

AGREEMENT BETWEEN THE
MILLBURN TOWNSHIP BOARD OF EDUCATION
AND THE
MILLBURN EDUCATION ASSOCIATION
FOR THE SCHOOL YEARS
BEGINNING JULY 1, 1993
AND
ENDING JUNE 30, 1996



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WITNESSETH:

WHEREAS.

The Millburn Township Board of Education, Employer, and the Millburn Education Association, as the representative of the employees hereinafter designated, did meet pursuant to N.J.S.A. 34:13A, to negotiate with respect to terms and conditions of employment, and

WHEREAS,

The Parties have reached certain understandings which they desire to confirm in this Agreement, be it therefore.

RESOLVED,

That in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION AND DEFINITION OF TEACHER, PARAPROFESSIONAL
AND SECRETARY

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment of the following certificated personnel:

Classroom Teachers
Librarians
Nurses
Special Teachers

The following contractual paraprofessional employees:

Instructional
Kindergarten
Library
Oralographic

and the following full time contractual employees:

Secretary to Principal - Secondary Schools
Secretary to Vice Principal - Secondary Schools
Secretary to Directors
Payroll Bookkeeper

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Transportation Secretary
Secretaries to Elementary Principals
Switchboard Operator
Other 10-month Secretaries
Other 12-month Secretaries

Terms and conditions of employment which are to apply to contractual paraprofessionals are those specifically cited in this Agreement as applicable to paraprofessionals.

The Association does not represent the following personnel:

Supervisors
Department Supervisors
Principals
Vice-Principals
Central Administrative Staff including Psychologists and Social Workers
Guidance Personnel
Custodial and Maintenance Personnel
Secretary to the Superintendent
Secretary to the Assistant Superintendent for Instruction
Secretary to the Assistant Superintendent for Business
Secretary of Personnel Office
Supervisor of Accounting
All temporary, per diem, or part time employees

and all other certificated or non-certificated personnel not specifically listed in this Article.

B. DEFINITION OF TEACHER, PARAPROFESSIONAL AND SECRETARY

Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined. The term "paraprofessional" shall refer to contractual unit employees in non-certificated positions defined above and represented by the Association. The term "secretary" shall refer to all secretarial and clerical unit employees defined above as inclusive in the Bargaining Unit represented by the Association.

**ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT**

A. MEETING DATES

The Parties agree to enter into collective negotiation over a successor agreement in accordance with N.J.S.A. 34:13A, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of teachers, secretaries and paraprofessionals. Such negotiations shall begin not later than October 30 of the year prior to termination of this Agreement.

B. INFORMATION

Upon reasonable request by the Association, the Board will furnish information in the public domain relative to negotiation.

C. NEGOTIATION PROCEDURES

Neither Party shall control the selection of the negotiating representatives of the other Party. The Parties mutually pledge that their representatives shall have authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. Any agreement arrived at by the negotiating representatives will be submitted to the Board of Education and the Membership of the Millburn Education Association for ratification or rejection, decision, or vote. Any agreements of the Parties in negotiation will be reduced to writing and will become binding for the period of the Agreement upon ratification.

D. BOARD POLICY

This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

E. MODIFICATION

This Agreement shall not be modified during its terms in whole or in part by the Parties except by mutual agreement and joint negotiation. The Parties agree that in accordance with the provisions of N.J.S.A. 34:13A, modification of existing terms and conditions of employment will be negotiated. Any agreement so reached

will be reduced to writing, duly signed by the Parties and shall be appended to and become a part of this Agreement.

F. SEPARABILITY

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

**ARTICLE III
GRIEVANCE PROCEDURE**

TEACHERS

A. DEFINITION

A "grievance" within the meaning of this Agreement shall be any controversy or dispute relating to any matter of terms and conditions of employment of a teacher.

B. REPRESENTATION

1. SELECTION BY GRIEVANT

A teacher shall have the right to present his/her own appeal or designate another person or representative of his/her own choosing to appear with him/her at any step in his/her appeal.

2. ASSOCIATION

The Association shall have the right to file and process grievances.

C. GROUP APPEAL

An appeal of a group of teachers concerning a single grievance when all are affected by such alleged grievance may be processed by one teacher representing the group.

D. GRIEVANCE OF ASSOCIATION RIGHTS

Grievances pertaining to Association rights may be initiated by a representative of the Association.

E. LIMITATIONS

Administrative decisions specifically pertaining to curriculum matters, instructional materials or equipment and facilities may not be appealed.

F. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting the terms and conditions of employment of teachers. Both Parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The Parties agree that nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the Administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

G. PROCEDURE

1. Level One - Informal Action

A teacher submitting an appeal in accordance with this procedure shall, within ten (10) school days of the alleged grievance, or within ten (10) school days of his/her knowledge of the alleged grievance, first discuss the matter being grieved informally with his/her Immediate Supervisor or school Principal as may be appropriate.

2. Level Two - Principal or Immediate Supervisor

Should the teacher not be satisfied with the decision of his/her Immediate Supervisor or Principal as a result of action taken in accordance with Step 1 above, he/she may submit his/her appeal in writing within ten (10) school days of discussion of his/her grievance at Step 1 to his/her Immediate Supervisor or Principal as may be appropriate, using the Grievance Form provided for this purpose, thereby initiating formal grievance action. The decision of the Immediate Supervisor or Principal is to be provided in writing to the grievant within ten (10) school days of the time the Immediate Supervisor or Principal received the written grievance. A copy of the written decision at this and all subsequent steps

In this procedure shall be forwarded to the Association.

3. Level Three - Superintendent

Should the grievance remain unresolved as a result of action taken at Step 2 above, the teacher may appeal in writing to the Superintendent of Schools within ten (10) school days of receipt of the written Step 2 decision. The Superintendent of Schools shall arrange a meeting with the grievant and his/her representative to hear the case and shall render a decision in writing within ten (10) school days of the close of the hearing.

4. Level Four - Board of Education

a. Request for Hearing

Should the grievance remain unresolved as a result of action taken at Step 3 above, the grievant may, within ten (10) school days of receipt of the Superintendent's written decision, request the Board of Education for a hearing. Such request shall be submitted in writing through the designated representative(s) of the Association to the Superintendent of Schools and shall include a statement of the nature of the appeal and a detailed account of all facts upon which the appeal is based.

b. Board Hearing

The Board or a designated committee thereof, shall meet with the grievant and his/her representative(s) within ten (10) school days of receipt of the grievant's request by the Superintendent.

c. Board Decision

When the case is heard by the Board of Education or a committee designated by the Board, an opportunity shall be given to present any relevant and material evidence and full discussion shall take place. A written Board response will be forwarded through the Superintendent of Schools to the grievant within ten (10) school days following the hearing.

5. ARBITRATION

a. In cases in which a grievance pertains to a matter of specific terms and conditions of employment in the written Agreement between the Board and the Association and if all prior steps of the Grievance Procedure as contained in this

Article have been strictly followed and if the decision of the Board does not resolve the grievance to the satisfaction of the teacher grievant and further, if the Association determines that the grievance is meritorious, the Association may submit a written request for arbitration to the Board through the Superintendent within fifteen (15) school days after receipt by the teacher grievant of the Board's decision. However, the Board's decision shall be final and binding in all cases as follows:

1. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education, or
2. A complaint of a nontenured teacher which arises by reason of his/her not being reemployed, or
3. A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required.
4. Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
5. Any controversy or dispute arising between the Parties pertaining to the following Articles contained in the Agreement between the Board and the Association.

Article IX Personal and Academic Freedom

Article XIV Professional Improvement

(All except Paragraph A.2 Continuity of Service and Paragraph A.3 Salary)

Article XX Teacher Employment

Article XXV Miscellaneous Items

(All except Paragraph B Compliance of Teacher Contracts)

b. Arbitration Procedure

Within ten (10) school days after the written notice of submission to arbitration, the Board and the Association shall select a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the Parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the New

Jersey Public Employment Relations Commission by either Party. The Parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission in the selection of an arbitrator.

1.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 closing date of the hearings.

2.The function of the Impartial arbitrator shall be of a judicial rather than a legislative nature. his/her decision shall not go beyond the interpretation and application of this locally negotiated Agreement and his/her authority shall be limited to a determination as to whether or not the contractual rights of any employee have been violated by the Board. He/she must confine himself/herself strictly to the terms of any submission properly before him/her with respect to both his/her decision and his/her reasoning, not delving into areas beyond the scope of the submission, even if such areas would otherwise be arbitrable under this Agreement. The Arbitrator shall have no authority, directly or indirectly, to change, modify, or supplement any of the provisions of this Agreement, and specifically, shall not treat the issue of arbitrability. No right of the Board shall in any manner be taken away, limited, or modified in any respect by the decision of the Arbitrator, excepting only to the extent that this Agreement clearly and explicitly expresses an intent and agreement to divest the Board of such right. The decision of the Arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions and, subject to the above conditions, shall be final and binding upon the Parties.

3.The costs for the services of the Arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the Party incurring same.

H. MISCELLANEOUS

1. Reprisals

No reprisals of any kind shall be taken by the Board or Administration or the Association or any teacher against any party in interest or any other participant in the grievance procedure by reason of such participation.

2. Separate Grievance Files

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Forms

All necessary forms pertinent to the grievance procedure shall be prepared jointly by the Superintendent of Schools and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings.

All meetings and hearings under this procedure up through the Board of Education hearing shall be conducted in private and shall include only such parties in interest and their designated or selected representatives.

5. Time Limits

a. Extension

The number of days may be extended by mutual agreement. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

b. Reduction

The time limits set forth herein may be reduced by mutual agreement of the Parties to expedite hearing of grievances filed at such times that normal

processing of them would extend beyond the end of the school year.

c. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to a party in interest, 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.

6. Continuation of Assignments

Any and all teacher grievants shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

PARAPROFESSIONALS

A. PURPOSE

The purpose of this procedure is to secure at the lowest possible level equitable solutions to problems which may, from time to time, arise affecting paraprofessionals as a result of the interpretation, application, or violation of those provisions of this Agreement between the Board and the Association and written Administrative decisions or Board of Education policies which apply to paraprofessional employees.

B. DEFINITIONS

1. A "grievance" shall mean a complaint by any Association paraprofessional or paraprofessionals that there has been a violation, misinterpretation, or inequitable application of any of the applicable provisions of this Agreement between the Board and the Association or applicable written Administrative decisions and Board of Education Policies.
2. An "aggrieved" paraprofessional is the Association member or members making a complaint.

3. For purposes of this grievance procedure, the "Immediate Supervisor" of the paraprofessional shall be the Principal of the School to which the paraprofessional is primarily assigned.

C. PROCEDURES

STEP I

An aggrieved paraprofessional shall present the grievance, orally, to the Immediate Administrative Supervisor within ten (10) working days of the occurrence or knowledge of the event from which the grievance arises. The aggrieved paraprofessional shall identify to the Immediate Administrative Supervisor that a grievance is being instituted. The Immediate Administrative Supervisor shall, if possible, resolve the grievance informally to the satisfaction of the aggrieved paraprofessional within ten (10) working days after initial discussion with the aggrieved paraprofessional.

STEP II

If the grievance cannot be resolved informally in Step I to the satisfaction of the aggrieved paraprofessional within ten (10) working days, then the aggrieved paraprofessional may, within ten (10) working days thereafter, submit the grievance in writing to the Immediate Administrative Supervisor. The writing shall set forth the events giving rise to the grievance, the provision of the Agreement thought to have been violated, misinterpreted, or inequitably applied, and the desired remedy. The Immediate Administrative Supervisor shall re-evaluate his/her decision in Step I, and submit an answer in writing, within ten (10) days after receipt of the written grievance. A copy of the written grievance and response shall be submitted by the Immediate Administrative Supervisor to the Superintendent.

STEP III

If the aggrieved paraprofessional is not satisfied with the answer received, or if an answer is not received in Step II, the grievance in writing, accompanied by a signed letter indicating the desire of the aggrieved paraprofessional to move to Step III, may be presented to the School Superintendent within ten (10) working days from the expiration of the time period provided in Step II. The

Superintendent shall, within ten (10) working days of the receipt of the written grievance, arrange a meeting with the aggrieved paraprofessional. The Superintendent shall give the aggrieved paraprofessional a written answer to the grievance within ten (10) working days after the date of such meeting. The decision of the Superintendent shall be final and shall dispose of the matter.

SECRETARIES

A. PURPOSE

The purpose of this procedure is to secure at the lowest possible level equitable solutions to problems which may, from time to time, arise affecting secretaries as a result of the interpretation, application, or violation of this Agreement between the Board and the Association, written Administrative decisions or Board of Education policies.

B. DEFINITIONS

1. A "grievance" shall mean a complaint by any Association secretary or secretaries that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement between the Board and the Association, written Administrative decisions or Board of Education Policies.
2. An "aggrieved" secretary is the Association member or members making a complaint.
3. For purposes of this grievance procedure, the "Immediate Administrative Supervisor" of the secretary or secretaries assigned to the Senior High and Middle Schools shall be the Administrator from whom the member receives the majority of his/her work and may be the Principal, Vice-Principal, or other similar Administrator. The "Immediate Administrative Supervisor" of each secretary assigned to an Elementary School shall be the Principal of that Elementary School. The "Immediate Administrative Supervisor" of the secretary assigned to the Education Center shall be the Administrator from whom the secretary receives the majority of his/her work and may be one of the Assistant Superintendents, Directors, Secretary to the Superintendent or other similar Administrators.

C. PROCEDURES

STEP I

An aggrieved secretary shall present the grievance, orally, to the Immediate Administrative Supervisor within ten (10) working days of the occurrence or knowledge of the event from which the grievance arises. The aggrieved secretary shall identify to the Immediate Administrative Supervisor that a grievance is being instituted. The Immediate Administrative Supervisor shall, if possible, resolve the grievance informally to the satisfaction of the aggrieved secretary within ten (10) working days after initial discussion with the aggrieved secretary.

STEP II

If the grievance cannot be resolved informally in Step I to the satisfaction of the aggrieved secretary within ten (10) working days, then the aggrieved secretary may, within ten (10) working days thereafter, submit the grievance in writing to the Immediate Administrative Supervisor. The writing shall set forth the events giving rise to the grievance, the provision of the Agreement thought to have been violated, misinterpreted, or inequitably applied, and the desired remedy. The Immediate Administrative Supervisor shall re-evaluate his/her decision in Step I, and submit an answer in writing, within ten (10) days after receipt of the written grievance. A copy of the written grievance and response shall be submitted by the Immediate Administrative Supervisor to the Assistant Superintendent for Business.

STEP III

If the aggrieved secretary is not satisfied with the answer received, or if an answer is not received in Step II, the grievance in writing, accompanied by a signed letter indicating the desire of the aggrieved secretary to move to Step III may be presented to the Assistant Superintendent for Business within ten (10) working days from the expiration of the time period provided in Step II. The Assistant Superintendent for Business shall, within ten (10) working days of the receipt of the written grievance, arrange a meeting with the aggrieved secretary. The Assistant Superintendent for Business shall give to the

aggrieved secretary a written answer to the grievance within ten (10) working days after the date of such meeting.

STEP IV

If the aggrieved secretary is not satisfied with the written answer resulting from Step III, or if no answer is received, the aggrieved secretary may within ten (10) working days following the expiration of the time provided in Step III, submit a written request to the Superintendent for a hearing of the grievance by the Board of Education at its next scheduled conference meeting following the receipt of the request or, in any event, not later than fifteen (15) working days following the receipt of the request by the Superintendent. The Superintendent shall schedule a meeting for the hearing of the grievance and shall advise the aggrieved secretary of the time, date and place of the meeting not less than ten (10) working days prior to the scheduled meeting date. The President of the Board of Education shall, within ten (10) working days following the hearing, submit an answer to the aggrieved secretary.

STEP V

a.If the aggrieved secretary is not satisfied with the disposition of his/her grievance at Step IV, or if no decision has been rendered within the period specified in Step IV, the aggrieved secretary may, within ten (10) working days after a decision by the Board of Education, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved secretary and shall, prior to submission of the grievance to arbitration, notify the Board of Education of such decision.

b.Within ten (10) working days after 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 an arbitrator or obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by

the rules and procedures of PERC in the selection of an arbitrator.

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 of 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 conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision(s) 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 advisory.

d. The costs for the services of the arbitrator, including the per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. GENERAL PROCEDURE

1. A working day is any day the Administrative Office is open. Saturdays, Sundays and Holidays shall not be considered working days in the computing of the time provided for in the foregoing.
2. Any decision or answer to the grievance made at any step which is not appealed to the succeeding step within such additional period of time as may be mutually agreed upon in writing shall be considered final settlement and binding on all Parties involved in the grievance.
3. Except at Step IV, all discussion and meeting shall, so far as is practical, be conducted during the hours when both the Education Center and schools are open.
4. An aggrieved secretary shall not lose pay for time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employees shall not lose pay for such time.

5. Any aggrieved secretary may be represented at all stages of the grievance procedure by himself/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 to state its views at all stages of the grievance procedure.
6. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort shall be made to expedite the process. However, stipulated times may at any step be extended by mutual agreement of the parties involved. Every effort shall be made to expedite the resolution of the grievance.
7. Nothing herein contained shall be construed as limiting the right of an aggrieved secretary to discuss the matter informally with the Immediate Administrative Supervisor.
8. The aggrieved secretary may withdraw a grievance during or after any step in the grievance procedure. In that case, any representative of the aggrieved secretary may not continue to process the grievance further.
9. No meetings or hearings under this grievance procedure shall be conducted in public and shall include only such parties in interest, including witnesses, if any, and their designated or selected representation as herein above referred to. All parties to this Agreement do hereby solemnly covenant and agree to regard any grievance as confidential.
10. Decisions rendered at all levels of the grievance procedure, except Step I, shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
11. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
12. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any participant in the grievance procedure for reason of such participation.

**ARTICLE IV
EMPLOYEE RIGHTS**

A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to N.J.S.A. 34:13A, public employees included in the negotiating unit defined in this Agreement shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations and other lawful concerted activities for mutual aid and protection.

As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher, paraprofessional or secretary in the enjoyment of any rights conferred by N.J.S.A. 34:13A, or other laws of New Jersey or the Constitution of New Jersey or the United States, that it shall not discriminate against, interfere with restrain, or coerce any teacher, paraprofessional or secretary with respect to wages, hours, or any terms and conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association, collective negotiations with the Board, or institution of a grievance complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. REQUIRED MEETINGS OR HEARINGS

Whenever any teacher, paraprofessional or secretary is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that staff member in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.

C. EVALUATION OF STUDENTS

Teachers shall determine grades and make other evaluations of students within the grading policies of the Millburn Township School District based upon the teacher's professional judgment of all available

criteria pertinent to any given subject area or activity for which the teacher is responsible. Changes of grades may be made by appropriate administrative personnel only after consultation with the teacher involved.

ARTICLE V ASSOCIATION RIGHTS

A. INFORMATION

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, available information in the public domain concerning the educational program and the financial resources of the District.

B. RELEASED TIME FOR MEETINGS

No representative of the Association or any teacher mutually scheduled by the Parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings shall suffer any loss of pay for said activities.

C. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the right to use school buildings at all reasonable hours for membership meetings provided approval from the Superintendent of Schools (or designee) has been obtained in advance.

D. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use school equipment, including typewriters, duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times as may be approved by the Superintendent of Schools (or designee). The Association shall pay for the reasonable cost of all materials, repairs, and supplies incident to such use.

E. BULLETIN BOARDS

The Association shall have in each school building the use of a bulletin board in each faculty lounge and/or staff dining room for official communications. The

Association may use interschool mail facilities and school mail boxes for distribution of official Association communications.

ARTICLE VI BOARD RIGHTS

The Association recognizes that the Board in its own behalf and on behalf of the electors of the Township of Millburn, New Jersey, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and that nothing contained in this Agreement shall be construed to diminish or remove from the Board the authority vested in it by New Jersey Statutes Title 18A.

ARTICLE VII NON-TEACHING DUTIES AND TEACHER ASSIGNMENTS

A. INTENT

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

B. TRANSPORTING STUDENTS

Teachers shall not be required to drive students to activities taking place away from the school building. A teacher may do so voluntarily, however, with the advance approval of the Principal or Immediate Supervisor in which case the teacher shall be compensated at the Internal Revenue Service allowable mileage reimbursement rate for the use of personal automobile.

C. LIABILITY INSURANCE

The Board shall provide excess auto liability insurance to cover a teacher during authorized use of a personal automobile in the performance of authorized school duties for the term of this Agreement and consistent with the availability of this insurance to the Board.

D. LUNCH DUTY, BUS DUTY, AND COLLECTION OF MONEY

Current practice with regard to lunch duty, bus duty, and the collection of monies by teachers shall be maintained for the term of this Agreement.

E. OVERNIGHT OUTDOOR EDUCATION

Overnight outdoor education payment is to be seventy (70) dollars per night for assigned sixth grade classroom teachers or assigned teachers or substitutes.

The Outdoor Education Coordinator shall not receive any additional compensation for participation in overnight outdoor education events.

**ARTICLE VIII
TEACHER ASSIGNMENTS**

A. CERTIFICATION

In order to assure that pupils are taught by teachers working within their areas of competence, it is the intent of the Board that, to the extent possible, under practical operating conditions, teachers shall be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Examiners.

B. TRAVELING TEACHERS

1. SCHEDULES

Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel.

2. EXPENSE REIMBURSEMENT

Teachers authorized to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed at the Internal Revenue Service allowable mileage reimbursement rate for all assigned driving between the first location at the beginning of their work day and the close of said day.

C. NOTIFICATION

1. PRE-TENURED TEACHERS

All pre-tenured teachers shall be given written notice of their contract and salary status for the forthcoming year no later than April 30 of each year.

2. ASSIGNMENTS AND SCHEDULES

All teachers shall be given notice of tentative assignment by June 1. Teachers shall be given notification of changes during the summer and a written schedule by September 1.

D. ADVANCED PLACEMENT AND ENGLISH COURSES

Teachers of Advanced Placement courses and English shall teach five (5) classes. The Superintendent may authorize a reduction of class load, as may be deemed appropriate by the Superintendent, for a teacher in a first-time assignment of an Advanced Placement course for the purpose of course development and preparation.

**ARTICLE IX
TEACHER PERSONAL AND ACADEMIC FREEDOM**

The Board states that it will agree with and follow the law with respect to the protection of individuals and the pursuit of academic freedom by teachers.

**ARTICLE X
PERSONAL ABSENCE**

TEACHERS

- A. As of the beginning of the school year, teachers shall be entitled to up to five (5) days (non-cumulative) absence for personal, legal, business, household or family obligations which cannot be performed at times other than school hours. Such absence will be allowed with pay provided the absence is approved in advance, except in cases of emergency, by the teacher's immediate Supervisor and the Superintendent of Schools.

- B. Personal absence taken in accordance with this policy shall be in addition to any sick leave to which the teacher is entitled.

SECRETARIES

- A. Absence of up to five (5) days per year, non-cumulative, for personal, legal, household, or family obligations which cannot be performed at times other than working hours will be allowed with pay provided the absence is approved in advance, except in cases of emergency, by the Supervising Administrator and the Assistant Superintendent for Business.
- B. In requesting approval for personal absences, secretaries must submit the prescribed form for that purpose. The disapproval of a personal absence request shall not be grievable.
- C. Up to one day per year of the personal absence time may be for personal reasons which need be disclosed only to the Immediate Administrative Supervisor and, subject to the approval of the Immediate Administrative Supervisor, shall be accepted by the Assistant Superintendent for Business as sufficient reason for approving the absence.
- D. Personal absence time is non-cumulative.
- E. One day per year of the personal absence time may be taken by each secretary on the day of that person's birth date. Should a person's birthday occur on a day when offices are closed or when that person is not otherwise required to be present, an alternate personal day may be mutually agreed upon by the secretary and the Supervising Administrator.
- F. All secretaries are expected to recognize their primary obligation to students and the operation of the schools. In the event, however, a secretary is obliged to serve as a juror, the Board of Education provides as follows:
 - 1. Any secretary who is required by law to serve on a jury in a court of record, upon presentation of court notification to the Personnel Office one working day after receipt and upon presentation of satisfactory proof of such service rendered, shall earn full pay for and during the time the

secretary is required to be in attendance in Court.

2. Any Jury pay, including reimbursement by the court for travel or meal allowance shall belong to the secretary.

ARTICLE XI TEACHER HEALTH OR HARDSHIP LEAVES

A. HEALTH OR HARDSHIP

Upon the recommendation of the Superintendent, the Board of Education may permit teachers to take leaves of up to one year for restoration of health or the alleviation of hardship involving themselves or their immediate families. In such cases, the following regulations shall apply:

1. The teacher shall have acquired tenure in the Millburn School District.
2. A physician shall certify that the leave is necessary for the restoration of health, or a physician, minister, or other responsible person shall certify that the leave is necessary for the alleviation of hardship.
3. No salary shall be paid during the term of the leave.
4. A physician, designated by the Board of Education, shall examine an employee on health leave sixty (60) calendar days prior to the termination of the leave. The physician's recommendations will be considered before the employee is returned to his/her assignment.
5. Leaves will be granted so that a teacher will return to teaching duties at the beginning of a semester. The teacher is required to notify the Board of intent to return on or before April 1 prior to the September of return and at least sixty (60) days prior to commencement of the spring semester for leaves terminating at that time.

6. The leave shall not count as experience credit toward a higher step on the salary guide.

B. OTHER LEAVES

1. Other leaves of absence with or without pay may be granted by the Board for good reason.
2. The Board of Education shall grant to any tenured teacher, male or female, an unpaid leave of absence to provide necessary care for an adopted/natural son/daughter. Such leave shall commence not later than thirty (30) days after date of adoption or birth and shall be subject to the following provisions:

a. Should both father and mother be employees of the District, only one parent shall be granted leave under the provisions of this Article.

b. Application for leave shall be made to the Superintendent through the Building Principal or applicant's Supervisor. The period of leave and time of return shall be determined by the Superintendent subject to the following:

The maximum length of leave shall be one school year but may be shortened to terminate at semester break if notification of such intent is given at time of application for leave. Exception may be made to this provision in the event of an unfortunate circumstance in which case the teacher shall have the right to return to work at a time other than originally established. However, if the teacher on leave has been replaced by a person under contract, sixty (60) calendar days prior notice must be given to the Board of Education.

c. The leave shall not count as experience credit toward a higher step on the Salary guide.

d. Health Plan and dental plan benefits for employees on leave shall be provided consistent with the provisions of the insurance carrier.

C. MAINTENANCE OF BENEFITS

All benefits to which a teacher was entitled at the time leave commenced, including unused accumulated sick leave, shall be restored upon return.

D. EXTENSION AND RENEWALS

All leaves and extensions or renewals thereof shall be applied for and granted in writing.

**ARTICLE XII
SICK LEAVE**

TEACHERS

A. ENTITLEMENT

Absences with pay will be allowed for personal illness in accordance with Title 18A:30-2 of the New Jersey Statutes Annotated, which allow a minimum of ten (10) school days in any school year accumulative from year to year.

B. EXTRA ENTITLEMENT

1. BOARD POLICY

Extra sick days may be granted by the Board on a case-by-case basis involving extended illness where all accumulative sick leave has been used. In these instances the following policy shall apply:

a. Extra sick day allowance is to be calculated on the basis of five (5) school days for each year of employment counted from a teacher's first year of employment in the District. However, entitlement of this allowance commences only at the beginning of the teacher's fourth year of employment.

b. One hundred (100) school days for the first twenty (20) years of employment in Millburn, plus ten (10) days for each of the next ten (10) years of employment.

c. Two hundred (200) school days (one year) for teachers with thirty-one (31) years or more of employment in Millburn.

2. BOARD EXTENSION OF POLICY

The Board of Education may exceed these amounts depending upon the circumstances in a specific case.

3. LIMITATION OF ACCUMULATION

Extra sick days granted by the Board are not accumulative in the sense described in Titles 18A:30-2 and 18A:30-3 New Jersey Statutes, and will be granted only when the teacher's regular sick days have been depleted.

C. NOTIFICATION OF ACCUMULATION

Each teacher will be given an accounting of unused sick days on September 30th of each year.

PARAPROFESSIONALS

A. ENTITLEMENT

Absence with pay shall be allowed for personal illness for up to ten (10) days, accumulative, in any school year for full-time contractual employees.

For part-time contractual employees, entitlement of personal illness absence benefits shall be determined on basis of proration of ten (10) days allowable for full-time employees. Any unused entitlement shall be accumulated annually.

SECRETARIES

A. ENTITLEMENT

1. Absence with pay for personal illness will be allowed for up to ten (10) days per fiscal year for ten (10) month employees and twelve (12) days per fiscal year for twelve (12) month employees, accumulative from year to year. A "Personal" illness is defined as an illness of the employee. A "fiscal" year is defined as the period between July 1 and June 30.

2. An employee who is continuously absent under the provisions of this sick leave policy for a period of ten (10) days or more must, if requested by the Assistant Superintendent for Business, provide a

written statement from a properly licensed physician attesting to the duration of the illness.

3. In the event an employee exhausts all available sick leave, a salary deduction shall be made for all days not worked at the rate of 1/20th of the employee's monthly salary.

B. BOARD EXTENSION POLICY

Extra sick leave may be granted by the Board on a case-by-case basis for those employees who have exhausted their earned sick leave entitlement and who suffer an illness of extended duration. In considering each case it shall be the intent of the Board to recognize, among other factors, the employee's years of service in the Millburn School District.

C. NOTIFICATION OF ACCUMULATION

As of September 30 of each year, each employee shall be notified in writing as to the number of sick days he/she has accumulated.

**ARTICLE XIII
MATERNITY LEAVE**

TEACHERS

A. PROVISION

It shall be the policy of the Board of Education to grant female teachers a leave of absence without pay for reasons of maternity according to the following provisions:

TEACHERS

1. For leaves commencing between September 1 and January 31, the employee shall return the following September 1 unless an extension of leave is requested and granted. For leaves commencing between February 1 and June 30 the employee shall return at the beginning of the new school year or September 1 of the following year. The employee shall notify the Superintendent by April 30 which option the employee intends to use.

2. That an extension of such leave for the next succeeding full school year be granted upon written request of the teacher and approval of the Board of Education.

3. That the exact dates of the leave be arranged, if possible, between the teacher and her immediate Supervisor, and that these dates be considered in light of what is best for the students.

4. That it shall be the responsibility of the teacher to notify her immediate Supervisor of her pregnancy.

5. That the Supervisor is to provide the teacher with a copy of the policy and administrative procedures governing this type of leave following notification by the teacher.

6. That in the case of disability due to pregnancy a teacher may use sick days accumulated as provided in Article XII. The Board retains the right to require proof of disability.

7. A teacher applying for maternity leave shall give three (3) months prior notice except that if the leave is to commence prior to January 1, such notice must be given by August 15 or ninety (90) days before the day such leave is to commence, whichever would provide the longer period of notification.

8. Extended leave of absence without pay may be granted by the Board upon application for reasons of maternity, child care or adoption of an infant child. A maximum of two (2) years leave may be granted with the proviso that such leave will not extend beyond September 1 of the school year in which the teacher is to return.

B. RETURN

In the event of a miscarriage, stillbirth, or other unfortunate event, the teacher shall have the right to return to work. If the teacher on leave has been replaced by a person under contract, sixty (60) calendar days notice must be given to the Board of Education.

C. MAINTENANCE OF BENEFITS

The Board of Education shall, at its expense, provide health plan benefits for teachers on leave for reasons of maternity or adoption of an infant child consistent with regulations established by the State Health Benefits Commission and applicable insurance carriers. Time spent on such leave will not be used as experience credit for advancement on the salary guide.

Dental Plan benefits for teachers on leave shall be provided consistent with Article XVII of this Agreement and regulations established by the applicable insurance carriers.

COMPLIANCE WITH LAW

Nothing contained herein shall be construed as obliging the Board to grant leave of absence or extensions of leaves of absence to non-tenured teachers except as may be required by law.

The Board and the Association agree to modify the provisions of this Article during the term of this Agreement as may be required by judicial decisions of the United States or New Jersey Supreme Courts which relate to Maternity Leave.

PARAPROFESSIONALS

A. PROVISION

It shall be the policy of the Board of Education to grant female paraprofessionals a leave of absence without pay for maternity leave in accordance with applicable laws of the State of New Jersey and according to the following provisions:

1. For leaves commencing between September 1 and January 31, the employee shall return the following September 1 unless an extension of leave is requested and granted. For leaves commencing between February 1 and June 30 the employee shall return at the beginning of the new school year or September 1 of the following year. The employee shall notify the Superintendent by April 30 which option the employee intends to use.

2. That the exact dates of the leave be arranged, if possible, between the paraprofessional and her

Immediate Supervisor and that these dates be considered in the light of what is best for the School District.

3. That it shall be the responsibility of the paraprofessional to notify her Immediate Supervisor of her pregnancy.

4. That in the case of disability due to pregnancy a paraprofessional may use sick days accumulated as provided in Article XII. The Board retains the right to require proof of disability.

SECRETARIES

A. PROVISION

It shall be the policy of the Board of Education to grant female secretaries a leave of absence without pay for reasons of maternity or adoption of an infant child according to the following provisions:

SECRETARIES

1. For leaves commencing between September 1 and January 31, the employee shall return the following September 1 unless an extension of leave is requested and granted. For leaves commencing between February 1 and June 30 the employee shall return at the beginning of the new school year or September 1 of the following year. The employee shall notify the Superintendent by April 30 which option the employee intends to use.

2. That an extension of such leave for a full school year will be granted upon written request of the secretary and approval of the Board of Education.

3. That a maximum of two (2) full year extensions be granted.

4. That the exact dates of the leave be arranged, if possible, between the secretary and her Immediate Supervisor and that these dates be considered in the light of what is best for the School District.

5. It shall be the responsibility of the secretary to notify her Immediate Supervisor of her pregnancy or plans for adoption as soon as she is aware of it.

6. The Supervisor is to provide the secretary with a copy of the policy and administrative procedures

governing this type of leave following notification by the secretary.

B. RETURN

In the event of a miscarriage, still birth, or other unfortunate event, the secretary shall have the right to return to work. If the secretary on leave has been replaced by a person under contract, sixty (60) days notice must be given to the Board of Education.

C. MAINTENANCE OF BENEFITS

The Board of Education shall, at its expense, provide health plan benefits for secretaries on leave for reasons of maternity or adoption of an infant child consistent with regulations established by the State Health Benefits Commission and applicable insurance carriers. Time spent on such leave will not be used as experience credit for advancement on the salary guide.

Dental Plan benefits for secretaries on leave shall be provided consistent with Article XVII of this Agreement and regulations established by the applicable insurance carriers.

D. COMPLIANCE WITH LAW

Nothing contained herein shall be construed as obliging the Board to grant leaves of absence or extensions of leaves of absence to non-tenured secretaries except as may be required by law.

The Board and the Association agree to modify the provisions of this Article during the terms of this Agreement as may be required by judicial decisions of the United States or New Jersey Supreme Courts which relate to maternity leave.

**ARTICLE XIV
TEACHER PROFESSIONAL IMPROVEMENT**

A. LEAVE OF ABSENCE

To foster the continued professional growth of teachers of the Millburn Township Public Schools, it shall be the policy of the Board of Education to grant leaves of absence for the purpose of professional improvement

through formal study upon the recommendation of the Superintendent. Such leaves of absence will not be considered as a reward for work already performed but rather as an opportunity to prepare for improved service to the youth of Millburn.

1. APPLICATION PROCEDURE

The leave shall be for one semester or a full year, and the application shall be submitted prior to December 1st preceding the school year in which the applicant wishes to take the leave. Application shall indicate the program of study to be followed during the period of the leave and the anticipated professional benefits. Application shall be submitted to the Superintendent through the Building Principal or applicant's Supervisor. The Superintendent shall notify each applicant of the Board's decision on or before February 15 of the school year preceding the year in which the leave would be effective. The Superintendent shall notify the Association of the successful applicants within a reasonable time thereafter.

2. CONTINUITY OF SERVICE

A teacher granted professional improvement leave of absence as provided by this Article shall be considered as in the employ of the Board of Education of Millburn Township, and the time thus spent shall count as regular service toward retirement and for consideration in regard to salary adjustments.

3. SALARY

Salary payments shall be made in accordance with the general time schedule for payment of salaries in the school system. Regular deductions for Teachers' Pension Fund shall be continued and other benefits to which the teacher is entitled as a term and condition of employment shall be provided.

4. ADDITIONAL COMPENSATION

A teacher granted professional improvement leave of absence may not associate for compensation with any person, persons or organization during the school year, unless the Board of Education and Superintendent approve such association as

beneficial to this school system and only then upon the conditions prescribed.

5. REQUIREMENT TO RETURN

Prior to the granting of professional improvement leave of absence, the applicant shall enter into a contract to continue in the service of the Millburn Township Public Schools for a period of at least two (2) years after the expiration of the leave of absence. Failing to so continue in service, the employee shall repay to the Board of Education of Millburn a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the two subsequent years of service bears to the full two years, unless the teacher is incapacitated or has been discharged.

6. REPORT

Employees on such leave shall make written reports to the Superintendent as he/she may require

B. COURSE TUITION REIMBURSEMENT

To foster the educational improvement of teachers through continuing formal graduate level study, the Board shall provide tuition reimbursement for courses of study approved by the Superintendent in accordance with the following provisions:

1. The course of study must be directly related to the teacher's assigned instructional area.
2. Credits applicable for Column Five Salary Guide are to be earned in a matriculated graduate program leading to the Masters Degree. Credits applicable for Column Six Salary Guide Placement are to be earned subsequent to attainment of the Masters Degree for which Salary Guide Column Five Placement is granted and must be in graduate level courses which would be applicable for advanced degree credit.
3. The program of courses must have the prior approval of the Superintendent.
4. The Board agrees to reimburse the teacher for courses taken in accordance with the provisions of

this Article in the amount of ninety (90) percent of the course tuition cost of New Jersey State Colleges if the course is taken at a New Jersey State College. If the course is taken at Rutgers University or at another school whose course tuition rate is greater than Rutgers, reimbursement is to be ninety (90) percent of Rutgers tuition rate for comparable credits.

5. Teachers currently enrolled in programs previously approved by the Superintendent shall be eligible for tuition reimbursement under this Article for courses taken after July 1, 1989.

Placement is granted and must be in graduate level courses which would be applicable for advanced degree credit.

ARTICLE XV WORK DAY - TEACHERS

A. LENGTH OF DAY

The normal in-school day for teachers shall consist of not more than seven (7) hours and forty (40) minutes. However, it is clearly understood that, as professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.

B. IN-SCHOOL WORK YEAR

The in-school year for teachers shall consist of not more than 186 working days.

C. FACULTY MEETINGS

After-school faculty meetings shall be limited to two per month except under unusual circumstances.

D. LUNCH PERIOD

Each teacher shall have a duty-free lunch period.

E. INCLEMENT WEATHER

When students are dismissed early due to inclement weather, the teachers shall be dismissed fifteen (15) minutes after students are dismissed.

F. PARENT CONFERENCES

There shall be three (3) scheduled extended single session days including one (1) evening in the Fall and again in the Spring for purposes of parent meetings at the Elementary level.

PARAPROFESSIONAL WORK DAY

A. LENGTH OF DAY

The normal work day for full-time paraprofessionals shall be six (6) hours and twenty (20) minutes excluding lunch period. The normal work day for part-time paraprofessionals shall be determined by position assignment. Should a Building Principal require the service of a paraprofessional for a longer period of time on any given day, the Principal may adjust time requirements during that week so as not to exceed required time for the week.

B. INCLEMENT WEATHER AND EMERGENCY CLOSINGS

In the event of a District-wide closing paraprofessionals normally scheduled to work on those days shall be excused. In the event, however, that not all schools are closed the affected employee may be temporarily assigned to another location or to perform other work. When schools are closed for the afternoon and professional staff members are excused. Paraprofessionals previously scheduled to work the full day shall be excused for the remainder of the day. Payment for times when paraprofessionals are excused from work is set forth in Article XXIV - Salaries.

SECRETARY WORK DAY AND WORK YEAR

- A. Secretarial personnel are paid the regular contractual rate for a thirty-five (35) hour work week from Monday through Friday. Regular work days shall be seven (7) hours exclusive of a regularly scheduled duty free lunch period.
- B. "Overtime Work" is defined as work performed in excess of the normal thirty-five (35) hour work week. No overtime work is to be undertaken without the prior

approval of the School Principal or the appropriate Education Center Administrator.

- C. Time worked over thirty-five (35) hours but not more than forty (40) hours in a given work week, shall be paid at the regular contractual rate of pay. Time worked over forty (40) hours in any given work week shall be paid at the rate of 1-1/2 times the regular contractual rate of pay. Work performed on Sundays and on designated Holidays when schools and offices are closed shall be paid at the rate of 1-1/2 times the regular contractual rate of pay.
- D. When the Superintendent closes schools due to inclement weather all offices will be closed and no secretary need report to work.
- E. In the event the number of school closings due to inclement weather requires the Board to schedule extra days for instruction, secretaries will be required to comply with calendar changes without extra compensation.
- F. When schools are open, if conditions make reporting to work impossible, the employee is to inform his/her Immediate Supervisor of this fact as soon as possible. Such absence may be charged against the employee's personal absence time subject to the Principal's or Supervisor's recommendations and the approval of the Assistant Superintendent for Business.
- G. Procedure for early dismissal of employees for reasons of inclement weather shall be the same as those above. The Superintendent shall designate the time when secretaries may leave.
- H. Ten (10) month employees required to report to work prior to September 1 will be entitled to the benefits provided by this Agreement as if they had been required to report on September 1 or thereafter.
- I. A copy of the school calendar, as established by the Board, shall be provided for secretarial personnel and attached to the Agreement.

**ARTICLE XVI
SECRETARY VACATIONS**

- A. Each twelve (12) month secretary who has been continuously employed for less than five (5) years shall receive one day of vacation for each month of continuous employment between July 1 and June 30, of any fiscal year provided that the total number of vacation days in any year shall not exceed ten.
- B. Each twelve (12) month secretary who has been continuously employed for five (5) or more years shall receive fifteen (15) days vacation each year between July 1 and June 30.
- C. Each twelve (12) month secretary who has been continuously employed by the Board for ten (10) or more years shall receive twenty (20) days vacation each year between July 1 and June 30 of the year following that in which said vacation entitlement was earned.
- D. Earned vacation time as outlined in A, B and C shall be used by no later than June 30 of the year immediately following the year in which such vacation time was earned. Vacation days are not accumulative from year to year. Except for terminating employees, no financial reimbursement will be made for unused vacation days.
- E. An employee resigning his/her position shall give ten (10) working days notice. Earned vacation shall be paid according to the proportion of full months worked to the total Contract year, unless proper notice has not been given.
- F. The selection of vacation time requires the prior approval of the Immediate Supervisor, subject to the requirements of the work load. In the event of conflicting requests which would not permit the normal continuation of the work function, employment seniority of the employee will be considered.
- G. Forms for the selection and approval of vacations will be provided by the Personnel Office. All approved requests shall be returned to the Personnel Office by no later than May 31 of each year for the next year's vacation.

**ARTICLE XVII
INSURANCE PROTECTION**

The Board shall provide annually contracted full-time Unit employees with the following insurance protection benefits. Full-time employment shall be twenty (20) or more hours per week.

A. HEALTH BENEFITS

The Board of Education shall provide one hundred percent (100%) of the cost of the health benefits on a family plan basis for the period July 1, 1993 through June 30, 1996, in the following health benefit plans:

1. Blue Cross
2. Blue Shield
3. Rider "J"
4. Major Medical

If lesser coverage is more appropriate because of the employee's family status, such coverage will be provided in lieu of the family plan basis.

Provided, however, such health benefits plans may be changed by mutual consent of the Board and the Association with effect at July 1, 1994, or July 1, 1995.

There shall be established a committee consisting of two (2) representatives of the Board and two (2) representatives of Association for the purpose of analyzing and discussing various alternative proposals for health benefits. Such committee may also include one (1) representative of each other affected employee Associations. Not later than February 15, 1994, such committee may recommend to the Board and the Association an alternative proposal. Each of the Board and the Association may recommend to its full membership the substitution of the alternative health benefits plan for the existing health benefits plan for the year beginning July 1, 1994. If the existing health benefits plan remains in effect for the year beginning July 1, 1994, the above described process shall be repeated for the following year.

In the event the Cost to the Board of health care coverage for the year commencing July 1, 1994, ("1994 Cost") deviates from the Cost of health care coverage for the year beginning July 1, 1993, ("1993 Cost"), there shall be adjustments made to the salary of each

member of the Association for the year commencing July 1, 1994, as listed in the salary guide, as described below:

1.If the 1994 cost is less than 112 percent of the 1993 Cost, the salary guides for teachers and secretaries shall be increased beyond 5.5 percent for 1994-1995 year by an amount equal to one tenth of 1 percent for each 1 percent or part thereof by which the 1994 Cost is less than 112 percent of the 1993 Cost, with a maximum increase in salary cost for 1994-95 of 0.5 percent.

2.If the 1994 cost is greater than 112 percent of the 1993 Cost, the salary guides for teachers and secretaries shall be decreased in an amount equal to one tenth of 1 percent for each 1.5 percent by which the 1994 Cost exceeds 112 percent of the 1993 Cost, with a maximum decrease in salary cost for 1994-95 year of 0.4 percent.

In the event the Association approves the substitution of an alternative health benefits plan, there will be no decrease in salary regardless of the percentage differential between 1994 Cost and 1993 Cost, but any differential which results in an increase in salary will be effective.

In the event the Cost to the Board of health care coverage for the year commencing July 1, 1995 ("1995 Cost"), deviates from the Cost to the Board of health care coverage for the year beginning July 1, 1994 ("1994 Cost"), there shall be adjustments made to the salary of each member of the Association for the year commencing July 1, 1995, as listed in the salary guide, as described:

1.If the 1995 Cost is less than 112 percent of the 1994 Cost, the salary guides for teachers and secretaries shall be increased beyond 5.5 percent for 1995-96 year by an amount equal to one tenth of 1 percent for each 1 percent or part thereof by which the 1995 Cost is less than 112 percent of the 1994 Cost, with a maximum increase in salary cost for 1995-96 of 0.5 percent.

2.If the 1995 Cost is greater than 112 percent the 1994 Cost, the salary guides for teachers and secretaries shall be decreased in an amount equal to one tenth of 1 percent for each 1.5 percent by which the 1995 Cost exceeds 112 percent of the

1994 Cost, with a maximum decrease in salary cost for 1995-96 of 0.4 percent.

In the event the Association approves the substitution of the alternative health benefits plan, there will be no decrease in salary regardless of the percentage differential between 1995 Cost and 1994 Cost, but any differential which results in an increase in salary will be effective.

Salary guide increases or decreases for 1994-95 and 1995-96 years associated with changes in health insurance cost are shown in attached tabulation. Range of salary increases or decreases at each salary guide level for 1994-95 and 1995-96 are shown on attached salary guides.

"Cost to the Board of health care coverage" for any year shall be determined by applying the premium rates charged for the year in question to the actual census for the year commencing July 1, 1993, with no changes in the type of coverage elected for each member in that census.

B. Employee Assistance Program:

The Board shall provide an employee assistance program at a cost not to exceed \$35.00 per employee per year.

C. Dental Insurance:

The Board shall provide present unit employees who continue in the employ of the Board during the term of the successor agreement with the current dental insurance plan. Those employees who elect the PPO option made available July 1, 1992, shall receive a cash payment equal to fifty percent (50%) of the difference between the premium cost of the Board's dental and the cost of the PPO plan. Unit employees first contracted by the Board subsequent to June 30, 1992, shall be provided with the PPO Dental Plan. Those employees shall have the option to purchase coverage under the Board's dental plan by payment, via payroll deduction, of the premium cost difference between the PPO Plan and the Board's dental plan.

Health and Dental Plan benefits for employees on leave of absence without pay are to be applied consistent with regulations established by the State Health Benefits Commission and applicable insurance carriers.

D. Comparable Coverage:

For secretaries and paraprofessionals, nothing stated herein shall prevent the Board of Education from securing comparable coverage, at its expense or saving, from other insurance agencies or companies.

**ARTICLE XVIII
VOLUNTARY TRANSFERS AND ASSIGNMENTS**

TEACHERS

A. Filing Requests

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 their immediate supervisor with a copy to the Superintendent of Schools at any time preceding the school year in which change is to be effective. Such statement shall include the grade and/or subject to which the teacher wishes to be assigned and the school or schools to which transfer is requested, in order of preference.

B. Consideration for Transfer

In the determination of request for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. A request for transfer, if denied, may be resubmitted in the following school year.

SECRETARIES

A. TRANSFERS

An employee desiring a transfer to another assignment shall make such request in writing to the Personnel Office. The Assistant Superintendent for Business shall review the request and endeavor to place the employee in another position, if possible.

**ARTICLE XIX
INVOLUNTARY TRANSFERS AND ASSIGNMENTS**

TEACHERS

A. NOTIFICATION

Notification of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than June 15. Whenever an involuntary transfer or reassignment is made, the principal shall meet with the teacher involved, at which time the teacher shall be notified of the reason for such transfer or assignment.

B. CONSIDERATION FOR TRANSFER

When an involuntary transfer or reassignment is necessary, the wishes of a teacher shall be considered. However, all such transfers and reassignments shall be made at the sole discretion of the Board.

SECRETARIES

A. TRANSFERS

An employee desiring a transfer to another assignment shall make such request in writing to the Personnel Office. The Assistant Superintendent for Business shall review the request and endeavor to place the employee in another position, if possible.

**ARTICLE XIX
INVOLUNTARY TRANSFERS AND ASSIGNMENTS**

TEACHERS

A. NOTIFICATION

Notification of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than June 15. Whenever an involuntary transfer or reassignment is made, the principal shall meet with the teacher

involved, at which time the teacher shall be notified of the reason for such transfer or assignment.

B. CONSIDERATION FOR TRANSFER

When an involuntary transfer or reassignment is necessary, the wishes of a teacher shall be considered. However, all such transfers and reassignments shall be made at the sole discretion of the Board.

SECRETARIES

A. TRANSFERS

Involuntary transfers shall be made only when and if the best interest of the school system is served in the judgment of the Administration. The Assistant Superintendent for Business shall discuss the transfer with the employee and the Immediate Supervisor and shall make the final assignment in writing.

**ARTICLE XX
TEACHER EMPLOYMENT**

A. STANDARD CERTIFICATES

The Board agrees to hire only fully certificated teachers holding standard certificates issued by the New Jersey Board of Examiners for every teaching assignment, except in case of emergency or special circumstances.

B. NON-CERTIFICATED PERSONNEL

To the extent possible under practical operating conditions, positions which are vacant because teachers are temporarily absent shall be filled by teachers who hold a standard certificate issued by the New Jersey State Board of Examiners.

**ARTICLE XXI
PROMOTION POLICY**

TEACHERS

A. DEFINITION

A promotional position is one that requires a certificate higher than the one required by an individual's present position and pays a higher salary. The only exception to this rule shall be Head Coach.

B. PROCEDURES

All vacancies in promotional positions will be publicized as follows:

1. ANNOUNCEMENT

a. The staff shall be notified by posting of any promotional positions before or simultaneously with any advertisement in professional search agencies. Three copies of each posting will be sent to the Association at the time of posting.

b. When school is in session a notice of vacancy will be given at least ten (10) calendar days before the final date for receiving applications. If a vacancy occurs during the summer, a notice will be mailed to all staff members and a twenty (20) calendar day time limit will prevail.

c. A notice will include the title of the vacancy, the qualifications desired of applicants, and the required certification. If any of these items is changed, the staff will be duly notified in accordance with the above procedure. If a change is made, ten (10) additional calendar days will be granted for filing applications with the Superintendent.

d. Other vacancies not subject to this promotional policy will also be announced.

2. NOTIFICATION

a. The receipt of applications by the Superintendent will be acknowledged promptly in writing.

b. All applications from qualified staff members will be given full consideration. In the event that two or more candidates appear to be equally qualified, preference will be given to those candidates presently employed by the Board of Education.

c. All applicants will be notified by letter, mailed within ten (10) school days following official Board action, concerning the appointment which has been made.

SECRETARIES

A. JOB POSTING

1. The Board of Education will endeavor to give its permanent employees every opportunity and consideration to aspire to ten (10) or twelve (12) month positions as may be created, or become vacated from time to time. Such positions shall be announced in the Superintendent's Bulletin. In the event the Superintendent's Bulletin is not published or is discontinued, such positions shall be posted in each school office and in the Education Center to afford all interested personnel an opportunity to apply.

2. The vacancy will not be permanently filled for a period of five (5) working days after the date of publication, or in the event of posting, the notice of vacancy shall be posted for a period of five (5) working days before the final date when applications must be submitted. A copy of the Bulletin, or in the event of posting, a copy of said notice shall be sent to the President of the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Assistant Superintendent for Business within the time limit specified in the notice.

3. A ten (10) month employee wishing to be notified of any vacancies occurring during July and August

may indicate that desire by June 15, in writing, to the Personnel Office who will mail a notice of any such vacancies to the interested employee. The notice will state the final date when applications must be submitted which will be no less than fifteen (15) days from the date of mailing.

4.A ten-month secretary promoted to a twelve-month position shall receive vacation entitlement as set forth in Article XVI with entitlement amount based on the time of continuous employment with the District inclusive of time in ten-month secretarial position.

ARTICLE XXII EVALUATION

TEACHERS

A. PROCEDURE

Teachers are to receive periodic evaluation of performance in accordance with the procedure for evaluation as authorized by the Board and contained in the Administrative Regulations and posted on all teacher bulletin boards.

B. WITHHOLDING INCREMENTS

In accordance with Title 18A:29-14 Revised Statutes of the State of New Jersey, the Board retains the right to withhold increments.

C. CHANGE OF PROCEDURE

When changes of evaluation procedure are contemplated, the Superintendent and the President of the Association will create a Joint Administration-Association Committee to make recommendations to the Board of Education.

SECRETARIES

A. At least once annually, each secretary will be evaluated by the Principal/Immediate Supervisor.

1. The annual evaluation will be formalized in an annual conference. The conference will consist of

the Principal's/Immediate Supervisor's evaluation of work performance of the employee and any other matters which may be appropriate.

2. Following the conference, an annual evaluation report shall be forwarded to the office of the Assistant Superintendent for Business. This report shall include the evaluation by the Principal/Immediate Supervisor and any other pertinent information resulting from the conference. Before the report is forwarded, it shall be signed by both the Principal/Immediate Supervisor and the employee. Signatures will mean only that a conference was held and that the items included were discussed. The employee shall receive a copy.
 3. If the employee desires to submit additional material concerning the annual evaluation, he/she shall submit a copy to the Principal/Immediate Supervisor and to the Assistant Superintendent for Business for attachment to the evaluation report within ten (10) working days of the annual evaluation conference. A working day is any day the Administrative Office is open.
- B. A secretary shall have the right to reply in writing to any adverse non-confidential material in his/her personnel file, which reply shall be attached to the adverse material. Should said secretary desire a copy of the non-confidential material he/she may copy said material by hand or the same may be made available at cost by the Board Office. A secretary's personnel file shall be made available for inspection by the secretary only after a request is made to the office of the Assistant Superintendent for Business. Said request and inspection shall be made within a reasonable amount of time. There shall not be more than two such inspections in any one year. Notwithstanding the foregoing, no confidential material shall be made available at any inspection.

**ARTICLE XXIII
REDUCTION IN FORCE AND REEMPLOYMENT**

TEACHERS

A. COVERAGE

1. BOARD RIGHTS

The Parties confirm that the Board of Education has and retains the right to make reductions in force pursuant to N.J.S.A. 18A:28-9 et seq. and N.J.A.C. 6:3-1.10. The provisions of this article apply to tenured certificated teachers as set forth in Article I of this Agreement.

2. TEACHER ENTITLEMENT

The holder of a provisional certificate shall be entitled to seniority rights but not over the holder of a standard certificate. The holder of an emergency certificate shall not be entitled to seniority rights, but when the teacher becomes the holder of a provisional or standard certificate, the years of employment under the emergency certificate shall count toward seniority under the provisional or standard certificate, as the case may be.

B. SENIORITY

To the extent not inconsistent with N.J.S.A. 18A:28-9 et. seq. and N.J.A.C. 6:3-1.10 and the regulations of the Commissioner of Education, the Parties agree that, for the purposes of this Agreement, "Seniority" shall mean the period of consecutive employment by the teacher in the District, including experience in District in the position from which the teacher was dismissed by reason of the reduction in force. Not more than one (1) year of employment may be counted toward seniority in any one (1) academic or calendar year. Whenever a teacher shall hold employment simultaneously in two or more categories, seniority shall be counted in the category in which the teacher spends the greatest percentage of time. If the percentage of time spent in two or more categories shall be equal, the teacher shall be permitted to elect in which category seniority shall be counted.

C. RECALL

A teacher dismissed by reason of reduction in force shall be entitled to be placed and to remain upon a preferred eligibility list in order of seniority for reemployment whenever a vacancy occurs in the position from which such teacher was dismissed. Such teacher shall be reemployed by the Board if and when such vacancy occurs.

D. NOTICE OF RECALL

Notice of Recall to teachers to which this Article is applicable shall be given to those teachers on the preferred eligibility list by letter to last known address in order of seniority within a reasonable time, after such vacancy occurs, and such teacher shall have a reasonable period of time, in which to give the Board notice of intent to return to the position.

E. RESPONSE TO RECALL

In the event such teacher shall fail to respond to the notice from the Board, or if the teacher gives notice of not desiring to return to the position, all seniority rights shall be forfeited.

F. SENIORITY UPON REEMPLOYMENT

Seniority shall not be accumulated during the period following dismissal by reason of reduction in force, but, upon reemployment pursuant to the terms of this Article, such teacher shall have accumulated seniority to the date of such dismissal.

G. ABOLISHMENT OF POSITION

Whenever a teacher to which this Article is applicable is notified that that teacher's particular employment shall be abolished in a category, the teacher shall be given that employment in the same category to which the teacher is entitled by seniority. If the teacher shall have insufficient seniority for employment in the same category, the teacher shall revert to the category in which the teacher held employment prior to employment in the same category, and shall be placed and remain upon the preferred eligible list of the category from which the teacher reverted until a vacancy shall occur in such category as entitled by seniority.

H. INSUFFICIENT SENIORITY

If a teacher to which this Article is applicable has insufficient seniority in the category to which that teacher shall revert, the teacher shall, in like manner, revert to the next category in which employment was held immediately prior to employment in the category to which the teacher shall have reverted, and shall be placed and remain upon the preferred eligibility list of the next preceding category, and so forth, until the teacher shall have been employed or placed upon all the preferred eligibility lists of the categories in which the teacher formerly held employment in the school District.

SECRETARIES

A. SEVERANCE PAY

A secretary with ten (10) or more years of service as a secretary in the Millburn School District whose employment is terminated as a result of a reduction-in-force shall receive four (4) weeks of pay at the time of termination as severance pay. For service in excess of ten years, the severed employee shall receive one (1) week of pay for each full year in excess of ten years to a maximum of twenty-six (26) weeks.

ARTICLE XXIV SALARIES

TEACHERS

A. SALARY SCHEDULE

The salary of each teacher covered by this Agreement is set forth in Schedule A which is attached hereto and made a part hereof. This Salary Guide is an Agreement between the Board and the Association for the 1993-94, 1994-95 and 1995-96 School Years. It may not be changed without mutual agreement between the Board and the Association.

B. APPOINTMENT OF NEW MEMBERS TO STAFF

Full salary guide credit may be granted teachers for prior experience as determined by the Superintendent. Experience credit may be given for other than teaching experience. Full credit may be given for military experience. When an ex-teacher is appointed, full credit shall be allowed for previous teaching in the Millburn District. The above provisions shall not be retroactive in relation to persons presently employed.

C. SALARY INCREASES

The steps of the Salary Guide are designed to reward a teacher for performing effectively in teaching and other professional assignments. While each teacher is expected to meet this requirement, an increase is not granted automatically. It is dependent upon a favorable performance report, the Superintendent's recommendation, and the Board of Education approval.

D. ELIGIBILITY FOR ADVANCEMENT

1. COLUMN POSITION

In order to be eligible for advancement to Columns 5, 6, and 7 a teacher must submit credits which have been earned in a recognized institution of higher learning in a post-baccalaureate degree program of study. A Master's Degree is required for advancement to Column 5, and a Master's Degree plus 30 credits are required for advancement to Column 6. An earned Doctorate is required for the advancement to Column 7. All programs and/or courses taken after initial appointment must be approved in advance by the Superintendent of Schools if they are to be submitted for credit toward advancement to a higher professional training category.

2. INTERCOLUMN POSITION

Teachers on the Fourth, Fifth or Sixth year training level receiving intercolumn salary amounts in 1982-83 will receive \$600 intercolumn annual salary, effective July 1, 1984, for sixteen (16) approved collegiate credits if eligible because of mid-column guide placement. There will be no additional mid-guide placements as of July 1, 1983.

E. TEACHER NOTIFICATION OF EARNED CREDITS

Degree or credits earned prior to September 1 and submitted to the Superintendent prior to October 15 of any given school year shall be effective in determining the salary for the school year within which such dates fall.

F. COACHES AND EXTRA CURRICULAR GUIDES

1. SALARIES

The added compensation under the Coaching Salary Guide and the Salary Guide of Extra Pay for Extra Services is set forth in Schedules B and C, respectively, attached hereto. Such salaries shall not be part of the teacher's contract salary.

An advisory committee comprised of the Athletic Director, two representatives from the Board Health and Physical Education Committee and two Association representatives shall recommend to both Board and Association negotiations committees any changes deemed advisable in the categories of Schedule B. This Committee shall report to the negotiations committees within three months following ratification of this Agreement.

The Parties may then re-open negotiations of category changes in Schedule B. All adjustments to categories shall be retro-active to July 1, 1993.

2. CREDIT FOR COACHING EXPERIENCE

When an assistant coach becomes a head coach in any sport, credit will be given for coaching experience and payment will be based on the Head Coach's Salary Guide. A coach may be granted experience credit for prior experience in coaching.

3. APPOINTMENT OF ASSISTANT COACHES

The Board may increase or decrease the number of assistant coaches in any sport but the salary agreement will not be changed.

4. STEPS FOR EXTRA PAY FOR EXTRA SERVICES

For 1993-94, the base for the Salary Guide of Extra Pay for Extra Services will be \$33,100. For 1994-95, the base for the Salary Guide of Extra Pay for Extra Services will be \$34,921. For 1995-96, the base for the Salary Guide of Extra Pay for Extra Services will be \$36,842. The steps on the Salary Guide of Extra Pay for Extra Services will be computed for each respective year by multiplying the base for that year by the percentage designated for each assignment.

NOTE: The "base salary" for Extra Pay for Extra services for each year of the Agreement shall be adjusted as per teacher and secretary salary increases as determined by the insurance rate/salary increase adjustment formula set forth in Article XVII - Insurance Protection of this Agreement.

G. PAY DATES

Teachers and paraprofessionals are to be paid twice monthly during the school year on the 15th and 30th of each month. Should any pay date fall on a weekend or holiday, teachers will be paid on the last school day preceding.

H. SUMMER PAYMENT PLAN

1. PROCEDURE

Teachers and paraprofessionals employed for an academic year may indicate in writing their desire to participate for a full year in the summer payment plan, i.e. from September 1 through June 30. For those participating, ten (10) percent of each semi-monthly or monthly check will be withheld and will be deposited in an account in the Core State Bank. At the end of the school year the bank will mail a check to each participant, including interest at the bank's prevailing rate.

2. WITHDRAWAL

A teacher enrolled in the plan for a full year will be continued for the next full year unless indication in writing of intent to withdraw is

given. Such requests must be received by the Assistant Superintendent for Business by August 1.

I. PAYROLL DEDUCTIONS

Teachers, paraprofessionals and secretaries may request, upon application on forms provided by the Board of Education, payroll deductions for the following: MEA and Affiliate Dues, N.J. Supplemental Annuity Plan, Summer Payment Plan, Essex County Teachers Federal Credit Union, Washington National Insurance, and Tax Sheltered Annuity Plans through Higham-Whitridge Securities, Inc., The Prudential Asset Management Company and Equitable Life Assurance Company. Upon written request from the Millburn Education Association, tax sheltered annuity plans sponsored by companies other than those listed above may be substituted for the listed companies, provided that not more than three (3) such plans shall be authorized at any one time for payroll deductions.

J. SUMMER SCHOOL

Payment for High School summer school teachers and nurse shall be at the rate of \$2,600 for a full summer session and \$1,300 for one-half session. Elementary School summer school shall be paid on a pro-rated basis to High School summer school.

K. HOME INSTRUCTION

The hourly rate for home instruction will be \$51.00 per hour for the term of this Agreement.

L. CURRICULUM WRITING

Assigned duties for curriculum writing during the summer or on days when school is not in session shall be paid at 1/200th of annual salary per day.

M. TERMINAL LEAVE PLAN

At the time of retirement the Board will pay the retiring teacher for unused accumulated sick day leave. Payment is to be made upon retirement under TPAF with pension payments to begin effective upon separation from the District. Deferred retirement is not eligible. For teachers eligible to retire who die prior to such retirement, payment of the entitlement at time of death shall be made to estate of deceased. In the event of termination due to reduction of force,

a teacher involuntarily terminated shall be eligible for terminal leave payment under this Article. A teacher who resigns after completion of twenty (20) years of service shall also be eligible for terminal leave payment under this Article.

Payment for accumulated sick days shall be at the rate of \$33.00 per day for all accumulated sick days.

A teacher, to be eligible for terminal leave payment under the provisions of this Paragraph, must retire either at the end of the school year in June or at the end of the first semester and must provide three months notice in writing to the Superintendent of intention to retire. This requirement may be waived by the Superintendent in cases where retirement is due to disability or hardship.

N. AUTOMATIC PAYROLL DEPOSITS

The Board shall provide automatic payroll deposits for employees upon request on forms provided by the Board. It is understood by the Parties that the Board shall provide this service only if no cost is incurred by the Board as a result.

PARAPROFESSIONALS

- A. The salaries of paraprofessionals covered by this Agreement are to be as follows:

Full time (20 or more hours/week)

1993-94 Sixty one (61) dollars per day
1994-95 Sixty four (64) dollars per day
1995-96 Sixty seven (67) dollars per day

Part time (less than 20 hours/week)

1993-94 Twelve dollars per hour
1994-95 Twelve dollars seventy cents per hour
1995-96 Thirteen dollars forty cents per hour

- B. Paraprofessionals shall be paid their normal hourly or daily salary when work is unavailable because of school closing due to inclement weather or other emergency. Such payment of salary shall apply only if the employee affected was scheduled to work on the day schools are closed. In the event not all schools are closed, the affected employee may be temporarily assigned to another location or to perform other work. The number

of such paid days shall be limited to five (5) per teacher aide in any school year.

- C. After seven (7) years of employment in the Millburn School District, paraprofessional employees shall receive a longevity payment of five hundred (500) dollars.

SECRETARIES

- A. The salaries of all secretaries covered by this Agreement are set forth in the Secretary Schedule D which is hereto attached and made a part hereof.
- B. Twelve (12) month employees shall be paid in twenty-four (24) equal semi-monthly installments and ten (10) month employees shall be paid in twenty (20) equal semi-monthly installments.
1. When pay day falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
 2. Ten (10) month employees may individually elect to have ten percent (10%) of their monthly salary deducted from their pay which shall be placed in an interest bearing savings account in the employee's name in a summer payment plan.
 3. Secretaries hired prior to January 1 of any Contract year shall be eligible for a salary increment step in the following year.
- C. Elementary school Principal's secretaries shall be classified as Group II - 10 Month positions. The secretary to Supervisor of Special Services position shall remain classified as a Group II, 12 Month position during occupancy by the employee incumbent in that position during the 1991-92 year. Following vacation of position by said incumbent, the position shall be classified as Group III, 12 month. The following positions are classified as Group II, 12 Month:

Secretary to the High School Principal
Secretary to the Middle School Principal
Secretary to the Supervisor of Special Services
(until incumbent vacates position)
Payroll/Bookkeeper

The following positions are classified as Group II, 10 month:

Secretary - Registrar/Computer Service - High School
Secretaries to the Elementary School Principals

All other secretarial positions in the District fall into Group III, either 10 month or 12 month.

D. EXPENSE REIMBURSEMENT

Secretaries authorized to use their own automobiles in the performance of their duties and secretaries who are assigned to more than one school per day shall be reimbursed at the Internal Revenue Service allowable mileage reimbursement rate for all assigned driving between the first location at the beginning of their work day and the close of said day.

E. TERMINAL LEAVE PLAN

At the time of retirement, the Board will pay the retiring secretary for unused accumulated sick day leave. Payment is to be made upon retirement under the provisions of the pension plan with pension payments to begin effective upon separation from the District.

Early retirement prior to age fifty-five (55) or a deferred retirement is not eligible; however, a secretary who resigns, takes early retirement prior to age fifty-five (55) or takes a deferred retirement and has completed twenty (20) years of service in Millburn School District shall be eligible for payment under this Article. For secretaries eligible to retire who die prior to such retirement, payment of the entitlement at time of death shall be made to estate of deceased. In the event of termination due to reduction of force, a secretary involuntarily terminated shall be eligible for terminal leave payment under this Article.

Payment for accumulated sick days shall be at the rate of \$33.00 per day for all accumulated sick days.

A secretary, to be eligible for terminal leave payment under the provisions of this Paragraph, must provide three (3) months notice in writing to the Superintendent of intention to retire. This

requirement may be waived by the Superintendent in cases where retirement is due to disability or hardship.

F. SUBSTITUTE CALLER STIPEND

The Board shall provide annual stipends of one thousand (\$1,000) dollars for each of two secretaries designated by the Board to call substitutes.

**ARTICLE XXV
DUES AND REPRESENTATION FEES**

- A. Professional or organizational dues will be deducted from the regular pay checks for each employee of the Bargaining Unit who requests in writing, on the proper form for that purpose, that his/her dues be deducted. Such written requests for deductions starting in September are to be submitted to the Personnel Office by July 1. One-tenth (1/10) of the annual total of dues will be deducted for each of the ten (10) months, September-June. Late requests for dues deductions will be honored up to October 31. The collection of dues from enrollments after October 31 will be the responsibility of the Association. Late requests for dues deduction that are too late for September checks will have two months deducted from the October check, or three (3) months from the November check, or four months from the December check, depending on which becomes the first possible month for deduction of dues. An employee will be continued on dues deduction from year to year unless he/she requests in writing to the Personnel Office, prior to July 1, that he/she be dropped from payroll dues deduction.
- B. In the event an employee leaves the employment of the Board of Education prior to the end of the fiscal year, dues payments will terminate as of the last month of employment.
- C. A Representative Fee of 85% has been agreed to by the Parties. The Association will provide a listing of Bargaining Unit members who are non-Association members to the Board within a reasonable period of time after the commencement of the school year.

The Board will transmit in timely fashion, in accordance with the present procedure for payroll

deductions, monies due the Association under this Article.

The Association will indemnify the Board against all costs and expenses, including attorney's fees, incurred in any employee claim, litigation or action against the Board arising from implementation of this Article. Legal counsel representing the Board shall be with the approval of the Association and the Association reserves the right to select the legal counsel to defend the Board.

ARTICLE XXVI MISCELLANEOUS ITEMS

A. NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination in the hiring, assignment, promotion or transfer of employees, or in their full participation in the Association or in the application or administration of this Agreement on the basis of race, creed, sex, color, religion, or national origin.

B. COMPLIANCE OF CONTRACTS

Any individual employment contract between the Board and an individual employee shall not contain provisions in violation of this Agreement.

C. CREATING POSITIONS

When the Board creates a new bargaining unit position, the salary for that position is to be negotiated.

D. PRINTING CONTRACT

The Board and the Association agree to a 50/50 sharing of the cost of a mutually agreed upon format contract.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1993, and shall continue in effect until June 30, 1996, subject to the Association's right to negotiate a successor agreement in accordance with Article II herein. This Agreement shall not be extended by oral or written agreement, and it is

expressly understood that it shall expire on the date indicated.

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized officers on DATE .

FOR THE ASSOCIATION

Leis E. Inganger

Margaret Warren

Maria Gallitelli

William Dixon

FOR THE BOARD

Benjamin A. Steinsberg

Will [unclear]

Carol P. [unclear]

A. K. [unclear]

SCHEDULE A
 MILLBURN PUBLIC SCHOOLS
 TEACHERS SALARY GUIDE FOR 1993-96
 COLUMN 4

<u>LEVEL</u>	<u>YEAR 1 1993-94</u>	<u>YEAR 2 1994-95</u>	<u>YEAR 3 1995-96</u>
1	30500	31250	32000 31750 31550
2	31500	32250	33000 32750 32550
3	32500	33250	34000 33750 33550
4	33500	34250	35000 34750 34550
5	34500	35250	36000 35750 35550
6	35800	36450	37000 36750 36550
7	37100	37750	38500 38250 38050
8	38400	39050	40200 39950 39750
9	39900	40350	41900 41650 41450
10	41400	41750	43600 43350 43150
11	43200	44450	45500 45250 45050

SCHEDULE A
 MILLBURN PUBLIC SCHOOLS
 TEACHERS SALARY GUIDE FOR 1993-96
 COLUMN 4

<u>LEVEL</u>	<u>YEAR 1</u> <u>1993-94</u>	<u>YEAR 2</u> <u>1994-95</u>	<u>YEAR 3</u> <u>1995-96</u>
12	47000	48250	49500 49250 49050
13	50900	53050	55900 55650 55450
14-19	51400	53550	56400 56150 55950
20-24	52400	54550	57400 57150 56950
25+	52900	55050	57900 57650 57450

Middle numbers correspond to 5.5% & 12% health costs increase

Bottom numbers reflect 5.1%; top numbers reflect 6.0%

1994-95 Salary figure adjusted for 6% increase

SCHEDULE A
 MILLBURN PUBLIC SCHOOLS
 TEACHERS SALARY GUIDE FOR 1993-96
 COLUMN 5

<u>LEVEL</u>	<u>YEAR 1</u> <u>1993-94</u>	<u>YEAR 2</u> <u>1994-95</u>	<u>YEAR 3</u> <u>1995-96</u>
1	32500	33250	34100 33850 33650
2	33500	34250	35100 34850 34650
3	34500	35250	36100 35850 35650
4	35500	36250	37100 36850 36650
5	36700	37250	38300 37050 37850
6	37900	38750	39600 39350 39150
7	39200	40450	41300 41050 40850
8	40500	42250	43000 42750 42550
9	42000	44250	44800 44550 44350
10	43500	46250	46900 46650 46450
11	46800	48450	49500 49250 49050

SCHEDULE A
 MILLBURN PUBLIC SCHOOLS
 TEACHERS SALARY GUIDE FOR 1993-96
 COLUMN 5

<u>LEVEL</u>	<u>YEAR 1 1993-94</u>	<u>YEAR 2 1994-95</u>	<u>YEAR 3 1995-96</u>
12	52000	53750	56200 55950 55750
13	57700	60250	63100 62850 62650
14-19	58200	60750	63600 63350 63150
20-24	59200	61750	64600 64350 64150
25+	59700	62250	65100 64850 64650

Middle numbers correspond to 5.5% & 12% health costs increase

Bottom numbers reflect 5.1%; top numbers reflect 6.0%

1994-95 Salary figure adjusted for 6% increase

SCHEDULE A
 MILLBURN PUBLIC SCHOOLS
 TEACHERS SALARY GUIDE FOR 1993-96
 COLUMN 6

<u>LEVEL</u>	<u>YEAR 1</u> <u>1993-94</u>	<u>YEAR 2</u> <u>1994-95</u>	<u>YEAR 3</u> <u>1995-96</u>
1	34500	35250	36100 35850 35650
2	35500	36250	37100 36850 36650
3	36500	37250	38300 38050 37850
4	38000	38850	39800 39550 39350
5	39500	40450	41400 41150 40950
6	41000	42050	43100 42850 42650
7	42500	43650	44800 44550 43350
8	44000	45350	46500 46250 46050
9	45600	47250	48200 47950 47750
10	47400	49250	50200 49950 49750
11	50000	51550	53200 52950 52750

SCHEDULE A
 MILLBURN PUBLIC SCHOOLS
 TEACHERS SALARY GUIDE FOR 1993-96
 COLUMN 6

<u>LEVEL</u>	<u>YEAR 1 1993-94</u>	<u>YEAR 2 1994-95</u>	<u>YEAR 3 1995-96</u>
12	56500	59250	61600 61350 61150
13	65000	67750	70900 70650 70450
14-19	65500	68250	71400 71150 70950
20-24	66500	69250	72400 72150 71950
25+	67000	69750	72900 72650 72450

Middle numbers correspond to 5.5% & 12% health costs increase

Bottom numbers reflect 5.1%; top numbers reflect 6.0%

1994-95 Salary figure adjusted for 6% increase

SCHEDULE A
MILLBURN PUBLIC SCHOOLS
TEACHERS SALARY GUIDE FOR 1993-96
COLUMN 7

<u>LEVEL</u>	<u>YEAR 1</u> <u>1993-94</u>	<u>YEAR 2</u> <u>1994-95</u>	<u>YEAR 3</u> <u>1995-96</u>
1	36500	37250	38000 37750 37550
2	37500	38250	39000 38750 38550
3	38500	39650	40500 40250 40050
4	39600	41250	42000 41750 41550
5	41000	42850	43500 43250 43050
6	42500	44450	45000 44750 44550
7	44500	46050	47000 46750 46550
8	46500	48250	49000 48750 48550
9	48500	50450	51500 51250 51050
10	50500	52750	54000 53750 53550
11	54000	55250	58000 57750 57550

SCHEDULE A
MILLBURN PUBLIC SCHOOLS
TEACHERS SALARY GUIDE FOR 1993-96
COLUMN 7

<u>LEVEL</u>	<u>YEAR 1</u> <u>1993-94</u>	<u>YEAR 2</u> <u>1994-95</u>	<u>YEAR 3</u> <u>1995-96</u>
12	59500	61250	63700 63450 63250
13	65900	68550	71900 71650 71450
14-19	66400	69050	72400 72150 71950
20-24	67400	70050	73400 73150 72950
25+	67900	70550	73900 73650 73450

Middle numbers correspond to 5.5% & 12% health costs increase

Bottom numbers reflect 5.1%; top numbers reflect 6.0%

1994-95 Salary figure adjusted for 6% increase

SCHEDULE B
MILLBURN PUBLIC SCHOOLS
1993-1996 COACHING SALARY GUIDE

1993-1994 SALARIES

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Category A	Head	3861	4505	5148	5792	6436
	Ass't.	2880	3360	3840	4320	4800
Category B	Head	3482	4062	4642	5222	5802
	Ass't.	2532	2954	3376	3798	4220
Category C	Head	2848	3323	3798	4273	4748
	Ass't.	2089	2437	2785	3133	3481
Category D	Head	1551	1809	2067	2325	2583
	Ass't.	1108	1293	1478	1663	1848

1994-1995 SALARIES

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Category A	Head	4093	4776	5459	6142	6825
	Ass't.	3053	3562	4071	4580	5089
Category B	Head	3691	4306	4921	5536	6151
	Ass't.	2684	3131	3578	4025	4472
Category C	Head	3019	3523	4027	4531	5035
	Ass't.	2214	2583	2952	3321	3690
Category D	Head	1644	1915	2190	2463	2736
	Ass't.	1174	1370	1566	1762	1958

1995-1996 SALARIES

To be determined according to provisions of Article XVII, Paragraph A

LONGEVITY

In 6th year in Millburn District	100
In 8th year in Millburn District	225
In 10th year in Millburn District	350

Head Football Pre-Practice Stipend

Head Football Coach shall receive a stipend of \$250 for each week (maximum \$500) for pre-practice organization time with prior approval of Athletic Director based on Head Coach's submission of pre-practice organization plan detailing activities planned with dates and time to be expended.

CATEGORY A

Basketball(Boys/Girls)
Football
Wrestling
Baseball Head*

CATEGORY B

Baseball Assistant
Field Hockey
Lacrosse (Boys/Girls)
Soccer (Boys/Girls)
Softball
Track (Boys/Girls)
Volleyball

CATEGORY C

Cheerleading
Cross Country
Fencing
Ice Hockey
Swimming
Tennis (Boys/Girls)
Winter Track

CATEGORY D

Bowling
Golf

*Head Baseball Coaching shall be category A while 1993-1994 incumbent coach remains in position following which Head Baseball Coaching shall be Category B.

SCHEDULE C
MILLBURN PUBLIC SCHOOLS
1993-1996 SALARY GUIDE OF EXTRA PAY FOR EXTRA SERVICES

<u>ACTIVITY</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96*</u>
Activities Coordinator	2818	2987	
Amnesty International	704	747	
Art Club	704	747	
Bibliophiles	704	747	
Chess Club	704	747	
Computer Club	704	747	
Decca	704	747	
Drama Club	704	747	
English Activities	704	747	
Environment Club	704	747	
Far East Asian Club	704	747	
French Club	704	747	
French Magazine	704	747	
Future Business Leasers	704	747	
Future Physicians & Nurses	704	747	
Helping Hands	704	747	
Interact	704	747	
Italian Magazine	704	747	
Junior Statesman	704	747	
Key Club	704	747	
Literary Magazine	704	747	
Math Activities	704	747	
Project Graduation Liaison	1057	1120	
Russian Club	704	747	
Science Activities	704	747	
Social Studies Activities	704	747	
Spanish Club	704	747	
Spanish Magazine	704	747	
Student Government	1057	1120	
Wildlife Conservation	704	747	
<u>FOREIGN EXCHANGE</u>			
French	704	747	
Italian	704	747	
Spanish	704	747	
<u>COACHES</u>			
Academic Quiz Bowl	3170	3360	
Debating Team	3170	3360	
<u>DIRECTORS</u>			
Drama	2818	2987	
Band Activities	3522	4105	
Asst. Band Activities	1409	1493	
Miller	3522	3733	
Millwheel	3522	3733	
Musical Director	3170	3733	

SCHEDULE C
MILLBURN PUBLIC SCHOOLS
1993-1996 SALARY GUIDE OF EXTRA PAY FOR EXTRA SERVICES

<u>ACTIVITY</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96*</u>
<u>SPONSORS</u>			
Grade 9	1409	1493	
Grade 10	1409	1493	
Grade 11	1409	1493	
Grade 12	1409	1493	

MIDDLE SCHOOL

ADVISORS

AV Coordinator	1409	1493
Class Sponsors	704	747
Environmental	704	747
Handbook	1057	1120
Music	2113	2240
Newspaper	1409	1493
Potpourri	1409	1493
School Bookstore	704	747
Student Council	1057	1120
Yearbook	2113	2240

DIRECTORS

Dramatics	2113	2240
Stage Technicians	1409	1493
Stage Sets	1057	1120

ELEMENTARY SCHOOLS

Safety Patrol Sponsors	1057	1120
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Base

1993-1994 - 35,219
 1994-1995 - 37,332

*1995-1996 - To be determined according to provisions of Article XVII, Paragraph A

SCHEDULE D
MILLBURN PUBLIC SCHOOLS
SECRETARIAL SALARY GUIDE FOR 1993-96
GROUP II - 10 MONTH

<u>LEVEL</u>	<u>YEAR 1</u> <u>1993-94</u>	<u>YEAR 2</u> <u>1994-95</u>	<u>YEAR 3</u> <u>1995-96</u>
1	22400	23025	23350 23225 23125
2	22800	23425	23750 23625 23525
3	23400	24025	24350 24225 24125
4	24000	24625	24950 24825 24725
5	24600	25225	25550 25425 25325
6	25200	25825	26150 26025 25925
7	25800	26425	27050 26925 26825
8	26600	27325	27950 27825 27725
9	27600	28725	29350 29225 29125
10	29100	30525	31750 31625 31525
11-19	29600	31025	32250 32125 32025

SCHEDULE D
 MILLBURN PUBLIC SCHOOLS
SECRETARIAL SALARY GUIDE FOR 1993-96
 GROUP II - 10 MONTH

<u>LEVEL</u>	<u>YEAR 1</u> <u>1993-94</u>	<u>YEAR 2</u> <u>1994-95</u>	<u>YEAR 3</u> <u>1995-96</u>
20-24	30300	31725	32950 32825 32725
25+	30900	32325	33550 33425 33325

Middle numbers correspond to 5.5% & 12% health costs increase

Bottom numbers reflect 5.1%; top numbers reflect 6.0%

1994-95 Salary figure adjusted for 6% increase

SCHEDULE D
MILLBURN PUBLIC SCHOOLS
SECRETARIAL SALARY GUIDE FOR 1993-96
GROUP II - 12 MONTH

<u>LEVEL</u>	<u>YEAR 1</u> <u>1993-94</u>	<u>YEAR 2</u> <u>1994-95</u>	<u>YEAR 3</u> <u>1995-96</u>
1	26600	27325	27850 27600 27400
2	27400	28125	28650 28400 28200
3	28200	28925	29450 29200 29000
4	29000	29725	30250 30000 29800
5	29800	30525	31050 30800 30600
6	30600	31325	31950 31700 31500
7	31600	32325	33050 32800 32600
8	32600	33425	34150 33900 33700
9	33600	34725	35450 35200 35000
10	34900	36525	38150 37900 37700
11-19	35400	37025	38650 38400 38200

SCHEDULE D
MILLBURN PUBLIC SCHOOLS
SECRETARIAL SALARY GUIDE FOR 1993-96
GROUP II - 12 MONTH

<u>LEVEL</u>	<u>YEAR 1</u> <u>1993-94</u>	<u>YEAR 2</u> <u>1994-95</u>	<u>YEAR 3</u> <u>1995-96</u>
20-24	36100	37725	39350 39100 38900
25+	36700	38325	39950 39700 39500

Middle numbers correspond to 5.5% & 12% health costs increase

Bottom numbers reflect 5.1%; top numbers reflect 6.0%

1994-95 Salary figure adjusted for 6% increase

SCHEDULE D
MILLBURN PUBLIC SCHOOLS
SECRETARIAL SALARY GUIDE FOR 1993-96
GROUP III - 10 MONTH

<u>LEVEL</u>	<u>YEAR 1</u> <u>1993-94</u>	<u>YEAR 2</u> <u>1994-95</u>	<u>YEAR 3</u> <u>1995-96</u>
1	19800	20125	20350 20225 20125
2	20300	20625	20850 20725 20625
3	20800	21125	21350 21225 21125
4	21300	21625	21850 21725 21625
5	21800	22125	22350 22225 22125
6	22500	22825	23050 22925 22825
7	23200	23525	24050 23925 23825
8	24000	24425	25050 24925 24825
9	24800	25625	26250 26125 26025
10	26100	27425	28650 28525 28425
11-19	26600	27925	29150 29025 28925

SCHEDULE D
MILLBURN PUBLIC SCHOOLS
SECRETARIAL SALARY GUIDE FOR 1993-96
GROUP III - 10 MONTH

<u>LEVEL</u>	<u>YEAR 1</u> <u>1993-94</u>	<u>YEAR 2</u> <u>1994-95</u>	<u>YEAR 3</u> <u>1995-96</u>
20-24	27300	28625	29850 29725 29625
25+	27900	29225	30450 30325 30225

Middle numbers correspond to 5.5% & 12% health costs increase b

Bottom numbers reflect 5.1%; top numbers reflect 6.0%

1994-95 Salary figure adjusted for 6% increase

SCHEDULE D
MILLBURN PUBLIC SCHOOLS
SECRETARIAL SALARY GUIDE FOR 1993-96
GROUP III - 12 MONTH

<u>LEVEL</u>	<u>YEAR 1</u> <u>1993-94</u>	<u>YEAR 2</u> <u>1994-95</u>	<u>YEAR 3</u> <u>1995-96</u>
1	23600	24125	24550 24425 24325
2	24200	24725	25150 25025 24925
3	24800	25325	25750 25625 25525
4	25400	25925	26350 26225 26125
5	26200	26725	27150 27025 26925
6	27000	27525	27950 27825 27725
7	27800	28425	29050 28925 28825
8	28800	29425	30150 30025 29925
9	29900	30525	31550 31425 31325
10	31400	32625	34250 34125 34025
11-19	31900	33125	34750 34625 34525

SCHEDULE D
 MILLBURN PUBLIC SCHOOLS
SECRETARIAL SALARY GUIDE FOR 1993-96
 GROUP III - 12 MONTH

<u>LEVEL</u>	<u>YEAR 1</u> <u>1993-94</u>	<u>YEAR 2</u> <u>1994-95</u>	<u>YEAR 3</u> <u>1995-96</u>
20-24	32600	33825	35450 35325 35225
25+	33200	34425	36050 35925 35825

Middle numbers correspond to 5.5% & 12% health costs increase b

Bottom numbers reflect 5.1%; top numbers reflect 6.0%

1994-95 Salary figure adjusted for 6% increase

ADDITIONS AND REVISIONS

1. The following language is to be part of SCHEDULE A, Teachers Salary Guide, for 1993-1995:

Longevity salaries above Step 13 shall be provided on basis of years of service in the Millburn District as follows:

Fourteen through nineteen years in the District: \$500 over Step 13 amount

Twenty through twenty-four years in the District: \$1500 over Step 13 amount

Twenty-five years and over in the District: \$2000 over Step 13 amount

2. The following language is to be part of SCHEDULE D, Secretarial Salary Guide, for 1993-1995:

Longevity salaries above Step 10 shall be provided on basis of years of service in the Millburn District as follows:

Eleven through nineteen years in the District: \$500 over Step 10 amount

Twenty through twenty-four years in the District \$1200 over Step 10 amount

Twenty-five years and over in the District: \$1800 over Step 10 amount

3. Article XIX, Involuntary Transfers and Assignments, page 42, appears twice. The applicable language pertaining to secretaries is set forth in the second version beginning at the bottom of page 42 and continuing on page 43.
4. The correct amount of extra pay for 1994-1995 year for Musical Director, SCHEDULE C, shall be \$3360
5. Cheerleading is to be deleted as a SCHEDULE B coaching activity, and shall be shown as a SCHEDULE C advisor activity with season stipends as follows:

	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
<i>Cheerleading, Head</i>	\$2113	\$2240	*
<i>Cheerleading, Assistant</i>	\$1512	\$1603	*

* To be determined by salary adjustment percentage.

