

**NEGOTIATED AGREEMENT**  
**Between the**  
**MILLTOWN BOARD OF EDUCATION**  
**And the**  
**MILLTOWN EDUCATION ASSOCIATION**  
**For the school years**

**2009-2010, 2010-2011 and 2011-2012**

**July 1, 2009 to June 30, 2012**

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**PREAMBLE**

This Agreement is effective the first day of July, 2009 between the BOARD of Education of Milltown, New Jersey, hereinafter called the BOARD and the Milltown Education Association, Incorporated, hereinafter called the ASSOCIATION, witnesseth:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement:

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I**

**RECOGNITION**

- A. The BOARD hereby recognizes the ASSOCIATION as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated non-administrative personnel, as well as all full-time contracted 12 month secretarial, custodial, 10 month secretarial, and computer technology staff. Specifically excluded from this agreement are all part-time aides, (library aides, lunch aides, teacher aides), part-time van drivers and part-time custodians, Secretary to the Superintendent, confidential clerk-typist, Bookkeeper-Payroll Specialist, other Central Office personnel, and Confidential Secretary to Supervisor of Educational Programs.
- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all staff members represented by the ASSOCIATION.

**ARTICLE II**

**NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations for a successor Agreement according to the time table established by the Public Employment Relations Commission.
- B. The BOARD shall make available to the ASSOCIATION for inspection, all pertinent public records of the Milltown School District.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**A. Definition**

A grievance is an appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting the employees terms and conditions of employment.

**B. Purpose**

1. The purpose of this procedure is to resolve differences concerning the rights of the parties concerning terms and conditions covered by this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee 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.

**C. Procedure**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at any level should be considered as maximum and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement if necessary.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.
3. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall constitute acceptance of the decision rendered at that step.
4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.
5. The employee may be represented at all stages of the grievance procedure by him/herself, or, at his/her option, by a representative selected or approved by the ASSOCIATION. When an employee is not represented by the ASSOCIATION, the ASSOCIATION shall have the right to be present and submit its viewpoint in writing.

6. Until such time as a grievance is properly determined, any employee including the grievant, shall continue to perform his or her duties in accordance with administrative directives, BOARD policies, and this Agreement.

7. Level One

An employee with a possible grievance shall first discuss the matter informally with his or her immediate supervisor within ten (10) school days of its occurrence.

(a) If, as a result of this discussion, the matter is not resolved to the satisfaction of the employee, he/she shall within ten (10) school days, set forth his/her grievance in writing to his/her immediate supervisor, specifying the following:

(1) Name and date of filing

(2) The nature of the grievance

(3) If the grievance concerns the alleged misapplication or misinterpretation of this Agreement, cite point in question by Article, paragraph number and page number.

(4) The nature and extent of injury, loss or inconvenience and the basis of his/her dissatisfaction with the decision previously rendered.

(5) The corrective action desired.

(b) The immediate supervisor shall attempt to resolve the matter as quickly as possible and in any case shall communicate his/her decision and reason to the employee in writing within ten (10) school days of receipt of the written grievance.

8. Level Two

No later than five (5) school days after receipt of the immediate supervisor's written decision, the employee may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing and must state the grievance submitted to the immediate supervisor as specified above and the employee's reason(s) for dissatisfaction with the decision. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period of ten (10) school days. The Superintendent shall communicate his/her decision and reason in writing to the grievant and the ASSOCIATION.

9. Level Three

If the grievance is not resolved to the employee's satisfaction, he/she may request a review by the BOARD. This request must be submitted no later than five (5) school days after the receipt of the Superintendent's decision and shall include the reasons for the dissatisfaction. The request shall be submitted in writing to the BOARD through the Superintendent as ex officio member of the BOARD. The BOARD shall review the grievance, and shall hold a meeting with the employee and shall render a decision within ten (10) school days of receipt of the grievance by the BOARD. The BOARD will render its decision and reason in writing to the grievant and the ASSOCIATION.

10. Level Four

- (a) If the grievance deals with an alleged misapplication or misinterpretation of this Agreement, and the grievant is not satisfied with the disposition of his/her grievance at Level Three, he/she may request in writing, not later than five (5) school days after receipt of the BOARD'S decision, that the ASSOCIATION submit his/her grievance to arbitration. The ASSOCIATION may submit the grievance to arbitration by written notice to the Superintendent no later than fifteen (15) school days after receipt of the request.
- (b) Within ten (10) school days after receipt of such written notice of submission to arbitration, the BOARD and the ASSOCIATION shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon a mutually acceptable arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association or Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association.
- (c) The arbitrator so selected shall confer with the representatives of the BOARD and the ASSOCIATION and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the BOARD and the ASSOCIATION and shall be final and binding on the parties.
- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and the 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.

D. **Binding Arbitration**

Only grievances dealing with alleged misapplication or misinterpretation of the Agreement shall be submitted to binding arbitration. Decisions on all other grievances shall be concluded on Level Three of the Grievance Procedure.

**E. Group Grievances**

A grievance affecting a group of employees may be submitted in writing at the lowest appropriate level by the ASSOCIATION provided said grievance is listed by the aggrieved and is signed by one of the aggrieved. The BOARD or its representative may combine identical grievances and treat them as a group grievance.

**ARTICLE IV**

**SALARIES**

- A. The salaries of all employees covered by this Agreement are set forth in Schedules "A" through "F" which are attached hereto and made a part hereof.
- B.
  - 1. Employees shall be paid during their work year in equal semi-monthly installments.
  - 2. Teachers may individually elect by the first day of school to have ten (10) per cent of their monthly salary deducted from their pay for a summer payment plan, deposited by the BOARD in an interest bearing account. It is the teacher's responsibility to open said account.
  - 3. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last work day of the pay period.
  - 4. Upon completion of the immediate supervisor's checkout list, teachers shall receive their final checks.
  - 5. The District has available direct deposit of payroll checks for all members of the Association. Although direct deposit is not mandatory for employees, the Board encourages all members to consider this benefit.
  - 6. The Board will provide clerical assistance for necessary payroll deduction for a voluntary program of Tax-sheltered annuities for all employees desiring the same. This assistance is limited to a maximum of ten underwriting companies in any given contract.

- C. All teachers are to be placed on the proper step of the guide, upon submission of necessary credentials to the Superintendent. Changes shall become effective in February or June retroactive to completion of course work. Notice of anticipated completion of credits shall be provided in writing to the Superintendent by February 1 so that any increase in salary can be accommodated in the budget.
- D. All teachers working for the BOARD prior to July 1st, 1986 will receive a \$200 tenure increment upon attainment of their 4<sup>th</sup> contract year.
- E. Salary Schedule
  - 1. The BOARD of Education may withhold, for good cause, the employment increment of a teacher in compliance with N.J.S.A. 18A:29-14 withholding increments; causes; notice of appeals.
  - 2. The BOARD of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any teacher in any year by a majority vote of all the members of the BOARD of Education. It shall be the duty of the BOARD of Education, within ten (10) days, to give written notice of such action, together with the reasons therefore to the teacher concerned. The teacher may appeal from such actions to the Commissioner under rules prescribed by him/her. The commissioner shall consider such appeal and shall either affirm the action of the BOARD of Education or direct that the increment be paid. The Commissioner may designate an Assistant Commissioner of Education to act for him/her in his/her place and with his/her powers on such appeals. It shall not be mandating upon the BOARD of Education to pay any denied increment or any future years as an adjustment increment.
  - 3. In accordance with N.J.S.A. 18A:29-14 (withholding of increment) employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties during school hours or in an official capacity, and only in accordance with the following:
    - (a) That the procedures be adhered to as outlined in Article XVIII, "Employee Evaluation."
    - (b) The employee shall be given written notification which has enumerated alleged causes and recommendations for improvement no later than the same date as set forth by New Jersey statute to notify employees of their contract and salary status for the ensuing year. If an unusual situation arises wherein it is determined that such increment(s) must be withheld after the passage of said date, the president of the ASSOCIATION shall be notified as to the unique circumstances for such withholding.
    - (c) If satisfactory improvement is not shown, a written notice of intention to withhold increment shall be issued. This action shall not be taken later than the issuance of contract.



- (d) Any action by the BOARD to withhold increment or part thereof for predominantly disciplinary reasons shall be subject to appeal to arbitration as set forth in Article III of this Agreement. The arbitrator shall have the authority to restore all or part of the increment withheld retroactively.
- F. The existing longevity program shall continue in its present form for only those currently employed. Those hired after June 30, 1998 shall not be entitled to the longevity benefits set forth in the contract.
- G. The following shall be the salary increases for the life of this Agreement:
  - 1. 2009-2010 – 3% increase, inclusive of increment. Salary guides have been mutually developed.
  - 2. 2010-2011 – 0% increase to the total salary in 2009-2010 (inclusive of increment). Salary guides have been mutually developed.
  - 3. 2011-2012 – 2.25% increase to the total salary in 2010-2011 (inclusive of increment). In May 2011 the Association shall be permitted to 're-work' the agreed upon salary guides. Salary guides are to be mutually agreed upon and developed.

## ARTICLE V

### INSURANCE PROTECTION

The BOARD shall provide health benefit coverage to include "health-care," "dental," and "prescription drug," insurance as stipulated below for all employees:

- A. "Health Care"
  - 1. For the 2009-2010 school year, Health Care benefits shall be applied as follows:
    - (a.) Provisions of the health care insurance program shall be detailed in the master policies and contracts agreed upon by the BOARD and ASSOCIATION and shall include all items covered in the Horizon Blue Cross/Blue Shield or equivalent.
    - (b.) Individuals who are hired after May 25, 1995, shall be entitled to single coverage of any insurance benefit (medical, dental, prescription) provided to BOARD employees, until they have been employed by the BOARD for three years. At the start of their fourth year of employment, they shall be entitled to full family coverage. Employees who are not eligible for full family coverage shall have the right to purchase at their own expense, coverage for their family members. Effective July 1, 1998 the health care medical premium paid by the BOARD shall be capped at the CIGNA rates that were in effect during the 1996/97 school year, specifically:

|               |            |
|---------------|------------|
| Employee only | \$2,503.08 |
| Parent-Child  | \$5,459.76 |
| Husband-Wife  | \$5,459.76 |
| Family        | \$6,382.08 |

Any premium increases after July 1, 1998, in excess of the above rates, shall be borne twenty percent (20%) by the individual employee and eighty percent (80%) by the BOARD.

- (c.) For each employee who remains in the employment of the BOARD for the full school year, the BOARD shall make payment of insurance premiums as specified in the Horizon Blue Cross/Blue Shield, or equivalent. It should be noted that in accordance with eligibility and policies an employee has the option of choosing between the Horizon Blue Cross/Blue Shield Traditional or POS Plans, or equivalent.
2. For the 2010-2011 and 2011-2012 school years, Health Care benefits shall be applied as follows:
- (a.) Provisions of the health care insurance program shall be detailed in the master policies and contracts agreed upon by the BOARD and ASSOCIATION and shall include all items covered in the Horizon Blue Cross/Blue Shield or equivalent.
  - (b.) Individuals who are hired after May 25, 1995, shall be entitled to single coverage of any insurance benefit (medical, dental, prescription) provided to BOARD employees, until they have been employed by the BOARD for three years. At the start of their fourth year of employment, they shall be entitled to full family coverage. Employees who are not eligible for full family coverage shall have the right to purchase at their own expense, coverage for their family members.
  - (c.) In accordance with P.L. 2010, Chapter 2 all employees shall contribute one and a half percent (1.5%) of their base salary towards the cost of health insurance premiums. These health insurance premiums shall include those for "health care," "dental care" and "prescription drug" coverage.
  - (d.) For each employee who remains in the employment of the BOARD for the full school year, the BOARD shall make payment of insurance premiums as specified in the Horizon Blue Cross/Blue Shield, or equivalent, subject to the employee contributions set forth in paragraph 2C above.
  - (e.) Beginning July 1, 2010, in accordance with eligibility and policies an employee is entitled to enrollment in the Horizon Blue Cross/Blue Shield POS Plans only. The Board shall no longer offer 'Traditional' coverage. All members enrolled in Traditional coverage prior to July 1, 2010 shall move to POS. No current or future Association members shall be permitted to elect Traditional coverage.

B. "Dental Care"

1. For the 2009-2010 school year, Dental Care benefits shall be applied as follows:
  - (a.) Provisions of the dental care insurance program shall be detailed in the master policies and contracts agreed upon by the BOARD and the Association and shall include all items covered in the Blue Cross/Blue Shield Dental Plan or equivalent.
  - (b.) The premiums in effect during the 2003-2004 school year will be the BOARD'S maximum liability under the provision. Any additional increases must be negotiated in successor agreements. For each employee who remains in the employment of the BOARD for the full school year, the BOARD shall make payment of insurance premiums as specified in the Blue Cross/Blue Shield Dental Plan or equivalent. Specifically, the Board's contribution shall not exceed:

The dental caps are as follows:

|               |            |
|---------------|------------|
| Employee only | \$612.12   |
| Parent-Child  | \$926.60   |
| Husband-Wife  | \$926.60   |
| Family        | \$1,442.68 |

2. Beginning July 1, 2010 this insurance premium as referenced in Article A.2.c. payment shall be subject to 1.5% of that employee's base salary.

C. "Prescription Drug"

1. Provisions of the prescription drug program shall be detailed in the master policies and contracts agreed upon by the BOARD and the ASSOCIATION and shall include all items covered in the Horizon Blue Cross/Blue Shield or equivalent plan \$5.00 generic/\$10.00 name brand Co-payment Insurance Plan. The "generic B" plan shall be the official Board sponsored plan.
2. For each employee who remains in the employment of the BOARD for the full school year, the BOARD shall make payment of insurance premiums as specified in the Horizon Blue Cross/Blue Shield or equivalent plan. Beginning July 1, 2010 this insurance premium payment shall be subject to an employee contribution equal to 1.5% of that employee's base salary as referenced in Article A.2.c.

D. "Waiver"

Employees shall have the option to waive health benefits coverage in exchange for payment by the Board to the employee.

1. For the 2009-2010 school year, waiver payments shall be made in the amount equal to the 2008-2009 premium cost to the Board for a "traditional-single" plan.

2. For the 2010-2011 and 2011-2012 school years, waiver payment shall be made in accordance with P.L. 2010, Chapter 2. As such, employees who provide proof of alternative health insurance coverage may waive coverage with the Board in exchange for a waiver payment. The amount of the waiver payment shall be \$5,000 or 25% of the cost of the premium for the individual employee's eligible plan, whichever is less.
  - (a.) To decline coverage the employee must show proof of coverage from another source to decline and sign a health waiver form.
  - (b.) In the last year of employment, if the employee would qualify for state health benefits on retirement, he/she must return to the district plan.
  - (c.) If the employee loses coverage from another source, said employee shall show proof of lost coverage and will be able to return to the district plan subject to the insurance carriers conditions. He/she will forfeit the compensation.
- E. "Other"
  1. The district must establish an IRS approved plan to allow this compensation to be approved and not injure other employees.
  2. The district will also include in the IRS plan the ability for the employee to pay current medical costs on a pre-tax basis.
  3. Full-time employees will be defined as any unit member who works 20 or more hours per week.

## ARTICLE VI

### SICK LEAVE

- A. All ten-month employees shall be entitled to eleven (11) sick leave days each year. Ten (10) of those are sick days for the employee and the other may be sickness of a family member. Unused sick leave days, up to eleven (11) per year shall be accumulated with no maximum limit.
- B. Twelve-month employees shall be entitled to thirteen (13) sick leave days per year. Twelve (12) of those are sick days for the employee and the other may be sickness of a family member. Unused sick leave days, up to thirteen (13) per year shall be accumulated with no maximum limit.
- C. A physician's certificate will be required after five (5) consecutive days of absence for all employees. In cases considered chronic or persistent in the judgment of the Superintendent, a certificate may be required at any time.

- D. Loss of pay for teacher absence may only be paid to a substitute, when such absence is due to an illness in the family (as defined in Article VII, Section E), and provided that all accumulated and allowable personal leave days have been used. This is to apply only to those personnel with a minimum of five (5) years of service in Milltown and the need substantiated by proper documentation. The total time under this clause is not to exceed five (5) days per year.
- E. Employees shall be given a written accounting of accumulated sick leave. Ten-month employees will receive this notification by the end of September. Twelve month employees also will be notified by the end of September. This information will include the current year's available sick leave.
- F. All full-time employees retiring under a State administered retirement system from the District shall be entitled to a supplement compensation payment of \$65.00 per day for each accumulated unused sick leave day credited to such employee as of the last day of employment. Retiring means that the employee has retired from the district and is receiving a pension from a State of New Jersey administered retirement system. Notification of retirement must be given to the Superintendent of Schools on or before December 1 of the school year in which the last day of employment is to be rendered. Payment is due within sixty days of receipt by the Board of proof of the State administered retirement system paying pension benefits to said employee. A supplemental compensation payment for unused accumulated sick leave will be paid by the Board not later than August 1 of the school year in which the last day of employment is rendered. In the event that timely notice was not given to the Superintendent, this payment may be delayed to August 1st of the year following the August 1 in which it would have been paid had timely notice been given. In the event an employee of the Board with ten years or more of service passes away, the above noted benefit would be forwarded to the employee's estate.

## ARTICLE VII

### TEMPORARY LEAVES OF ABSENCE

- A. The availability of personal leave is designed to provide employees with time to take care of personal business.
- B. Employees shall be entitled to a maximum of three (3) personal leave days in any school year. Twelve (12) month secretaries and custodians shall be granted a maximum of four (4) personal days in any school year. An employee shall not be required to give a reason when taking a personal leave day.
- C. There shall be a cap of ten (10) days on the number of personal leave days that an employee may accumulate, however, no more than five (5) consecutive days may be used at any one time. At the start of a new year the employee may start with 13, but at the end of the year any days over 10 shall be converted to sick days.
- D. Except in the case of emergencies, leave application forms shall be submitted in writing to the immediate supervisor forty (40) hours in advance of request.

- E. Five (5) days of bereavement leave with pay for a member of the immediate family; mother, father, son, daughter, husband, wife, brother, sister, mother-in-law or father in-law and other relatives who reside in the immediate household may be granted. Three (3) days of bereavement leave may be granted for a grandparent not a member of the immediate household, with pay.
- F. Professional days may be granted by the BOARD at the discretion of the Superintendent for the following:
  - 1. Up to three (3) days per school year with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- G. Leave shall be granted for up to two (2) weeks per year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid the difference on his/her pay and that which he/she receives from the State or Federal Government.
- H.
  - 1. Any staff member who substitutes for an absent teacher as directed by the administration shall be compensated at the rate referenced in Schedule C. This shall apply only to those teachers who must forfeit a planning period to substitute.
  - 2. Whenever any teacher is requested to substitute in an emergency for another teacher, he/she will be selected from a rotating list to insure equitable distribution of such assignments if possible, and receive this request in writing from his/her immediate supervisor.
- I. In the event of the death of a student or parent of a student in the Milltown School District, the teachers of said student may be given sufficient time off to attend the funeral.
- J. Employees shall be given a written accounting of accumulated personal leave of absence days by the end of September, including current year, assuming current year's employment is completed.

## ARTICLE VIII

### EXTENDED LEAVES OF ABSENCE

- A. Military Leave
  - 1. Military leave without pay shall be granted according to law.
- B. Maternity Leave
  - 1. The Board of Education will grant a leave of absence for maternity reasons to an employee upon written request and upon proper certification of pregnancy by the employee's physician.
  - 2. A non-tenured employee shall not be entitled to a leave of absence beyond the period of the individual's contract.
  - 3. Tenured teacher's maternity leave may not exceed twelve (12) months or the start of the next semester, whichever is longer. Maternity leave will be so arranged that the teacher will return at the beginning of a semester.
  - 4. Tenured secretary's maternity leave may not exceed twelve (12) months.
  - 5. Employees shall submit to the Superintendent written notice that they intend to return to work no later than February 1<sup>st</sup>, for employees who are scheduled to return September 1<sup>st</sup>, and December 15<sup>th</sup>, for employees who are scheduled to return July 1<sup>st</sup>.
  - 6. An employee may continue active service up to the time of her confinement, provided that a statement from the employee's physician indicates her ability to do so.
  - 7. An employee may choose to use accumulated sick days for maternity purposes up to the time a leave is granted.
- C. A leave of absence without pay may be granted for the purpose of caring for a sick member of the teacher's immediate family at the recommendation of the Superintendent and the discretion of the BOARD.
- D. All applications or renewals of leaves shall be applied for and granted or denied in writing.
- E. A leave of absence without pay may be granted to a tenured teaching staff member for one year for educational purposes at the recommendation of the Superintendent and the discretion of the BOARD.
- F. An employee on extended leave of absence shall have the option to retain, at his/her own expense, insurance coverage at group rates provided the carrier agrees.

## ARTICLE IX

### EMPLOYMENT

1. Employees shall be notified of their contract and salary status for the ensuing year consistent with law. Contracts are to be returned to the Superintendent within thirty (30) calendar days.
  2. An employee other than a teacher who is not to be rehired will be personally advised in writing by his/her immediate supervisor of the reason for non-employment prior to the distribution of contracts. If the employee does not agree with the reasons, he/she may request and will be granted an interview with the Superintendent. If the employee is still in disagreement, he/she may request a meeting with the BOARD or a committee thereof.
  3. A non-tenured teacher who is not to be rehired will be personally advised in writing by his/her immediate supervisor of the reasons for non-employment prior to the distribution of contracts to the staff. The remaining procedure shall follow as outlined in Administrative Code, Title 6, Chapter 3, Sub-Chapter 1, adopted January 7, 1976.
  4. The failure or refusal of the BOARD to renew a contract of a non-tenured employee shall not be grievable.
- B. Employees may call anytime up to 7 A.M. on the day of an absence to report unavailability for work. Once an employee has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute, if possible.
  - C. All teachers shall be given written notice of their step-on-guide, tentative class, subject and/or group assignments, tentative building assignments, and tentative room assignments for the forthcoming year not later than the last day of school of the then current school year.
  - D. In the event that changes in such schedules, class, subject and/or group assignments, building or room assignments are proposed after the last day of school of the then current school year, any teacher affected shall be notified promptly in writing. Upon the request of the teacher, the changes shall promptly be reviewed between the immediate supervisor and the teacher affected, and at his/her option, a representative of the ASSOCIATION.
  - E. Employees may be required to use their automobiles in the performance of their duties. With prior administrative approval, they shall be compensated in accordance with law, at the prevailing rate.



- F. Custodial personnel will wear work uniforms (combo shirts, tee shirts, pants, and safety shoes) provided by the BOARD. Gloves, boots, and rain garments will be available at the schools; three (3) sets at Joyce Kilmer School and two (2) sets at Parkview School. Winter coats shall be provided one (1) per contract/or as needed upon approval of the administration. The Board shall order and provide uniforms for Custodians. Custodians are eligible for five (5) pants, five (5) tee shirts, and five (5) combo shirts per year. Custodians who obtain the prior approval of the Educational Facilities Manager will be given up to a \$150.00 safety shoe allowance per year.

## ARTICLE X

### WORK YEAR

The school calendar shall be mutually prepared by the Superintendent and the ASSOCIATION prior to the recommendation to the BOARD. The final decision of adoption of the calendar shall rest with the BOARD.

#### A. Teachers

1. The teachers' in-school work year shall consist of one hundred eighty (180) instructional days, with additional orientation and professional activity time not to exceed four (4) days for teachers on the staff at the end of the previous year and five (5) days for newly employed teachers.
2. Additional days may be added to the calendar to provide for necessary emergency and/or inclement weather days. These additional days shall be dropped when one hundred eighty (180) instructional days have been reached.
3. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

#### B. 12 Month Secretaries, Custodians, and 10-Month Secretaries

##### 1. **Working Hours**

- (a.) The work day for 12 month secretaries shall consist of seven (7) hours, excluding lunch (35 hours per week.) Lunch shall be assignment free and one hour (1) in duration. The hour of the day will be selected by the appropriate supervisor.
- (b.) The work day for custodians shall consist of eight (8) hours excluding lunch (40 hours per week). Lunch Time shall be assignment free and one (1) hour in duration. The hour of the day/evening will be selected by the appropriate supervisor.
- (c.) The work day for the 10 month secretaries shall consist of seven (7) hours, excluding lunch (35 hours per week). Lunch shall be assignment free and one (1) hour in duration. The hour of the day shall be selected by the appropriate supervisor.

2. **Work Year**

- (a.) 12 month secretaries and custodians shall work twelve (12) months.
- (b.) The 10 month secretary shall work ten (10) months.

(1) The ten month secretary shall work ten (10) additional days beyond the last day for teachers, not to exceed June 30<sup>th</sup>.

(2) The 10 month secretary shall be required to work the last two weeks of August at 1/200 salary rate for daily payment.

(3) Additional summer work as needed as a substitute for the 12 month secretary shall be at the 1/200 daily rate.

3. **Vacations**

- (a.) Employees that have not been under employment with the BOARD for more than five (5) complete fiscal years shall receive two (2) weeks vacation. Vacation time shall be prorated based upon date of hire.
- (b.) Employees having sixty (60) months of employment shall be entitled to three (3) weeks vacation. Vacation time shall be prorated based upon date of hire.
- (c.) Employees having two hundred and forty (240) months of employment shall be entitled to four (4) weeks vacation. Vacation time shall be accumulated in the following manner:

6 months = 10 days    12 months = 20 days

- (d.) One week of available vacation time may be taken at any time during September-June by employees entitled to three or more weeks of vacation with the exception of the week prior to the Labor Day weekend. All other vacation time must be taken during (July and August) the summer. Vacation time requests must be submitted in writing to the appropriate supervisor thirty (30) days prior to the requested dates and approved by the Superintendent of Schools. Up to (2) days per year during September-June may be taken without prior approval. A seniority concept will be used if necessary for granting of requests.

4. **Holidays**

- (a.) 12 month secretaries will follow the administrative calendar.
- (b.) Custodial personnel will follow the administrative calendar.
- (c.) 10 month secretaries shall work a ten month calendar in addition to items referenced in Article X B.2.b.

5. **Custodial Overtime**

- (a.) Custodian's work week as defined for payroll purposes shall begin on 12:00 A.M. MONDAY TO 11:59 P.M. Sunday.
- (b.) Custodians shall receive time and a half for all authorized hours worked over 40 paid hours per week, double time for all authorized hours over 40 paid hours per week when asked to work on a Sunday or holiday, double time and a half for all authorized hours worked beyond 8 hours on a Sunday or holiday, and double time after 8 hours for all authorized work on Saturdays.
- (c.) Custodians when called back or in to work for an emergency will work and be paid for a minimum of 4 hours. Call back or call in time relates to unplanned or emergency situations. The hours will be determined from the time a custodian leaves home until the time he/she signs out of work.
- (d.) When call back time exceeds an authorized 4 hours, custodians will be entitled to an \$8.00 food allowance.
- (e.) All overtime and call back time will be issued on a rotating basis whenever possible and practical. Custodians will be expected to stay or report for duty when notified.
- (f.) Night custodians shall receive an additional \$1.00 per hour when schools are in session (180 days) for a total additional payment of \$1,440 per school year paid in 24 installments from July to June.
- (g.) Custodians having received a Black seal License shall move an additional step on the salary guide. Beginning July 1, 2007 and thereafter, the Board will reimburse the full time custodian the annual renewal fee for the Black Seal License.

6. **Secretarial Overtime**

- (a.) 12 month and 10 month secretaries shall receive straight time for all authorized hours worked over 35 up to 40 hours and time and a half for all authorized hours worked over 40.

## ARTICLE XI

### TEACHING HOURS AND TEACHING LOAD

#### A.

1. Teachers shall indicate their presence for duty by initialing the faculty sign-in roster.
2. Teachers shall be required to report for duty ten (10) minutes prior to the starting time of school.
3. Teachers shall be required to be at assigned post five (5) minutes prior to the arrival of their students in the morning, as well as five (5) minutes prior to the arrival of their students for the afternoon session.
4. The teacher's total in-school workday shall end ten (10) minutes after the pupils have been dismissed, except where his/her attendance is required including but not limited to the following: assistance to pupil, parent conference and staff meetings.
5. Each teacher shall work an additional five (5) minutes each day either before or after school. Teachers will be given the opportunity before the start of the school year to select which 5 minute period of time, before or after school they would prefer. The Administration, while maintaining the right to select staff for said assignment, shall endeavor to honor requests in an equitable manner.

- B. The daily teaching load, exclusive of detention, for all teachers shall not exceed five (5) hours and fifty-five (55) minutes.

#### C.

1. Teachers shall have a daily duty-free forty-three minute lunch period. Any teacher who has less than a 43 minute lunch period for 4 or 5 days a week is entitled to an additional prep period per week to compensate for the shortened lunch period.
2. Exception to above "C.1" shall apply to a teacher who has been selected on a rotating basis by his/her immediate supervisor for the purpose of covering the lunchroom, and playground aides in case of emergency. Such a teacher shall hold himself/herself available in his/her base school faculty lounge or a place known to the aides and be ready to assist them if called upon in an emergency.
3. Three (3) teachers at each building shall supervise the arrival and dismissal of students each day for ten (10) minutes prior to the opening and up to ten (10) minutes after the closing of school. These teachers will be assigned in an equitable manner. The additional five minute time assignment may be utilized to extend this period of supervision. One of the a.m. slots may be required to work 20 minutes per day and shall be compensated as described in "Schedule C-Activity Guide" as "Early A.M. Duty".

4. Flex time teaching schedules shall be on a voluntary basis.
5. Teacher Test Coordinator shall have an additional free period per day and a duty free schedule.

D.

1. Teachers will be required to attend, without additional compensation, four (4) evening meetings.
2. Attendance at meetings such as the PTA shall be at the option of the individual teacher. The BOARD and the ASSOCIATION shall, however, encourage participation in such meetings as part of the teacher's professional responsibility.

E. The BOARD and the ASSOCIATION agree that extra-curricular and co-curricular activities can be valuable additions to the system's academic programs.

1. Co-curricular Activities:

Definition: Activities held during the school day.  
Teachers shall be consulted in the planning of the co-curricular program.

2. Extra-curricular Activities:

Definition: Activities held after the school day or during a teacher's lunch period.

(a) Teacher participation in extra-curricular activities shall be voluntary and the rate of pay for each activity shall be set forth in Schedule "B". If no qualified volunteers come forward, the administration may assign staff to these activities.

3. Those teachers supervising seasonal activities shall be paid in one lump sum at the conclusion of the activity. For those activities that run the full length of the school year, the advisor shall be paid half (1/2) of the total on the first pay date in February and final payment will be made the last day teachers are present in June.

4. All extra curricular positions shall be posted yearly.

F.

1. The notice and agenda for any faculty meeting, except in an emergency, should be given to teachers involved at least two (2) school days prior to any meeting.

2. Meetings which take place after the regular in-school work day and which require the teacher's attendance shall not be called, except for emergencies, on a Friday or on any day preceding any holiday, or any other day on which the teacher's attendance is not required at school.

- G.
  - 1. Faculty, departmental, district or group meetings shall not be scheduled more than five (5) a month unless agreed by the teachers involved. Such meetings shall begin no later than fifteen (15) minutes after student dismissal time and shall run no later than one (1) hour fifteen (15) minutes unless for unusual circumstances. Meetings may be extended by agreement of all parties concerned.
  - 2. An ASSOCIATION representative shall have the right to speak to the teachers at the conclusion of any scheduled meeting.
- H. A cooperating teacher shall not be given any additional assignments outside of his/her regular responsibilities during the period he/she is supervising a student teacher.

## ARTICLE XII

### PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

- A. The BOARD and the ASSOCIATION support the principle of continuing training for all teachers and other full-time employees.
- B. The BOARD agrees to implement the following:
  - 1. Payment of 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 session which teacher or other full-time employee is required and/or requested by the administration to take.
  - 2. Payment of tuition reimbursement up to a maximum of twelve (12) credits within one (1) contract year at Rutgers University tuition rates and any required registration fees shall be paid by the BOARD for any approved graduate or improvement courses taken by a teacher or other full-time employee with the prior approval of the Superintendent of Schools.
    - (a) The BOARD will provide \$10,000.00 to be used for tuition purposes for each year of the contract.
  - 3. Payment for the above courses shall be made on the following pay period after proof of the successful completion of each semester's work has been submitted. Successful completion is a grade of B or better or Pass in a pass/fail grading system.
  - 4. The BOARD will pay for any course required books, provided same will be given to the school professional library.
  - 5. Teachers successfully completing the National Board Certification shall receive an additional \$1,000 per year added to their salary. This money shall be counted as salary and pensionable.

## ARTICLE XIII

### PROFESSIONAL RELATIONS COMMITTEE FOR TEACHERS

- A. The BOARD and the ASSOCIATION agree that the purpose of the Professional Relations committee is to provide for an informal discussion group to consider any subject which may improve professional relations or which may improve the educational system by keeping open the channels of communication between the BOARD and the professional staff.
- B.
  - 1. The members of the Professional Relations Committee shall consist of 4 members of the BOARD of Education, the Superintendent of Schools and two (2) representatives of the Milltown Education Association, and one (1) representative from each school.
  - 2. The Superintendent shall serve as chairman of the committee and it shall be incumbent upon him/her to remain as impartial as possible.
- C.
  - 1. The committee shall meet as needed. Meeting dates shall be scheduled as needed at the request of either the BOARD or the ASSOCIATION with ten (10) days notice. An agenda shall be submitted to both parties a calendar week prior to the meeting date. If no agenda is submitted by either party, there shall be no meeting.
  - 2. Establishment of priorities of items on the agenda shall be set by the party submitting the agenda. Should both parties submit an agenda, straws will be drawn to determine who shall establish the first priority, and thereafter the parties will alternate in presenting items to be discussed.
  - 3. Meetings shall be held for two (2) hours. However the meeting may go beyond the two (2) hours if it is mutually agreed that the item under discussion is not resolved.
  - 4. Topics of an agenda not completed at a single meeting shall be placed on the agenda of the next meeting.
  - 5. Members of the committee shall receive minutes of the meeting as quickly as possible after the meeting.
  - 6. The BOARD and the ASSOCIATION shall consider and study all recommendations submitted by the Professional Relations Committee for action.

## **ARTICLE XIV**

### **BOARD RIGHTS**

- A. The BOARD reserves to itself sole jurisdiction and authority over matters of policy and retains its authority, (subject only to the limitations imposed by New Jersey school laws).
  - 1. To direct employees of the school district.
  - 2. To hire, promote, transfer, assign and retain employees in positions in the school district, and for just cause to suspend, to demote discharge or take other disciplinary action against employees.
  - 3. To relieve employees from duty because of lack of work or other legitimate reasons.
  - 4. To maintain the efficiency of the school district operations entrusted to them.
  - 5. To determine the methods, means and personnel by which such operations are to be conducted.
  - 6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. It is understood by all parties that the ASSOCIATION and the BOARD expressly agree that negotiations will be conducted without the use of pressure tactics or any practice generally defined with the term "sanctions."
- C. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- D. The parties agree to follow the procedures outlined in the Agreement, and to use no other channel to resolve any questions or proposal until the procedures within this Agreement are fully exhausted.

## **ARTICLE XV**

### **ASSOCIATION RIGHTS**

- A. Representatives of the ASSOCIATION, the New Jersey Education Association, the National Education Association, and the Middlesex County Education 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. The Central Office shall be notified in advance of the time and place of all such meetings. No such meeting shall be held without the approval of the Central Office.



- B. The ASSOCIATION and its representatives may use school buildings at reasonable hours for meetings. The Central Office shall be notified in advance of the time and place of all such meetings. No such meeting shall be held without the approval of the Central Office.
- C. The ASSOCIATION may use school facilities and equipment, including typewriters and duplicating machines, at, reasonable times when such equipment is not otherwise in use and upon approval of the building principal.
- The ASSOCIATION shall pay for the cost of all materials and supplies incident to such use.
- D. The ASSOCIATION may have, in each building, the use of a bulletin board in each faculty lounge. The ASSOCIATION may also be assigned adequate space on the bulletin board in the Central Office for ASSOCIATION notices. The building principal shall initial all materials to be posted on Central Office bulletin boards.
- E. The ASSOCIATION may have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. It further agrees to indemnify and hold harmless the BOARD OF EDUCATION from any legal action which may be brought with regard to the ASSOCIATION'S use of inter-school mail facilities. However, it is clearly understood that this provision has no force or effect if the BOARD fails to allow:
1. Grievances
  2. Correspondence from the ASSOCIATION
  3. Dues monies for the ASSOCIATION
  4. Negotiated Agreements
  5. Any other ASSOCIATION communication related to representation to be sent through inter-school mail.
- F. Whenever any representative of the ASSOCIATION or any teacher participates with the administration during working hours in negotiations, grievance procedures, conferences or meetings, he shall suffer no loss of pay, providing the meeting was mutually scheduled by the Administration and the Association.
- G. The person serving as president of the ASSOCIATION shall be exempted from the AM/PM duty rotation during his/her tenure in office. The schedule shall be carried out by the remainder of the teaching staff during normal rotation of this duty. This exemption is strictly limited to the traditional AM/PM duty assignment of supervising students arriving to school in the AM or departing from school in the PM.

## ARTICLE XVI

### EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, the BOARD hereby agrees that every employee covered by this Agreement shall have the right freely to organize, join and support the ASSOCIATION and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protections. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the BOARD undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States. That it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the ASSOCIATION and its affiliates, his/her participation in any activities of the ASSOCIATION and its affiliates, collective negotiations with the BOARD, or his/her institution of any grievance, complaints or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, 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 herein set forth.
- D.
1. The employee shall have the right upon 24 hours notice to request to review the contents of his/her personnel file and to receive copies of any document contained therein. The employee shall be entitled, at his/her option, to have a representative of his/her choosing from the ASSOCIATION to accompany him/her during such a review.
  2. No material shall be placed in the personnel file without the knowledge and signature of the employee. An employee's signature shall not indicate agreement, rather the signature shall indicate that an employee has read the document.
  3. The employee shall have the right to submit a written answer or comment if any, to such material within ten (10) school days. His/her answer shall be reviewed by the Superintendent, attached to the file, and be made a part of his/her file.

E. Administrators will be encouraged to place in the employee's file information of a positive nature indicating special competencies, achievements, performance or contributions of an academic, professional or civic nature of the employee. Pertinent information shall be furnished by the employee.

F.

1. In an attempt to resolve problems at the lowest level, the BOARD and its agents shall encourage parties making a complaint to discuss the issue(s) surrounding their complaint with the employee(s) involved. While the ASSOCIATION recognizes that the BOARD cannot compel any complaining party to meet with the employee(s) involved, the BOARD will make every effort to encourage the parties to meet and discuss the issue(s) in dispute.
2. In the event the problem is not resolved to the satisfaction of both parties, it shall be referred to a meeting between the teacher, said person and the immediate supervisor, whenever possible.

## **ARTICLE XVII**

### **PERSONAL AND ACADEMIC FREEDOM**

- A. The personal life of a teacher is not an appropriate concern for attention of the BOARD except as it may directly affect the teacher in the proper performance of the employee's assigned duties during the work day or in school sponsored extra curricular activities outside of the normal work day.

## **ARTICLE XVIII**

### **EMPLOYEE EVALUATION**

- A. The person being evaluated must be a partner in the evaluation, with full knowledge of the procedure, qualifications of the evaluator, and the findings thereof.
1. Non-tenured teachers shall be evaluated a minimum of three (3) times per year, preferably every eight (8) weeks but not less than once each semester. Each observation required by law shall be conducted for a minimum duration of one (1) complete subject lesson. The first observation shall begin no later than October 31st.
  2. Tenured teachers shall be evaluated a minimum of fifteen (15) minutes.
  3. No official evaluation will take place on the day before a holiday.
  4. The evaluator shall use the evaluation form adopted by the BOARD for all official evaluations of teachers.

5. Any items which indicate a deficiency shall be explained, stating the reason and specific suggestions for improvement. The report shall also include strengths of the teacher as evidenced during the period observed as well as strengths and improvements which have taken place and have been observed since the previous report.
  6. A copy of the evaluation shall be given to the teacher within ten (10) school days of the time in which the observation was made.
  7. A conference will be held between teacher/supervisor within ten (10) school days of the time the teacher received a copy of the written evaluation.
  8. If there is a mutual agreement between teacher and supervisor that there is an erroneous statement in the evaluation, said statement shall be stricken from the observation report and the report rewritten to exclude the erroneous statement.
  9. The teacher observation form, and appropriate teacher comments if desired shall be signed\* and returned to administration within five (5) school days of its receipt.  
\*A signature on the report does not necessarily indicate agreement with the contents thereof.
  10. Any supplemental evaluation shall follow the steps as outlined in this section beginning with A-6.
- B. The purpose of the annual evaluation is to promote professional excellence, improve the skills of the teaching staff members, improve student learning and growth and provide a basis for the overall review of the teacher's performance. The annual summary conference should be conducted in an atmosphere conducive to positive growth.

#### Teachers (Annual Summary Conference)

##### 1. Tenured

The annual summary conference will take place for each tenured teacher prior to the close of the current school year. A conference shall be held within (5) school days after the teacher receives the annual summary report. Appropriate conference comments shall be added to the annual summary report by the supervisor. The finalized annual summary report shall be forwarded to the appropriate supervisor within five (5) school days after its receipt, providing the teacher does not wish to add additional data. Any additional performance data not prepared by the supervisor may be entered into the record by the teaching staff member within ten (10) school days of receipt of the finalized annual summary report. The annual written performance report, and appropriate teacher comments shall be signed\* and returned to the administrator before the end of the current school year.

##### 2. Non-tenured

All non-tenured teachers shall receive their annual written performance report prior to April 1st. A post annual written performance report conference may be held as desired. Said conference, if the employee desires, shall occur within five (5) school

days after the teacher received the annual report. The annual written performance report, conference report if held, and appropriate teacher comments, if desired, shall be signed\* and returned to the administrator within ten (10) school days of receipt.

\*A signature on the report does not necessarily indicate agreement with the contents thereof.

- C. The individual Professional Improvement Plan is a written statement of actions developed by the supervisor and the teaching staff member to correct deficiencies or to continue professional growth.
  - 1. Teacher's PIP (Professional Improvement Plan)
    - (a) If the Professional Improvement Plan cannot be developed mutually during a conference, then subsequent meeting(s) shall be arranged.
    - (b) When no significant areas of weakness are identified, the Professional Improvement Plan should be used to provide general guidance for voluntary professional development.
  - 2. Secretaries, Custodians, and Secretarial Assistant
    - (a) All employees shall be evaluated at least twice a year by those persons designated by the Superintendent.
    - (b) All employees will be given a copy of their evaluations. A conference will be held between the parties for the purpose of discussing the evaluation. An employee may attach additional comments to the report if he/she so desires, and return said report signed\* to the appropriate supervisor.  
  
\*A signature on the report does not necessarily indicate agreement with the contents thereof.
  - 3. Evaluation reports shall, where weaknesses are noted, include suggestions for performance improvement.
  - 4. Interested employees will have an opportunity to provide administration with input related to the evaluation form.

**ARTICLE XIX**  
**STAFF FACILITIES**

- A. The BOARD shall provide for the installation of a phone extension in each school for the use of the staff in order to insure privacy in making school-related phone calls.
- B. The BOARD shall provide for the installation of an air conditioner in the staff room of each school.
- C. The BOARD shall provide for the installation of a refrigerator in the staff room of each school.

**ARTICLE XX**  
**NON-TEACHING DUTIES**

- A.
  - 1. Every reasonable effort shall be made to schedule teachers in a manner which will allocate preparation time, subject matter areas, and preparation periods as equitable as possible consistent with sound educational practice and administrative feasibility.
  - 2. Membership on committees shall be filled by volunteers. If additional committee members are required, they may be selected by the Superintendent in an equitable manner. The chairperson of a committee shall be selected by the committee members.

**ARTICLE XXI**  
**SUMMER SCHOOL**

Terms and agreements will be negotiated by the BOARD and the ASSOCIATION when summer school is re-implemented.

## ARTICLE XXII

### HOME/BEDSIDE INSTRUCTION

Full-time Milltown Staff members who are employed after the normal in-school work day to give home or bedside instruction to qualified students shall be paid according to the Activity Guide included in the negotiated agreement. Pursuant to law, expenses such as tolls, mileage, and parking will be paid when vouchers are submitted if instruction takes place outside the borough of Milltown.

## ARTICLE XXIII

### TEACHER TRANSFER

- A. 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 February 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school to which he/she desires to be transferred.
- B. In the event that a teacher objects, an involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate supervisor, if requested. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with said teacher.

## ARTICLE XXIV

### MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held 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.
- B. The BOARD and the ASSOCIATION agree that there shall be no discrimination and that all practices, procedures and the 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 the Agreement on the basis of race, creed, color, religion, national origin, gender, domicile or marital status.

- C.
  - 1. The Superintendent's office shall post notices of all available openings for all employees, vacancies and qualifications for positions such as extra curricular, positions classified as for extra compensation, federal projects, promotions, transfers, and all information deemed pertinent to the educational staff as soon as possible.
  - 2. All openings and vacancies for positions which occur after the end of the school year during the summer shall be posted in each school, and a copy of the above mailed to the President of the ASSOCIATION. A copy shall be mailed by the office to each teacher who has provided the office with stamped self-addressed envelopes for that purpose.
- D. The BOARD shall type and print two (2) master copies of this agreement. Said master copies shall be initialed by the appropriate representatives of the BOARD and the ASSOCIATION on each page and the agreement shall be signed on behalf of the BOARD by its President and Secretary and on behalf of the ASSOCIATION by its President and Secretary. Copies of the signed agreement may then be duplicated by the BOARD for its members and by the ASSOCIATION for its members. Each party will pay their own costs associated in duplicating the agreement and the ASSOCIATION will be responsible for distributing the agreement to its members now employed or hereafter employed.
- E. Whenever any notice is required to be given by either party to this Agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so in writing at the following addresses:
  - 1. If by the ASSOCIATION, to the BOARD at Parkview School, Violet Terrace, Milltown, New Jersey 08850 or by certified mail to the President of the BOARD's home.
  - 2. If by the BOARD to the ASSOCIATION President by placement in the President's mailbox at the appropriate school during those months school is in session or by certified mail to the President's home address when school is not in session.
- F. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. Neither party shall be required during the term hereof to negotiate or bargain upon any issues whether contained herein or not.
- G. The parties agree that the ASSOCIATION will reimburse the BOARD yearly for billed fees incurred from membership in the New Jersey Business and Industries Association.
- H. Nothing contained herein shall be construed to deny or restrict either party from such rights as they may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to either party hereunder shall be deemed to be in addition to those provided elsewhere.



**ARTICLE XXV**  
**REPRESENTATION**

**A. Purpose of Fee**

If an employee does not become a member of the ASSOCIATION during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the ASSOCIATION for that membership year as allowed by law. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the ASSOCIATION as majority representative.

**B. Amount of Fee**

**1. Notification**

Prior to the beginning of each membership year, the ASSOCIATION will notify the BOARD in writing of the amount of the regular membership dues, initiation fees and assessments charged by the ASSOCIATION to its own members for that membership year. The representation fee to be paid by nonmembers will be as certified by the ASSOCIATION but in no event greater than the legal maximum permitted under the law.

**2. Legal Maximum**

In order to adequately offset the per capita cost of services rendered by the ASSOCIATION as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the ASSOCIATION to its own members less the cost of benefits financed through the dues, fees, and assessments and available to or benefiting only its members. The representation fee may not exceed 85% of the regular membership dues, fees, and assessments because that amount is the maximum presently allowed by law. If the law is changed to allow a greater amount, the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the ASSOCIATION membership year immediately following the effective date of the change or later date if so provided by law.

**C. Deduction and Transmission of Fee**

**1. Notification**

Once during each membership year covered in whole or in part by this Agreement, the ASSOCIATION will submit to the BOARD a list of those teachers who have not become members of the ASSOCIATION for the then current membership year. The BOARD will deduct from the salaries of such teachers, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the ASSOCIATION.

2. Payroll Deduction Schedule

The BOARD will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the list by the BOARD; or
- (b) 30 days after the teacher begins his or her employment in a bargaining unit position, unless the teacher previously served in a bargaining unit position and continued in the employ of the BOARD in a non-bargaining unit position or was being re-employed from a re-employment list in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the teacher's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If a teacher who is required to pay a representation fee terminates his or her employment with the BOARD before the ASSOCIATION has received the full amount of the representation fee to which it is entitled under this Article, the BOARD will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question provided such deduction is permitted by law.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the ASSOCIATION will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the ASSOCIATION.

5. Changes

The ASSOCIATION will notify the BOARD in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the BOARD received said notice or 30 days if paragraph 2 above applies.

6. Indemnification

The MILLTOWN EDUCATION ASSOCIATION hereby agrees to indemnify, defend and save harmless the MILLTOWN BOARD OF EDUCATION from any claim, suit or action, or judgments, including all reasonable costs of defense and legal fees, which may be brought at law or in equity, or before any administrative agency with, regard to or arising out of the payment of a representation fee, or the deduction from the salary or wages of any employee of any sum of money as a representation fee pursuant to the provision of the Agreement. (a) The BOARD will give the ASSOCIATION timely notice in writing of claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and (b) If the ASSOCIATION so requests in writing, the BOARD may surrender to its full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the ASSOCIATION in gathering evidence, securing witnesses, and in all other aspects of said defense.

7. Exception

It is expressly understood that paragraph 6 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful and knowing misconduct by the BOARD.

ARTICLE XXVI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless a successor Agreement has been negotiated according to the terms of this Agreement.
- C. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first written.

MILLTOWN BOARD OF EDUCATION

MILLTOWN EDUCATION ASSOCIATION

By Barbara Pietanza  
Barbara Pietanza, President

By Patricia Lawless  
Patricia Lawless, Co-President

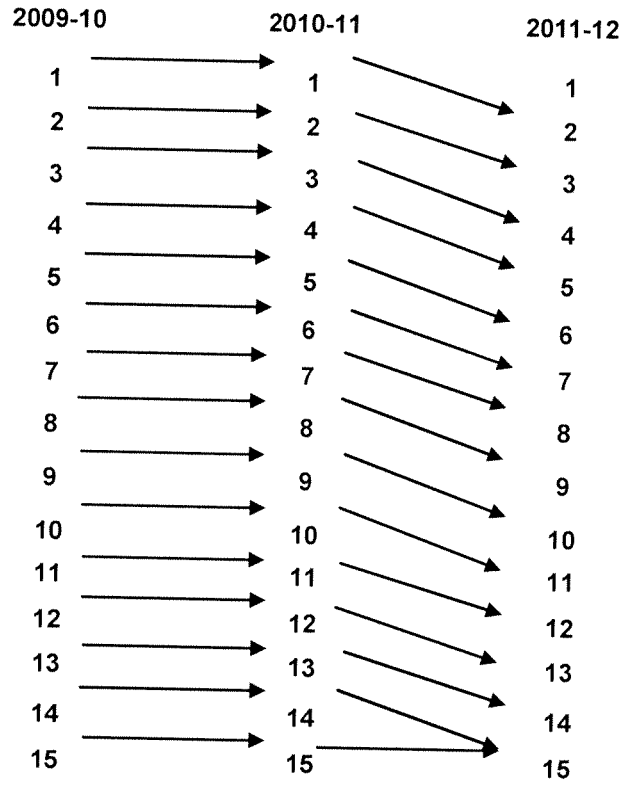
By Susan Teza  
Susan Teza, Co-President

By Philip Paladino  
Philip Paladino, Negotiations Chair

Attest:

By Lorriann Dekovics  
Lorriann Dekovics, Board Secretary

# TEACHERS – PROGRESSION SCALE



SCHEDULE "A"

TEACHERS' SALARY GUIDE

**\*\*\*GUIDES TO BE MUTUALLY DEVELOPED AND AGREED UPON\*\*\***

| MILLTOWN BOARD OF EDUCATION |           |        |        |           |        |        |           |        |        |
|-----------------------------|-----------|--------|--------|-----------|--------|--------|-----------|--------|--------|
| STEP                        | 2009-2010 |        |        | 2010-2011 |        |        | 2011-2012 |        |        |
|                             | BA        | MA     | MA+30  | BA        | MA     | MA+30  | BA        | MA     | MA+30  |
| 1                           | 41,378    | 42,431 | 43,379 | 41,378    | 42,431 | 43,379 | 41,378    | 42,431 | 43,379 |
| 2                           | 41,641    | 42,694 | 43,642 | 41,641    | 42,694 | 43,642 | 41,641    | 42,694 | 43,642 |
| 3                           | 41,904    | 42,958 | 43,906 | 41,904    | 42,958 | 43,906 | 41,904    | 42,958 | 43,906 |
| 4                           | 42,168    | 43,221 | 44,169 | 42,168    | 43,221 | 44,169 | 42,168    | 43,221 | 44,169 |
| 5                           | 42,435    | 43,489 | 44,437 | 42,435    | 43,489 | 44,437 | 42,435    | 43,489 | 44,437 |
| 6                           | 42,952    | 44,006 | 44,954 | 42,952    | 44,006 | 44,954 | 42,952    | 44,006 | 44,954 |
| 7                           | 44,016    | 45,069 | 46,017 | 44,016    | 45,069 | 46,017 | 44,016    | 45,069 | 46,017 |
| 8                           | 45,701    | 46,754 | 47,702 | 45,701    | 46,754 | 47,702 | 45,076    | 46,129 | 47,077 |
| 9                           | 47,808    | 48,861 | 49,809 | 47,808    | 48,861 | 49,809 | 47,183    | 48,236 | 49,184 |
| 10                          | 49,914    | 50,968 | 51,916 | 49,914    | 50,968 | 51,916 | 49,289    | 50,343 | 51,291 |
| 11                          | 53,068    | 54,122 | 55,070 | 53,068    | 54,122 | 55,070 | 52,443    | 53,497 | 54,445 |
| 12                          | 56,860    | 57,914 | 58,862 | 56,860    | 57,914 | 58,862 | 56,235    | 57,289 | 58,237 |
| 13                          | 60,284    | 61,337 | 62,285 | 60,284    | 61,337 | 62,285 | 59,659    | 60,712 | 61,660 |
| 14                          | 63,707    | 64,760 | 65,708 | 63,707    | 64,760 | 65,708 | 63,082    | 64,135 | 65,083 |
| 15                          | 69,345    | 70,386 | 71,334 | 69,345    | 70,386 | 71,334 | 69,845    | 70,886 | 71,834 |
|                             |           |        |        |           |        |        |           |        |        |
|                             |           |        |        |           |        |        |           |        |        |

Salary guides to be mutually agreed upon and developed. However, in May 2011, the Association shall have the right to 're-work' the guides pursuant to Article IV Section G.3.

**LONGEVITY**

Teachers whose employment commenced after June 30, 1998 shall not be entitled to said longevity. Each year of the contract:

- Add \$681.00 if in district 10-14 yrs., (completion of 10 yrs)
- Add \$781.00 if in district 15-19 yrs., (completion of 15 yrs)
- Add \$881.00 if in district 20-24 yrs., (completion of 20 yrs)
- Add \$981.00 if in district 25 yrs. or more, (completion of 25 yrs)
- Add \$606.00 to those teachers base salary that are on steps 11 through 15, but not entitled to longevity.

SCHEDULE "B"

EXTRA CURRICULAR

| <b>Function/activity</b>                   | <b>2009-2012 Stipend</b>                              |
|--|---|
| Night Concerts (2 per annum, fee for each) | \$280   |
| Promotion Rehearsal and Music              | \$420   |
| Intramural (lunchtime) (2 teachers)        | \$843   |
| Yearbook                                   | \$2,043   |
| <b>Athletics *</b>                         |   |
| Athletic Director                          | \$1,964   |
| Basketball (salary range TBD)              | \$2,104   |
| to   | \$2,522   |
| Baseball (salary range TBD)                | \$1,683   |
| to   | \$2,105   |
| Cheerleaders (salary range TBD)            | \$1,116   |
| to   | \$1,403   |
| Soccer (salary range TBD)                  | \$1,683   |
| to   | \$2,105   |
| Softball (salary range TBD)                | \$1,683   |
| to   | \$2,105   |
| Newspaper                                  | \$843   |
| Youth In Government                        | \$843   |
| School Store                               | \$843   |
| 8th Grade Class Advisor                    | \$562   |
| Student Council Advisor                    | \$1,053   |
| Musical                                    | \$2,723   |
| Assistant Musical (can be split)           | \$1,403   |
| Course of Study                            | \$342   |
| Summer Training/In Service (hourly rate)   | \$21  |
| Present workshop (hourly rate)             | \$21  |
| Prepare workshop (hourly rate)             | \$21  |
| Evening Adult School (Plus prep time***)   | \$61  |
| After School Small Group Instruction       | \$28  |
| Summer Work (Spec. Ed.)(hourly rate)       | \$55  |
| Summer Work Instruction (hourly rate)      | \$45  |
| BSI Spec. testing & scoring                | Prorated on annual salary max. 3 days<br>at sub rate. |
| Change assignment/room relocation          |   |
| Mentoring ** (hourly rate)                 | \$19  |
| Special Project Comm. (hourly rate)        | \$38  |

\* Stipend based on a full-season schedule and at least 2 practices per game.

For shorter seasons, the stipend shall be pro-rated.

\*\* Maximum \$500.00

\*\*\* 1 hour presentation plus 2 hours preparation

SCHEDULE "C"

OTHER ACTIVITIES

| <b>Athletic Events</b>           | <b>Approx. Time</b> | <b>Number of Chaperones</b> | <b>2009-2012 Stipend</b> |
|----------------------------------|---------------------|-----------------------------|--------------------------|
| Basketball                       | Per Game            | 2                           | \$44                     |
| Soccer                           | Per Game            | 1                           | \$44                     |
| Softball/Baseball                | Per Game            | 1                           | \$44                     |
| Tournaments                      | Per Game            | TBD                         | \$44                     |
| Time Keepers                     | Per Game            | 1                           | \$44                     |
| <b>Program Shows</b>             |                     |                             |                          |
| Art Show                         | 2 hrs               | 2                           | \$44                     |
| Musical Programs                 | 2 hrs               | 3                           | \$44                     |
| <b>Social Events</b>             |                     |                             |                          |
| Promotion exercise               | 2hrs                | 4                           | \$44                     |
| Promotion Banquet                | 2hrs                | 3 or 4                      | \$44                     |
| Promotion Dance                  | 4hrs                | 3 or 4                      | \$85                     |
| School Dances                    | 2hrs                | 3 or 4                      | \$44                     |
| <b>Special Items</b>             |                     |                             |                          |
| Class Coverage                   | per period          | N/A                         | \$34                     |
| Curriculum guide "A"             | N/A                 | TBD                         | \$2,362                  |
| Curriculum guide "B"             | N/A                 | TBD                         | \$1,012                  |
| Early AM Duty                    | 1.25/hrs/wk         | 1                           | \$28                     |
| GEPA Club                        | 1 hr                | N/A                         | \$33                     |
| Home/Bedside Instr.              | 1 hr                | N/A                         | \$33                     |
| Home/Bedside Prep Per visit      | Per visit           |                             | \$17                     |
| Lunchroom Supervisor             | *Lunch              | 2                           | \$43                     |
| Overnight Chaperones             | 1night/2 days       | 4 to 6                      | \$267                    |
| Overnight Chaperones             | 2nights/3days       | 4 to 6                      | \$547                    |
| School Clubs, tryouts            | 1 hr                | N/A                         | \$21                     |
| Detention                        | 1hr                 |                             | \$21                     |
| Teen Arts Meeting & M.S. of Arts | Per meeting         |                             | \$21                     |
| Library Board Meeting            | Per meeting         |                             | \$44                     |
| Family Science Facilitator (2X)  | 4 sessions          |                             | \$632                    |
| Family Math Facilitator (2X)     | 4 sessions          |                             | \$632                    |

**"A" Guide:** Comprehensive Language Arts (LA,Rdg.Spell,Lib); Mathematics/Algebra; Science (Science/Safety); Social Studies; Comprehensive Physical Education and Health (PE/Health, HIV,Fam Life, Drug/Alcohol, Safety); Computers; and similar sized.

**"B" Guide:** Art; ESL; Music; Foreign Language; Study Skills; Gifted & Talented; PSH; and similar sized.

\* To and from and full length of lunch/playground period irrespective of length of period.

\*\* Stipend is in addition to Board payment/group payment for room and board expenses.

\*\*\* Salary range TBD by Superintendent

**TBD** To Be Determined by Superintendent



**SCHEDULE "D"**  
**12- MONTH SECRETARIES**  
**2009-2012**

| <u>Step</u>  | <u>2009-2010</u> | <u>2010-2011</u> | <u>2011-2012</u> |
|--|------------------|------------------|------------------|
| 1  | 29,332           | 29,332           | 30,032           |
| 2  | 30,396           | 30,396           | 31,096           |
| 3  | 31,461           | 31,461           | 32,161           |
| 4  | 32,525           | 32,525           | 33,225           |
| 5  | 33,590           | 33,590           | 34,290           |
| 6  | 34,654           | 34,654           | 35,354           |
| 7  | 35,719           | 35,719           | 36,419           |
| 8  | 36,784           | 36,784           | 37,484           |
| 9  | 38,913           | 38,913           | 39,613           |
| 10   | 39,977           | 39,977           | 40,677           |
| 11   | 41,042           | 41,042           | 41,742           |
| 12   | 45,926           | 45,926           | 46,626           |
|  |                  |                  |                  |
| <b>12 months administrative calendar</b><br><b>7 hour work day plus 1 hour lunch = 8 hours total</b> |                  |                  |                  |

**SCHEDULE "E"**  
**10-MONTH SECRETARIES**  
2009-2012

| <u>Step</u>              | <u>2009-2010</u> | <u>2010-2011</u> | <u>2011-2012</u> |
|--------------------------|------------------|------------------|------------------|
| 1                        | 24,322           | 24,322           | 24,922           |
| 2                        | 25,173           | 25,173           | 25,773           |
| 3                        | 26,025           | 26,025           | 26,625           |
| 4                        | 26,877           | 26,877           | 27,477           |
| 5                        | 27,728           | 27,728           | 28,328           |
| 6                        | 28,592           | 28,592           | 29,192           |
| 7                        | 29,432           | 29,432           | 30,032           |
| 8                        | 29,813           | 29,813           | 30,413           |
| 9                        | 31,525           | 31,525           | 32,125           |
| 10                       | 32,823           | 32,823           | 33,423           |
| <b>10 month calendar</b> |                  |                  |                  |

**SCHEDULE "F"**

**CUSTODIANS**

2009-2012

| <u>Step</u>  | <u>2009-2010</u> | <u>2010-2011</u> | <u>2011-2012</u> |
|--|------------------|------------------|------------------|
| <b>1</b>   | <b>27,719</b>    | <b>27,719</b>    | <b>27,869</b>    |
| <b>2</b>   | <b>28,400</b>    | <b>28,400</b>    | <b>28,550</b>    |
| <b>3</b>   | <b>29,465</b>    | <b>29,465</b>    | <b>29,615</b>    |
| <b>4</b>   | <b>30,529</b>    | <b>30,529</b>    | <b>30,679</b>    |
| <b>5</b>   | <b>31,594</b>    | <b>31,594</b>    | <b>31,744</b>    |
| <b>6</b>   | <b>32,658</b>    | <b>32,658</b>    | <b>32,808</b>    |
| <b>7</b>   | <b>33,723</b>    | <b>33,723</b>    | <b>33,873</b>    |
| <b>8</b>   | <b>34,788</b>    | <b>34,788</b>    | <b>34,938</b>    |
| <b>9</b>   | <b>35,852</b>    | <b>35,852</b>    | <b>36,002</b>    |
| <b>10</b>  | <b>37,352</b>    | <b>37,352</b>    | <b>37,502</b>    |
| <b>Off Guide</b>   | <b>43,821</b>    | <b>43,821</b>    | <b>44,521</b>    |
| <p>12 months, administrative calendar</p> <p>8 hour work day plus 60 minutes meal time = 9 total hours</p>   |                  |                  |                  |
| <p><b><u>LONGEVITY</u></b><br/>                     Custodians whose employment commenced after June 30, 1998 shall not be entitled to said longevity. Each year of the contract:</p> <p>Add \$200.00 if in district 10-14 yrs., (completion of 10 yrs)<br/>                     Add \$300.00 if in district 15-19 yrs., (completion of 15 yrs)<br/>                     Add \$400.00 if in district 20-24 yrs., (completion of 20 yrs)<br/>                     Add \$500.00 if in district 25 yrs. or more, (completion of 25 yrs)</p> |                  |                  |                  |