shall be made within five (5) school days of the occurrence or when the aggrieved person is aware that the incident can lead to a grievance.

The reply to the grievance at this level shall be disclosed to the aggrieved person within three (3) school days.

3. Level two - If the aggrieved person is not satisfied with the disposition of the grievance at Level One, he shall within no more than three (3) school days, file the grievance in writing with the Superintendent if he is not the immediate superior in Level One. The Superintendent shall render his decision within five (5) school days after receiving such written grievance from the aggrieved person.

4. Level three - If the grievance is not resolved to the satisfaction of the aggrieved person, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools. The

Board, or a committee thereof, shall review the grievance and shall hold a hearing with the aggrieved person and render a decision in writing and forward copies thereof to the aggrieved person within twenty-five (25) calendar days of the date of the request for the hearing.

5. Level four - Arbitration. If the aggrieved person is not satisfied with the disposition of his grievance in the foregoing step, he will have up to fifteen (15) school days to advise the Board of his intention to bring such complaint to arbitration. The Board and the aggrieved person, or his representative by mutual agreement, may use either of the following methods of selecting an arbitrator for grievances filed under this Article:

- a) Either of the parties may apply for an arbitrator through the American Arbitration Association and shall be governed by the rules and regulations thereof.
- b) Either of the parties may apply for an arbitrator through the Public Employment Relations Commission and be governed by the rules and regulations thereof.

If the Board and the aggrieved person cannot mutually agree upon the method of selection of the arbitrator, Plan A will be used.

The arbitrator's decision shall be final and binding on all parties and all parties shall immediately perform and comply with the terms of the award. The cost of the services of the arbitrator, including professional fees and expenses, if any, shall be borne equally by the Board and the aggrieved person. Any additional expenses shall be paid by the party incurring same.

Article 4.

SCHOOL CALENDAR

A. The parties hereto agree that the maximum number of reporting days for a 10 month school term be fixed and established at 185, plus five (5) additional emergency days as from time to time be determined at the discretion of the Board.

B. The Board shall fix the calendar for the year 1972-1973, 1973-1974, and for each year during the term of this Agreement, but only after it has received the recommendation of the Superintendent and after discussion with the Association.

C. Should it be necessary during the year to make a change to the calendar, such change shall not be made without first consulting with the Association.

Article 5.

SPECIALISTS AS SUBSTITUTES

A. The practice of using Specialists, Nurses, Guidance Counselors, Classroom Teachers and any other regularly scheduled teachers as substitutes is undesirable and shall be discontinued except in emergency.

B. Emergency shall be defined as such an incident or time which after a bona fide effort precludes the Board or the Administration of getting a substitute.

Article 6.

VOLUNTARY TRANSFERS and REASSIGNMENTS

A. 1. No later than May 1st of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building, may file a written statement of such desire with the Superintendent not later than March 15th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

3. As soon as practicable, and not later than June 1st, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all known teacher assignments, and soon thereafter other assignments as they are made.

B. To the extent that it is possible, teachers' requests for voluntary reassignments will be honored provided that a bona fide vacancy exists in the requested building or teaching area and that the new assignment lends itself to the purpose of the instructional program and best interests of the school system. The Superintendent

of Schools and the principal of the building to which the teacher requests a transfer shall make the determination.

C. The Board agrees that it will direct the Administrative Officials to post in convenient places in all schools throughout the school district reasonable and sufficient notices of job openings, for which existing personnel may be certified. Said notices shall provide that if said personnel are interested in any of the positions posted, they shall be required to formally notify the Superintendent of Schools in writing by a given date, to be stated in the notice. Such notices shall contain a brief job description, salary (where applicable) and qualifications.

D. In the event of a vacancy in any position, or on the creation of a new position, or in the case of a new program being created during the summer recess, the Superintendent shall post notices thereof during the summer at the administration office and in each school, and in addition thereto he shall furnish a copy of said notice to the Association.

Article 7.

INVOLUNTARY TRANSFERS and REASSIGNMENTS

A. Although a transfer or a reassignment is the prerogative of the Superintendent or Board, there shall be no arbitrary or capricious transfer or reassignment if a qualified volunteer is available to fill a position.

B. Notice of an involuntary transfer or reassignment shall be given to the teacher involved as soon as practicable.

C. CRITERIA - When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in West Milford Township School District, length of service in the particular school building, and other relevant factors, including among other things, state and/or Federal laws, rules, regulations, shall be considered in determining which teacher is to be transferred or reassigned.

Article 8.

SABBATICAL LEAVE POLICY

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 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 the participant is to receive other compensation during his leave, that amount shall be deducted from the Board of Education salary, and
6. All leaves shall require Board approval.

Article 9.

SICK LEAVE

- A. DEFINITION OF SICK LEAVE - sick leave is hereby defined to mean the absence from duty of any person because of physical disability, illness or injury, or quarantine or exclusion from school by medical authorities.
- B. SICK LEAVE ALLOWABLE - All persons who are steadily employed full time by the Board of Education shall be allowed sick leave with full pay to the amount of ten (10) days in any given year.
- C. 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.
- D. PHYSICIAN'S CERTIFICATE REQUIRED FOR SICK LEAVE - A physician's certificate may be requested by the Superintendent when sick leave is claimed after five consecutive working days' absence.
- E. Any employee under tenure who shall exceed his or her accumulated sick leave shall be entitled to his or her 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.
- F. Teachers shall be notified as to the number of accumulated sick days on request.

G. 18A:30-2.1 - Payment of sick leave for service connected disability. Whenever any 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, his employer shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave provided in section 18A:30-2 and 18A:30-3. Salary or wage payments 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. Any amount of 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.

Article 10.

PERSONAL LEAVE POLICY.

As of the beginning of the 1972-73 school year, teachers shall be entitled to eleven (11) days of full pay for personal leave to be non-accumulative, as follows:

1. Death in the immediate family - allowance of up to five (5) days leave shall be granted. Immediate family shall be considered: father, mother, spouse, child, brother, sister, mother-in-law, or any member of the immediate household. These days are in addition to provisions stated below.
2. Illness in immediate family.
3. Religious holidays.
4. Two (2) days for personal business. Application to the teacher's principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason.
5. Marriage.

(In no case shall the personal leave days granted in items "2" through "5" above exceed a total of five (5) days.

6. Visitation Leave - One (1) day per year shall be granted to any certificated personnel for school visitation and observation in other school systems upon application to the principal or Superintendent. A written report may be requested.

7. Legal - Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.

8. Summer School - Up to a total of two (2) days at the end of a school year and/or at the beginning of a school year, as may be required to attend summer school classes and/or to travel to the place where such classes are to be held.

9. Items in 7 and 8 shall be in addition to sick leave and personal leave.

Article 11.

SALARY SCHEDULES

Step	BA	BA+30	MA	MA+30	Non-Degree Nurses	Instructional Aides
1	\$8,500	\$8,900	\$9,100	\$9,650	\$7,300	\$5,900
2	8,800	9,200	9,450	10,000	7,600	6,400
3	9,100	9,600	9,800	10,500	7,900	6,500
4	9,400	10,000	10,250	11,000	8,200	6,800
5	9,800	10,450	10,750	11,550	8,550	
6	10,200	10,900	11,200	12,150	8,850	
7	10,600	11,350	11,650	12,750	9,150	
8	11,150	11,950	12,200	13,400	9,550	
9	11,650	12,500	12,700	14,000	9,925	
10	12,150	13,050	13,300	14,600	10,275	
11	12,700	13,750	14,100	15,500	10,625	
12	13,400	14,500	14,900	16,300	11,075	

Doctorate Degree - Additional \$900 each step.

A. Longevity increment of \$300. for 15, 20, 25, 30, 35, 40 and 45 years of teaching experience shall be granted for experience within and without the district to teachers presently receiving longevity under existing practice and to teachers who shall arrive at a longevity plateau by June 30, 1975 or less of the effective date of this Agreement. Except as provided above, in the future in district experience only shall apply.

B. A Board sponsored insurance program of medical-surgical, hospitalization, Rider J coverage and major medical protection.

C. In applicable cases, if the employee adopts full family coverage, the Board shall pay 100% of the cost of the family coverage protection.

D. All new permanently certified teachers may receive one (1) year credit for each two (2) years of related experience in private or parochial school or in industry if recommended by the Superintendent and approved by the Board of Education. If such experience shall result in fractional credit, the teacher shall 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. Full credit for military service shall be given at time of employment up to four (4) years maximum.

F. Changes in column of guide shall be given as of the date teacher files with the Board satisfactory proof of credit and/or certificates approved by the Superintendent.

G. Full certification should precede granting of salary column change for graduate credits.

H. Teachers electing the summer payment plan may elect either two (2) payments during the summer or a lump sum on the last day of school.

I. Teachers shall receive a pay schedule by the last working day of September.

J. The granting of any salary increment as set forth in the salary schedule shall not be deemed to be automatic and, if not, the employee shall be given a written warning with reasons no later than April 1.

The Superintendent shall have the power to recommend to the Board of Education the withholding of any salary increment for inefficiency and for other good cause.

Whenever the withholding of an increment is proposed, the individual concerned shall be given written reasons for such proposed withholding and said individual shall have the right to

appeal in accordance with the provisions of the Grievance Procedure and/or Commissioner of Education.

Article 12.

ATHLETIC ACTIVITIES GUIDE

	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.	5th Yr.
Director of Athletics	\$1200	\$1300	\$1400	\$1500	\$1650
Football Coach	900	1000	1100	1200	1350
Asst. Football Coach	500	600	700	800	
Cross Country Coach	400	500	600	700	850
Track Coach	650	750	850	950	1100
Asst. Track Coach	400	500	600	700	
Basketball Coach	650	750	850	950	1100
Asst. Basketball Coach	400	500	600	700	
Wrestling Coach	650	750	850	950	1100
Asst. Wrestling Coach	400	500	600	700	
Tennis Coach	450	550	650	750	900
Fencing Coach	450	550	650	750	900
Asst. Fencing Coach	300	400	500	600	
Baseball Coach	650	750	850	950	1100
Asst. Baseball Coach	400	500	600	700	
Bowling Coach	225	250	325	425	
<u>GIRLS</u>					
Basketball Coach	300	400	500	600	
Track Coach	300	400	500	600	
Softball Coach	300	400	500	600	
Cheerleading	200	250	300	350	} Per Season
Asst. Cheerleader	200	225	250	300	
Combined Cheerleading	300	400	500	600	

1. Anyone going from head coach to assistant shall be given credit on the guide for time spent in the district as assistant coach in that sport.

2. Blazers will be supplied by the Board.

3. Full credit for experience shall be limited to West Milford Township School District.

Article 13.

INSTRUCTIONAL COUNCIL

A. A joint Instructional Council shall be established on or before July 1st, 1972. It shall consist of five representatives appointed by the Board and five representatives appointed by the Association.

B. The Council shall meet at least once a month during the school term and make recommendations with reasons no later than December 1st and April 1st to the Board transmitted through the Superintendent or to the Association through the President on the following subject matters: instruction and curriculum and other related matters.

C. The Instructional Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.

D. The recommendations of the Instructional Council shall be accepted or rejected in writing with reasons by the Board or Association within forty (40) days of submission. Failure to act on recommendations within forty (40) days shall be deemed to be rejections thereof. The Board or Association shall state its reasons in writing for rejection of recommendations.

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 articles are subject to arbitration.

F. The timetable for the implementation of an accepted recommendation shall be subject to the discretion of the Board.

Article 14.

LIAISON COUNCIL

A. A Liaison Council shall be established on or before July 1, 1972. It shall consist of the West Milford Education 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 term and make recommendations with reasons no later than December 1st and April 1st to the Board transmitted through the Superintendent or to the Association transmitted through the President, on non-instructional matters, but not limited to terms and condition of employment.

C. The Liaison Council shall establish its own rules or procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.

D. The recommendations of the Liaison Council shall be accepted or rejected by the Board or the Association within forty (40) days of submission. Failure to act on recommendations within forty (40) days shall be deemed to be rejections thereof. The Board or the Association shall state its reasons in writing for rejection of recommendations.

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 subject to arbitration.

F. The timetable for the implementation of an accepted recommendation shall be subject to the discretion of the Board.

Article 15.

SPECIAL SERVICES

Special Education, Learning Disabilities, Social Worker, Speech and Remedial Instructors shall receive a differential of \$300.

Article 16.

EXTRA-CURRICULA GUIDE FOR TEACHERS

Dances

A. Chaperoning a dance shall be reimbursed at a rate of \$15.00 per chaperon a night.

(Note that the administration has agreed to make an effort to retain the same teachers to maintain continuity which is a key problem. If this is not possible, an attempt to seek a chaperon team captain will be made. Also, since most dances are class sponsored as a fund raising affair, the class advisor would make up the fifth member of the team.)

Advisors

B. 12 th Grade Advisor.....	\$250.00
11 th Grade Advisor.....	\$250.00
10 th Grade Advisor.....	\$200.00
9 th Grade Advisor.....	\$200.00
Student Council Advisor, Maple Road School.....	\$200.00
Student Council Advisor, High School.....	\$200.00
Intramural--per school per season.....	\$600.00
Yearbook Advisors.....	\$500.00
Twirling Coach.....	\$150.00

Newspaper Advisor.....\$500.00
 Marching Band Director --
 1st year.....\$900.00
 2nd year.....\$1,000.00
 3rd year.....\$1,100.00
 Marching Band Assistant Director.....\$400.00
 High School Musical Play Producer.....\$600.00
 High School Musical Play Director.....\$500.00
 High School Musical Play Drama Coach.....\$500.00

Clubs or Activities

C. The Board allocates the sum of \$1,600.00 as additional funds for advisors to clubs or activities as follows:

High School.....\$400.00
 Maple Road.....\$200.00
 Each Elementary.....\$200.00

The parties agree to allocate this sum to Advisors of certain designated clubs or activities before the opening of the schools in September 1972.

Article 17.

DEPARTMENT HEADS' GUIDE

- A. \$250. plus \$50. per teacher assigned.*
- B. Teaching Schedule (3 or more teachers in department):
 - 1. 4 Periods teaching assignments.
 - 2. 1 Period dept. supervision.
 - 3. 1 Period assigned activity.
 - 4. 1 Period unassigned.
 - 5. 1 Period lunch.
- C. Teaching Schedule (less than 3 teachers in department):
 - 1. 5 Periods teaching assignments.
 - 2. 1 Period Dept. supervision.
 - 3. 1 Period unassigned.
 - 4. 1 Period lunch.

*The department head is not to be included as a teacher assigned.

Article 18.

TUITION REIMBURSEMENT POLICY FOR PROFESSIONAL EMPLOYEES

- A. The Board of Education shall reimburse professional employees for a tuition cost, as prescribed below, up to a

maximum of eighteen (18) credits in a school year commencing with the Summer Session of 1972, provided that the staff member has served at least one contract year within the West Milford Township School System. The Board shall only make reimbursement to teachers in the order in which they have secured approval and to the limit of the budgetary amount up to and including the sum of \$18,000. provided for such courses.

B. No more than six (6) credits of reimbursement courses shall be taken in any term of semester that the individual is rendering services to the school district.

C. Courses taken at State colleges will be fully reimbursed. Those taken at non-State colleges shall be reimbursed at a rate of up to \$50.00 per credit.

D. Grade slips shall be considered as proof of having taken a course or courses. A grade of passing (where applicable) of "C" or better is necessary for reimbursement.

E. In order to avoid a duplication of benefits from public funds those courses taken under Veteran's Benefit Act, National Science Foundation Grants, NDEA grants, ESEA grants, or other scholarships and aids shall not apply.

F. The policy for reimbursement shall apply towards courses taken in the standardization of provisional certification as well as for graduate work and advanced degrees.

G. The Superintendent of Schools has the right to approve reimbursement of tuition and fees providing that the professional staff member is taking courses within his field. Further, the Superintendent has the right to recommend to the Board of Education the reimbursement of tuition and fees when such action is seen to be of special advantage to the school district. Approvals must be received prior to registration.

H. Reimbursement shall follow within forty (40) days of submission of an itemized voucher with grade slips attached.

Article 19.

TEACHER'S RIGHTS

A. 18A:25-7. Meeting which could adversely affect employment right to notice and representation. Whenever any teaching

staff member is required to appear before the Board of Education or any committee or members 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 increment 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.

B. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

C. No teacher shall be reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure set forth.

D. Teachers shall be permitted to leave their schools during their lunch periods and during their preparation periods after notifying the school office.

E. Pay checks will be distributed at the building office.

F. 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 wherever possible.

G. Evaluation of Students -- the teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the West Milford Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without discussion with the teacher, if possible, and noted on the permanent record that a change has been made.

H. Criticism of Teachers -- Any question or criticism by a supervisor, administrator or Board member of a teacher and his

instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

Article 20.

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time 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-1 et seq., its amendments and supplements thereto; and the Board further agrees to furnish to the Association in response to reasonable requests from time to time available information not of a confidential nature, that shall assist the Association in developing intelligent, accurate, informed and constructive educational programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, or conferences with the Board or Administration, and such relate to and are 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 right, with approval of the principal, to use school buildings at all reasonable hours shall be continued.

D. The present Board practice which allows the Association the right, with approval of and by prior arrangement with the principal to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable time, when such equipment is not otherwise in use, shall be continued. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

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 shall be given to the building principal, but no approval shall be required. Any material shall first be initiated by the appropriate WMEA officer.

F. The present Board practice which allows the Association the right to use the inter-school mail facilities and school mail boxes shall be continued.

G. Provisions for an Association Orientation Day prior to the opening of school shall be granted.

H. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

I. The Board agrees that its officers and administrative staff will not in any way intimidate, coerce, or discriminate against any member of the Association, and in connection with any of its legal activities, included but not limited to the initiation of or the proper processing of grievance, or in the participation in collective negotiations.

J. The Board shall grant the President of the Association three (3) planning periods per week (no more than one a day) in which to conduct Association business, scheduling to be worked out by the principal and the President.

K. If authorized by the teacher, monies related to the Summer Payment Plan shall be placed in an interest bearing account which shall be forwarded to the Association for funding of the WMEA Scholarship Fund. It is understood that this arrangement is contingent upon one hundred percent (100%) participation of those enrolled in the Summer Payment Plan.

Article 21.

TEACHING HOURS and TEACHING LOADS

A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by initialing the appropriate column of the faculty "sign in" roster.

2. No teacher shall be required to report for duty earlier than (15) minutes before the opening of their pupils' school day and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day. On Friday, or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

B. 1. Teachers shall have a daily duty-free lunch period of at least the following lengths:

- a. Elementary School -- 30 minutes
- b. Middle School -- 30 minutes
- c. Senior High School -- 1 full period

C. Substitutes will be hired, whenever possible, for Elementary Special Area teachers when they are absent.

Article 22.

TEACHER EVALUATION

A. 1. A teacher shall have the right, upon request, to review the contents of his personal files and to receive copies at Teacher's 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 indicate 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.

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the 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.

3. 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 is not available for the teacher's inspection.

B. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person whether or not used in any manner in evaluating a teacher, 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/or rebut such complaint, and shall have the right to be represented by the Association at any meeting or conferences regarding such complaint.

C. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise.

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 any conference to discuss it. No such report shall be submitted to the central office, placed in a teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

Article 23.

TEACHERS' FACILITIES

A. Upon request of the Association, vending machines shall be placed in the Teachers' lounge and Teachers' luncheon areas. The profits from all such machines shall be placed in the WMEA treasury. The Association assumes full responsibility for the vending machines, both as to cost of installation and maintenance.

Article 24.

EXTENDED LEAVES OF ABSENCE

A. 1. Any regularly appointed member of the teaching staff who is a married woman and who is pregnant shall file with the Superintendent of Schools, not later than five (5) months before the expected birth of the child, an application for a maternity

leave, together with a physician's certificate setting forth the date of the expected birth. She shall be eligible thirty (30) days hence to receive, upon the recommendation of the Superintendent of Schools, maternity leave, without pay, for two (2) calendar years and such additional time as will permit the leave of absence to terminate on the following August 31st. This leave shall not accrue to a non-tenure teacher.

2. The Superintendent of Schools, for proper cause and upon application of the teacher, may recommend the termination of the leave for approval of the Board of Education prior to its proper date of termination.

B. 1. Should any teacher absent on maternity leave develop any illness or malady as a result of such pregnancy and be unable to resume her work at the end of her said leave because of such illness or malady, she may be granted further leave of absence, not to exceed one (1) year, without pay, upon the recommendation of the school physician of the Board of Education, until she has recovered from such illness.

2. Any tenure 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.

3. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the West Milford Township School District in the areas of her certification or competence.

C. A leave of absence without pay of up to one (1) year shall be granted to tenure 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 for up to one (1) year may be granted to a non-tenure 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.

D. In 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.

E. 1. 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.

2. All benefits to which a teacher was entitled at

certain criminal actions. Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the board of education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

C. 18A:6-1 Corporal punishment of pupils. No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment use and apply such amounts of force as is reasonable and necessary;

1. to quell a disturbance, threatening physical injury to others;
2. to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
3. for the purpose of self-defense; and
4. for the protection of person or property; and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, by-laws, rule, ordinance or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

D. Teachers shall not be required to work under unsafe or hazardous conditions which would endanger their health, safety, or well being. In the event of any disorder or disturbance which would disrupt the regular school program, the Association shall have the right to meet with the Board or its representatives to develop mutually acceptable programs to guarantee the safety of students, teachers and property.

E. 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.

F. 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 the possession of the superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police and the courts.

G. A school nurse shall be scheduled to be in each building for the entire school day as heretofore defined in Article 21, Section A of this Agreement.

Article 27.

PERSONAL and ACADEMIC FREEDOM

A. The personal life of a teacher is not an appropriate concern or attention 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 the lack thereof shall be grounds for any discipline 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 28.

SUPERVISION OF STUDENT TEACHERS

A. MUTUAL RESPONSIBILITY -- The Board and the Association mutually recognize that the education of children of the West Milford Township School District is their primary responsibility.

The Board and the Association further recognize their responsibility to assist in the effective training of future teachers under the highest standards.

B. PROCEDURES -- The following procedures shall govern the supervision of student teachers:

1. Tenure -- No teacher shall have a student teacher under his supervision unless said teacher has obtained tenure status within this system or has prior experience totaling five (5) years, one (1) year of which has been completed within this system.

2. Voluntary Participation -- Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.

3. Academic Record of Student Teachers -- Prior to the assignments of student teachers, the superintendent shall provide each prospective cooperating teacher with a transcript of a student's college courses and grades to date, statements relative to his academic proficiency from not fewer than three (3) of his college instructors, and a statement from his teaching supervisor assessing his potential strengths and weaknesses in the classroom.

4. Release Time -- Each cooperating teacher shall be provided with released time with pay for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.

5. Assignments -- A cooperating teacher shall not be given additional assignments outside of his regular responsibilities during the period he is supervising a student teacher.

6. Materials and Supplies -- Each student teacher shall be provided with appropriate materials and supplies including, but not limited to, a copy of each textbook used in any course he is teaching, a copy of this Agreement, a copy of Board and building policies, and a grade book.

7. Eligibility to Teach -- A student teacher shall teach only in areas for which he will be eligible for certification.

8. Substitution -- A student teacher shall not be used as a substitute teacher.

Article 29.

MISCELLANEOUS

A. Teachers shall not be responsible for the cleaning and maintenance of the faculty rooms.

B. Released time shall be provided for teachers who must travel out of town to complete requirement for the Board's physical examination.

C. 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 exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

D. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by practice, rules, regulation or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Board practice shall not be interpreted or construed to mean isolated or occasional practices or practice in the discretion of the Board, detrimental to the operation of the West Milford Township School System.

E. 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 subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. 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, shall be controlling.

G. Within thirty (30) days after the Agreement is signed, the Board shall print and distribute this Agreement at its expense provided that the Board shall, at its discretion, determine the type and method of printing or reproduction. The Agreement printed shall contain a title page, designating the names of the members of the Board, of the officers of the Association, and of the members of the respective negotiations committees. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

H. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association to Board, Route 23 and Clinton Road, Newfoundland, N.J. 07435.
2. If by Board to Association, P.O. Box #526, West Milford, N.J. 07480.

Article 30.

LENGTH OF AGREEMENT

This Agreement shall be effective for two (2) school years from July 1st, 1972 to June 30th, 1974 with the exception that:

Articles 1, 8, 11, 12, 15, 16 and 17 shall be subject to renegotiation for the 1973-74 school year. Any other clauses in this Agreement may be renegotiated by mutual agreement. Both parties further agree to renegotiate the entire contract or any portions thereof should there be a new system of school finance and/or the probability of an extended school year.

BOARD OF EDUCATION OF THE
TOWNSHIP OF WEST MILFORD,
IN THE COUNTY OF PASSAIC

By Frank Cardinale
Frank Cardinale, President

ATTEST:

Edward F. Vogel, Secretary

WEST MILFORD EDUCATION ASSOCIATION, INC.

By John Neary
John Neary, President

ATTEST:

Edward F. Vogel, Secretary

We, Frank Cardinale and Edward F. Vogel, President and Secretary, respectively, of the Board of Education of the Township of West Milford, in the County of Passaic, do hereby certify that the within Agreement, with all of its Articles and Provisions, was ratified and approved by the said Board of Education at a meeting duly called and held at the West Milford High School on April 24, 1972.

Frank Cardinale
Frank Cardinale, President

Edward F. Vogel
Edward F. Vogel, Secretary

We, John Neary and Joanne Kuenzel President and Secretary, respectively, of the West Milford Education Association, Inc. do hereby certify that the within Agreement, with all of its Articles and Provisions, was ratified and approved by the members of the said West Milford Education Association, Inc., at a meeting duly called and held at the West Milford High School, on March 13, 1972.

John Neary
John Neary, President

Joanne Kuenzel
Joanne Kuenzel, Secretary