

Contract 1731

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**AGREEMENT
BETWEEN
THE MOUNTAIN LAKES EDUCATION ASSOCIATION
AND
THE MOUNTAIN LAKES BOARD OF EDUCATION
FOR THE PERIOD
JULY 1, 1991 TO JUNE 30, 1994**

Preamble

This agreement is entered into this 26th day of October, 1992 by and between the Board of Education of Mountain Lakes, New Jersey, hereinafter called the "Board," and the Mountain Lakes Education Association, hereinafter called the "Association."

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ARTICLE I Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all school aides, audio technicians, custodial/maintenance personnel, secretaries/clerks and all certificated personnel in the unit described below.
- B. Unless otherwise indicated, the term "teacher" or "teachers," when used hereinafter in this Agreement, shall refer to all certificated personnel under contract including: teachers, coordinators of instruction, guidance counselors, librarians, nurses, psychologists, speech therapists, social workers and learning consultants.
- C. Unless otherwise indicated, the term "secretary" or "secretaries," when used hereinafter in this Agreement, shall refer to all secretaries and clerks employed by the Mountain Lakes Board of Education (except the Secretary to the Superintendent, the Board Secretary/Business Administrator and the Secretary to the Board Secretary).
- D. Unless otherwise indicated, the term "audio technician" or "audio technicians," when used hereinafter in this Agreement, shall refer to all audio technicians employed by the Mountain Lakes Board of Education.
- E. Unless otherwise indicated, the term "school aide" or "school aides," when used hereinafter in this Agreement, shall refer to all school aides employed by the Mountain Lakes Board of Education.
- F. Unless otherwise indicated, the term "custodian" or "custodians," when used hereinafter in this Agreement, shall refer to all custodial/maintenance personnel by the Mountain Lakes Board of Education.
- G. Unless otherwise indicated, the term "support staff employee" or "support staff employees," when used hereinafter in this Agreement, shall refer to the following employee classifications employed by the Mountain Lakes Board of Education:
 - "secretaries"
 - "audio technicians"
 - "school aides"
 - "custodians"
- H. Unless otherwise indicated, the term "employee(s)" when used hereinafter in this Agreement, shall refer to all "teachers" and all "support staff employees" as above defined.
- I. All pronouns shall be considered to refer to both males and females.

ARTICLE II Negotiation Procedure

- A. N.J.S.A. 34:13A-5.4 provides that "Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established."
- B. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization other than the Association for the duration of this Agreement.
- C. The Board and the Association agree to set procedural deadlines at the first meeting which shall take place no later than the requirement of the PERC timetable.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly approved by both parties.

ARTICLE III Grievance Procedure

- A. A grievance is a claim by any employee or the Association that there has been a violation of a term or terms of this Agreement, a Board policy or an administrative decision which sets or affects terms and conditions of employment.
 - 1. A grievant shall be defined as any employee, group of employees, or the Association.
 - 2. A grievant shall have the right to file a grievance alone, or to designate representatives to appear with the grievant and to present arguments on the grievant's behalf at any step of the procedure.
 - 3. A group grievant shall have the right to designate representatives to appear with or for it at any step of the procedure; a member of the grieving group shall be present to clarify issues.
 - 4. The right to have someone speak on the grievant's behalf does not relieve the grievant of the responsibility to answer direct questions.
 - 5. All parties to this Agreement shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in processing a grievance.
 - 6. Time Limits
 - a. 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.
 - b. 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.

c. Time for further study and investigation may be agreed upon by all the parties involved. This time period shall not exceed ten work days.

7. A grievance to be considered valid must be initiated within thirty days from the date of the incident or the date of actual implementation of the policy.

B. Level I

1. If a grievant believes there is a basis for a grievance, the grievant shall discuss the grievance with the immediate superior with the object of resolving the grievance informally.

2. If the grievance is not resolved satisfactorily within five work days, the grievant may proceed to Level II.

C. Level II

1. If, after Level I, an agreeable solution is not forthcoming, the grievant may submit a written grievance to the appropriate principal. This must be done within seven work days of the decision at Level I.

2. The principal shall meet with the involved parties not more than five work days after receipt of the written grievance.

3. The principal shall communicate to the grievant the principal's decision, in writing, along with the supporting reasons, within five work days after such meeting.

D. Level III

1. If the principal's decision is unacceptable, or if the matter exceeds the scope of the principal's authority, the grievant may then submit the grievance within five work days to the Superintendent.

2. The grievant, the principal, and any other party to the grievance, must present written statements to support their positions.

3. The Superintendent must meet with the parties not more than five work days after receiving the grievance.

4. The Superintendent shall communicate the decision in writing, with supporting reasons, within five work days, to the grievant, the principal, any other part to the grievance and the Chairperson of the Association Grievance Committee.

E. Level IV

1. If the Superintendent's decision is unacceptable, the grievant may submit the grievance to the Board within seven work days after receipt of the Superintendent's decision. The grievant will notify the Superintendent and the Board in writing of intent to appeal the decision.

2. The grievant and the Superintendent shall make written presentations of their positions, together with supporting evidence, to the Board within five work days after the notice of intent.
3. After such presentations, the Board will have ten work days to render its decision.
4. The Board may, on its own initiative or upon the request of the grievant, conduct a hearing wherein the grievant shall have the opportunity to make a presentation. The hearing may be open to the public only by mutual agreement.

F. Level V

1. If the grievance affects a teacher and the Board's decision is unacceptable or not rendered within ten work days, the grievance may be appealed in writing within the next ten work days to advisory arbitration.
2. The Board's decision shall not be subject to arbitration in the following matters:
 - a. 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
 - b. a complaint of a non-tenured teacher which arises by reason of the non-tenured teacher not being reemployed, or
 - c. a complaint by any teacher 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.

G. Procedure for Securing the Services of an Arbitrator

1. Either party may request the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as arbitrators.
2. If the parties are unable to agree upon a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission (PERC) to submit a second roster of names.
3. If agreement cannot be obtained on an arbitrator from the second roster of names, the Public Employment Relations Commission (PERC) may be requested by either party to designate an arbitrator.
4. The arbitrator will confer with the parties and hold hearings promptly and will issue a decision not later than twenty days after the close of the hearing. The arbitrator's decision shall be in writing and shall set forth findings of fact, the arbitrator's reasoning and conclusions. The decision shall be considered as advisory by both parties.
5. The cost of arbitration shall be shared equally by the parties involved.

ARTICLE IV Employee Rights

A. Teachers

1. No teacher shall have an increment or raise withheld, be disciplined, reprimanded, reduced in rank or compensation or be deprived of professional advantage without just cause.
 - a. An increment is a change in salary due to the next step of the guide.
 - b. A raise is a change in salary at the same step.
2. Whenever a teacher is formally required to appear before the Superintendent or Board, concerning any matter which directly affects the continuation of that teacher in office, position or employment or the salary or any increments pertaining thereto, the teacher shall be given written notice at least five school days in advance.
 - a. The notice shall state the reasons for such meeting or interview.
 - b. The notice shall list all those to be present at such meeting or interview.
 - c. The teacher shall be entitled to have a representative or representatives present for advice and counsel during such meeting or interview. Those names shall be forwarded to the Superintendent at least one day in advance of the meeting.
3. Insofar as possible, every teacher shall be notified in writing by March 15th as to whether an increment or raise will be withheld or employment terminated for the next school year.
4. Insofar as possible, teachers who do not intend to accept a contract for the following year will so notify the Superintendent by March 30th.

B. Support Staff Employees

1. Whenever a support staff employee is formally required to appear before the Board, concerning any matter which directly affects the continuation of that support staff employee in his/her position, employment or salary, the support staff employee shall be given written notice at least five (5) work days in advance:
 - a. The notice shall state the reasons for such meeting or interview.
 - b. The notice shall list all those to be present at such meeting or interview.
 - c. The support staff employee shall be entitled to have a representative or representatives present for advice and counsel during such meeting or interview. Those names shall be forwarded to the Superintendent at least one day in advance of the meeting.

2. Insofar as possible, twelve (12) month support staff employees shall be notified in writing by April 30th of their employment status; ten (10) month support staff employees shall be notified in writing by June 30th. Insofar as possible, all support staff employees shall be given notice of their annual assignment no later than thirty (30) days after the above employment status notification dates; however, the Board reserves the right to reassign support staff employees at any time.
3. Insofar as possible, twelve (12) month support staff employees who do not intend to accept a contract for the following year will so notify the Superintendent by May 15th; ten (10) month support staff employees shall notify the Superintendent by July 15th.

ARTICLE V Board Rights

The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations:

- A. to direct employees of the school district,
- B. to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees,
- C. to relieve employees because of reduced work load or other legitimate reasons,
- D. to determine the methods, means, and personnel by which school operations are to be conducted,
- E. to maintain the efficiency of the school district operations entrusted to them, and
- F. to take whatever actions might be necessary to carry out the function of the school district.

ARTICLE VI Association Rights

The Association will receive a copy of the Board's agenda and minutes prior to each public Board meeting.

ARTICLE VII

Employee Work Year, Hours and Work Load

A. Teachers

1. The in-school work year for teachers shall be increased by one (1) day commencing the 1992-93 school year. It is expressly understood that the inclusion of this additional day modifies only the student contact days from one hundred eighty (180) to one hundred eighty one (181). All other aspects of the teachers' work year shall remain as provided in past practices existing prior to this Agreement.
2. Check-In
 - a. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. They shall not be required to clock in or out by hours and minutes. Teachers shall indicate their presence for duty by placing initials in the appropriate column of the faculty sign-up roster if the building principal requires it.
 - b. Teachers shall report to school early enough and remain after school as long as necessary to handle their professional responsibilities.
3. Professional Responsibilities
 - a. Teachers will provide extra-help for students and supervise extra-curricular activities as well as attend staff meetings and participate in curriculum work.
 - b. Committee heads, principals and the Superintendent shall notify teachers in writing at least one week in advance of planned committee meeting dates. This interval may be shortened only under extraordinary circumstances.
 - c. No teacher is routinely expected to participate in more than two such committee meetings in one week.
 - d. Each teacher shall be required to attend one (1) Back-To-School-Night per school year.
 - e. Teachers at Briarcliff and Wildwood Schools shall be required to attend one (1) evening parent conference per school year.
4. Teaching Hours and Load
 - a. Wildwood School and Lake Drive
 - (1) Weekly teaching load shall not exceed twenty-five hours.
 - (2) There will be a minimum forty minute daily, duty-free lunch period.

- (3) There will be a minimum of two hundred fifteen minutes per week for preparation and planning time during which no other duties shall be assigned.

b. Middle School and High School

- (1) Weekly teaching load shall not exceed fifty mods; however, teachers may be assigned increased teaching loads in accordance with the conditions set forth in Subsection C.3. hereinbelow.
- (2) One mod is twenty-three minutes in length.
- (3) There will be the equivalent of ten mods weekly for planning and preparation during which no other duties may be assigned.
- (4) There will be the equivalent of twenty (20) mods weekly of non-teaching involvement which may be assigned at the sole discretion of the administration. Said activities shall include, but not be limited to the following: extra-help involvement, supervisor involvement, additional extra-help, inservice training, curriculum reporting, preparation for monitoring, preparation for Middle States Evaluation, preparation for the U.S. DOE Recognition Programs, staff development, and special activities or responsibilities arising from extra curricular assignments during the school day.
- (5) There shall be one mod daily for a duty-free lunch.
- (6) Teachers shall not teach more than two subject areas nor have more than four teaching preparations at any time.
- (7) One preparation shall be separate from another preparation by virtue of its title and course description.

c. Excess

- (1) A sixth (6th) teaching assignment shall be proportionately compensated at the rate of twenty percent (20%) of the individual teacher's annual contracted salary. Said compensation shall be based upon the assumption of ten (10) additional mods of teaching per week for a full school year.
- (2) Any teacher who is assigned a sixth teaching assignment shall not be assigned "non-teaching involvement" under Subsection 2.b. However, any such teacher may be assigned homeroom duties.
- (3) Remuneration for assignments other than those explained under Subsection 4.c.1 hereinabove shall be adjusted proportionately.
- (4) The Board agrees that it shall not assign any teacher to more than six (6) teaching assignments.

d. Part-time definition

A teacher who teaches less than full-time at a single level shall have instructional and preparation time computed as follows:

the number (#) of allowable instruction and preparation minutes divided by (/) the percentage (%) of time at each level equals (=) the number of minutes of instructional and preparation time assigned.

B. Secretaries

1. Regular Work Schedule

- a. The starting and quitting times for secretaries shall be established by the Superintendent.
- b. Secretaries employed twelve (12) months per year shall work seven (7) hours per day, five days per week, with an additional hour off for lunch. Said personnel shall report to work during school vacation periods and holidays unless otherwise directed by the Superintendent. During the months of July and August, secretaries shall work six and one-half (6-1/2) hours per day, five days per week, with an additional hour for lunch.
- c. Secretaries employed for ten (10) months per year shall work seven (7) hours per day, five days per week, with an additional hour off for lunch. Said secretaries shall be entitled to the same holidays and vacation periods as the teaching staff.
- d. Each full-time secretary who works a seven (7) hour day shall receive a fifteen (15) minute break during the a.m. and another fifteen (15) minute break during the p.m. During "summer hours," secretaries shall receive one, fifteen (15) minute break per day.
- e. Emergency Closings, Delayed Openings and Early Dismissal
 - (1) On any day when schools are closed due to an emergency (including weather emergencies) that same emergency shall be understood to exist for all secretaries and they shall be excused from work on such days. Under such circumstances, secretaries shall suffer no loss of pay on such days.
 - (2) On any day when schools are closed earlier than usual due to an emergency (including weather emergencies), that same emergency shall be understood to exist for all secretaries and every effort shall be made to release them as soon as practicably possible. Secretaries shall suffer no loss of pay for such closings.

- (3) On days designated as delayed openings for students, secretaries shall be required to report for work no sooner than the normal starting time adjusted by the length of the delay.

2. Overtime

- a. The Board will compensate authorized overtime work in accordance with the Fair Labor Standards Act. "Overtime work" is defined as work in excess of forty (40) hours in a single work week, not including compensatory time off, time off for any other reason, or time during which the secretary voluntarily substitutes for another secretary in the same work category. For purposes of Section B herein, all authorized overtime shall be rounded to the nearest quarter ($1/4$) hour; however, the Board shall neither record nor pay for incidental time worked - i.e., thirty (30) minutes or less of overtime work at any given time on any given day.

Under the above circumstances, the hourly rate to be used in determining overtime pay for secretaries shall be calculated as follows:

Twelve (12) Month Secretaries - full-time annual salary divided by fifty-two (52) weeks divided by thirty-five (35) hours.

Ten (10) Month Secretaries - full-time annual salary divided by forty-three (43) weeks divided by thirty-five (35) hours.

- b. Secretaries who work authorized overtime shall earn compensatory time at the rate of one and one-half hours for every hour of overtime worked, in lieu of overtime compensation. Such secretaries may accrue compensatory time to a limit of two hundred forty (240) hours. All authorized overtime beyond the two hundred forty (240) hours shall be paid at the rate of one and one-half ($1-1/2$) times the secretary's regular rate.
- c. A secretary who has unused accrued compensatory time when his/her employment is terminated shall be paid, upon termination, for the unused time at a rate of pay not less than (1) the average rate received by the secretary during the last three years of employment or (2) the final regular rate received by the secretary, whichever is higher.
- d. A request for the use of compensatory time shall be submitted to the secretary's supervisor and must be approved by the Superintendent or his/her designee. A secretary will be permitted the use of accrued compensatory time within twelve (12) months of his/her request for time off. Said request shall not be unreasonably denied.

3. Vacations

- a. All secretaries continuously employed on a twelve (12) month basis will be allowed annual vacation in accordance with the following schedule:

Years of Service	Vacation Days
1 to 5	10
6	11
7	12
8	13
9	14
10 to 14	15
15 or more	20

All secretaries hired before September 1, 1989, as continuously employed, twelve (12) month employees shall continue to receive twenty (20) vacation days annually. Thereafter, the schedule set forth in Subsection 3.a hereinabove shall apply.

- b. For less than one (1) year of service, vacation shall be earned at the rate of one(1) day per month worked after completion of the first, two (2) full months of work.
- c. Said vacation days shall be scheduled by mutual agreement between the secretary and his/her immediate superior.
- d. All vacation days must be utilized prior to December 31 following the contract year in which they were earned unless some part of it shall not have been taken at the Board's request. In such event the secretary may, at the discretion of the Board, carry the unused portion over to the following year or be paid on the basis of the salary in effect when the vacation was earned.

4. Holidays

- a. All secretaries shall receive the following holidays:

Thanksgiving Day	Memorial Day
Christmas Day	July 4th
New Years Day	Labor Day

- b. In addition, all secretaries shall receive three (3) additional holidays as listed annually by the Board.
- c. Secretaries who are required to work on the holidays cited above shall be paid for the hours worked at double (2X) the hourly rate or, with the consent of the Superintendent, may elect to receive proportionate time off, at the rate of two (2) hours for every one (1) hour worked, at some other time in lieu of compensation.
- d. The Board shall issue to each secretary a list of the holidays for the next succeeding working year not later than June 1st of the preceding work year.

C. Audio Technicians

1. Full-time Work Schedule

- a. The Superintendent shall determine the starting times and quitting times for audio technicians.
- b. Audio technicians shall work seven (7) hours per day, five days per week, with an additional hour off for lunch. During the months of July and August, audio technicians shall work six and one-half (6-1/2) hours per day, five days per week, with an additional hour for lunch. During "summer hours," audio technicians shall receive one, fifteen (15) minute break per day.
- c. Each full-time audio technician who works a seven (7) hour day shall receive a fifteen (15) minute break during the a.m. and another fifteen (15) minute break during the p.m.
- d. Emergency Closings, Delayed Openings and Early Dismissal
 - (1) On any day when schools are closed due to an emergency (including weather emergencies) that same emergency shall be understood to exist for all audio technicians and they shall be excused from work on such days. Under such circumstances, audio technicians shall suffer no loss of pay on such days.
 - (2) On any day when schools are closed earlier than usual due to an emergency (including weather emergencies), that same emergency shall be understood to exist for all audio technicians and every effort shall be made to release them as soon as practicably possible. Audio technicians shall suffer no loss of pay for such closings.
 - (3) On days designated as delayed openings for students, audio technicians shall be required to report for work no sooner than the normal starting time adjusted by the length of the delay.
- e. During the period from the first day of school for teachers through the last day of school for teachers, audio technicians shall follow the teachers' holiday schedule.

2. Overtime

- a. The Board will compensate authorized overtime work in accordance with the Fair Labor Standards Act. "Overtime work" is defined as work in excess of forty (40) hours in a single work week, not including compensatory time off, time off for any other reason, or time during which the audio technician voluntarily substitutes for another audio technician in the same work category.

For purposes of Section B herein, all authorized overtime shall be rounded to the nearest quarter (1/4) hour; however, the Board shall neither record nor pay for incidental time worked - i.e., thirty (30) minutes or less of overtime work at any given time on any given day. Under the above circumstances, the hourly rate to be used in determining overtime pay for audio technicians shall be calculated as follows:

Twelve (12) Month Audio technicians - full-time annual salary divided by fifty-two (52) weeks divided by thirty-five (35) hours.

Ten (10) Month Audio technicians - full-time annual salary divided by forty-three (43) weeks divided by thirty-five (35) hours.

- b. Audio technicians who work authorized overtime shall earn compensatory time at the rate of one and one-half hours for every hour of overtime worked, in lieu of overtime compensation. Such audio technicians may accrue compensatory time to a limit of two hundred forty (240) hours. All authorized overtime beyond the two hundred forty (240) hours shall be paid at the rate of one and one-half (1-1/2) times the audio technician's regular rate.
- c. A audio technician who has unused accrued compensatory time when his/her employment is terminated shall be paid, upon termination, for the unused time at a rate of pay not less than (1) the average rate received by the audio technician during the last three years of employment or (2) the final regular rate received by the audio technician, whichever is higher.
- d. A request for the use of compensatory time shall be submitted to the audio technician's supervisor and must be approved by the Superintendent or his/her designee. A audio technician will be permitted the use of accrued compensatory time within twelve (12) months of his/her request for time off. Said request shall not be unreasonably denied.

3. Vacations

- a. All audio technicians continuously employed on a twelve (12) month basis will be allowed annual vacation in accordance with the following schedule:

Years of Service	Vacation Days
1 to 5	10
6	11
7	12
8	13
9	14
10 to 14	15
15 or more	20

All audio technicians hired before September 1, 1989, as continuously employed, twelve (12) month employees shall continue to receive twenty (20) vacation days annually. Thereafter, the schedule set forth in Subsection 3.a hereinabove shall apply.

- b. For less than one (1) year of service, vacation shall be earned at the rate of one(1) day per month worked after completion of the first, two (2) full months of work.
- c. Said vacation days shall be scheduled by mutual agreement between the audio technician and his/her immediate superior.
- d. All vacation days must be utilized prior to December 31 following the contract year in which they were earned unless some part of it shall not have been taken at the Board's request. In such event the audio technician may, at the discretion of the Board, carry the unused portion over to the following year or be paid on the basis of the salary in effect when the vacation was earned.

4. Holidays

- a. All audio technicians shall receive the following holidays:

Thanksgiving Day	Memorial Day
Christmas Day	July 4th
New Years Day	Labor Day

- b. In addition, all audio technicians shall receive three (3) additional holidays as listed annually by the Board.
- c. Audio technicians who are required to work on the holidays cited above shall be paid for the hours worked at double (2X) the hourly rate or, with the consent of the Superintendent, may elect to receive proportionate time off, at the rate of two (2) hours for every one (1) hour worked, at some other time in lieu of compensation.
- d. The Board shall issue to each audio technician a list of the holidays for the next succeeding working year not later than June 1st of the preceding work year.

D. School Aides

1. Full-time Work Schedule

- a. All school aides shall work the number of hours and days for which they are contracted.

- b. All full-time school aides shall work a minimum of one hundred eighty three (183) days per school year. Said work year shall include student days, one (1) day prior to the first day for students in September, and one (1) inservice day to be scheduled the same day as the teachers. Days worked in excess of one hundred eighty three (183) shall be paid at the school aide's regular rate of pay.
- c. All school aides who work beyond their regularly contracted workday shall be compensated their hourly rate of pay up to forty (40) hours per week; thereafter, school aides shall be compensated in accordance with the provisions of the Fair Labor Standards Act.
- d. School aides who, upon the approval of their principal, voluntarily attend evening meetings such as "Back-To-School Night" shall be paid at their hourly rate of pay.

E. Custodial/Maintenance Employees

1. Full-time Work Schedule

- a. All full-time custodial/maintenance employees shall work eight (8) hours per day, five (5) days per week, including a one (1) hour meal break; in addition said employees shall receive a daily fifteen (15) minute morning break.
- b. Custodial/maintenance employees shall report to work during school vacation periods and holidays unless said days are otherwise listed as official holidays for custodial/maintenance employees under Section 4 hereinbelow; such employees also shall report to work when schools are closed for inclement weather.
- c. The starting time for custodial/maintenance employees shall be established by the principal of the building to which he/she is assigned.
- d. When on duty, no custodian may leave the property without the consent of the building principal.
- e. Each day, all custodial/maintenance employees shall sign a time sheet in the office indicating the time of arrival and departure from the building.
- f. On days when schools are closed for inclement weather, custodial/maintenance employees will work a six (6) hour shift including a fifteen (15) minute break in the morning and a one-half (1/2) hour lunch break.

2. Overtime

- a. The Board will compensate authorized overtime work in accordance with the Fair Labor Standards Act. "Overtime work" is defined as work in excess of forty (40) hours in a single work week, not including compensatory time off, time off for any other reason, or time during which a custodial/maintenance employee voluntarily substitutes for another custodial/maintenance employee. For purposes of Section E herein, all authorized overtime shall be rounded to the nearest quarter (1/4) hour; however, the Board shall neither record nor pay for incidental time worked - i.e., thirty minutes or less of overtime work at any given time on any given day.
- b. Custodial/maintenance employees who work authorized overtime shall be paid at the rate of one and one-half (1-1/2) times the custodial/maintenance employee's regular rate. When such authorized overtime occurs on a designated holiday as set forth in this Agreement under Subsection 4 below, overtime shall be paid at the rate of two and one-half (2-1/2) times the custodial/maintenance employee's regular rate - i.e., 1-1/2 times plus the day.

Under the above circumstances, the hourly rate to be used in determining overtime pay for full-time custodial/maintenance employees shall be calculated as follows: Annual salary divided by fifty-two (52) weeks divided by forty (40) hours.

- c. No overtime shall be worked by a custodial/maintenance employee without the express advance approval of the principal, Superintendent, or Superintendent's designee.
- d. Overtime work will be allocated based on a listing of custodial employees by building seniority and a separate listing of maintenance employees by district seniority. All overtime work will be offered using the appropriate list as required. If a custodial/maintenance employee is called and is not available, his name will be moved to the bottom of the respective list. If no custodial or maintenance employees volunteer to work, the supervisor or principal shall assign the work based upon the individual's ability to do the job within the specific job classification. Under such circumstances, every attempt will be made to assign such involuntary overtime based on district seniority.
- e. Custodial/maintenance employees who are "called in" to work before or after their normal shift shall be guaranteed a minimum of two (2) hours at overtime rate.

3. Vacations

- a. All custodial/maintenance employees continuously employed on a twelve (12) month basis will be allowed annual vacation in accordance with the following schedule:

Years of Service	Vacation Days
1 to 5	10
6	11
7	12
8	13
9	14
10 or more	15

- b. For less than one (1) year of service, vacation shall be earned at the rate of one (1) day per month worked after completion of the first, two (2) full months of work.
- c. Said vacation days shall be scheduled by mutual agreement between the custodial/maintenance employee and his immediate superior.
- d. All vacation days must be utilized prior to December 31 following the contract year in which they were earned unless some part of it shall not have been taken at the Board's request. In such event the custodial/ maintenance employee may, at the discretion of the Board, carry the unused portion over to the following year or be paid on the basis of the salary in effect when the vacation was earned.

4. Holidays

- a. All custodial/maintenance employees shall receive the following holidays:

Thanksgiving Day	Memorial Day
Christmas Day	July 4th
New Years Day	Labor Day

- b. In addition, all full-time custodial/maintenance employees shall receive six (6) additional holidays as listed annually by the Board.
- c. The Board shall issue to each custodial/maintenance employee a list of the holidays for the next succeeding work year not later than June 1st of the preceding work year.

ARTICLE VIII

Class Size

It is recognized by the Board that class size is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class size at an acceptable number as dictated by sound educational practice, the financial conditions of the district, the building facilities available, the availability of qualified teachers, and the best interests of the district.

ARTICLE IX Non-Teaching Duties

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach. The teacher's energies should, to the extent possible, be utilized to this end.
- B. Teachers shall not be required to perform the following duties:
 - 1. non-professional assignments, including milk distribution, supervision of sidewalks and bus loading.
 - 2. keeping registers and permanent record cards.
- C. Supervision of Clubs and Activities
 - 1. Teachers shall not be arbitrarily assigned to clubs or activities as a matter of administrative policy.
 - 2. Teachers will supervise clubs and activities where student interests and the teacher's abilities require their services.
 - 3. Teachers shall not be required to supervise more than one club or activity which is active throughout the school year.
- D. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily with the advance approval of the teacher's principal.
 - 1. A teacher shall be compensated at the rate set forth in ARTICLE XVIII A for the use of the teacher's own automobile.
 - 2. A teacher, coach or school aide who possesses the appropriate license and utilizes a vehicle provided by the Board of Education for after school interscholastic sporting events or extra curricular activities shall be compensated at the rate of forty dollars (\$40) per event. The Board of Education shall provide the time and training, and assume costs of said license for any teacher, coach or school aide who agrees, upon request of the Board, to obtain such a license.
 - 3. A teacher who possesses the appropriate license and who requests to use a vehicle provided by the Board of Education to transport students to extra-curricular activities shall submit a request to the Superintendent at least two weeks in advance. Under such circumstances, no compensation shall be granted.
- E. Behavior and Control
 - 1. Student control in the classroom is the responsibility of the teacher in charge.
 - 2. Control of students directly participating in an extra-curricular activity is the responsibility of the teacher in charge of that activity.

3. Detention assigned by individual teachers shall be handled by individual teachers.
4. Student control is a mutual responsibility of teachers and administrators in all areas of the school at all times. It is both appropriate and necessary for teachers to assist administrators from time to time when special need arises in the supervision of students in areas not directly associated with the teacher's primary assignment.

ARTICLE X Salaries

A. Teachers

1. The salaries for all teachers covered by this Agreement are set forth in Schedule A. Said Schedule, which is attached hereto and made a part hereof.
2. Annual increments and/or raises, as set forth in the teacher's salary guide now in effect, shall not be considered automatic.
3. Annual increments and/or raises, as set forth in the teacher's salary guide now in effect, may be withheld when, in the judgment of the Board, the performance of a teacher is judged less than satisfactory, based on the provisions of ARTICLE XIII TEACHER EVALUATION.
4. Teachers must notify the Board through the Superintendent, in writing, of any anticipated changes in salary level by October 1 of the year preceding the contract to which the level change becomes effective.
5. Movement from one degree level of the guide to another shall be as follows:
 - a. If the change in degree or credit status takes place between September 1 and January 31, the movement on the guide shall be on the first day of the February following the change.
 - b. If the change in degree or credit status takes place between February 1 and August 31, the movement on the guide shall be on the first day of September following the change.
 - c. Change in degree or credit status must be supported by official college transcripts or official notification from the college or university to be followed by the official transcripts.
6. Any teacher employed to work during the summer months shall be paid at the rate of two and one-quarter percent of the teacher's annual salary for that fiscal year for each week worked. A week is hereby defined as five school days.

7. The salaries for seasonal extra-curricular activities (Schedule B) shall be paid in two equal installments during each particular activity season. The second installment shall be held until all activity supervision obligations have been met, as determined by the appropriate administrator.
8. A teacher who has worked 100 consecutive days under contract during any single school year shall receive a full year's credit towards the next increment on the salary guide. This in no way implies a change in the current tenure policy.
9. The Board shall deduct from the salaries of teachers, who wish to participate, a specified dollar amount to be deposited in a tax sheltered annuity plan chosen by the teacher. The number of tax shelter annuity options shall not exceed the current eleven (11) plans. Said deductions shall be made twice per month (each pay period) and forwarded promptly to the plan.

B. Secretaries

1. The Board shall compensate full-time secretaries in accordance with the Salary Schedule E. Part-time secretaries shall be compensated in accordance with Salary Schedule E, prorated to their part-time service.

C. Audio Technicians

1. The Board shall compensate full-time audio technicians in accordance with the Salary Schedule F. Part-time audio technicians shall be compensated in accordance with Salary Schedule F, prorated to their part-time service.

D. School Aides

1. The Board shall compensate all school aides in accordance with Schedule G - Table of Hourly Rates. A school aide's annual salary shall be calculated by multiplying the number of hours worked per year X the employee's hourly rate. For purposes of this provision, the number of hours worked per year shall be determined by multiplying the school aide's approved number of regular hours worked per day X the approved number of regular days he/she is authorized to work per year.

E. Custodial/Maintenance Employees

1. The Board shall compensate full-time custodial/maintenance employees in accordance with the Salary Schedule H. Part-time custodial/maintenance employees shall be compensated in accordance with Salary Schedule H, prorated to their part-time service.
2. Black Seal Boiler License

- a. Custodial/maintenance employees who possess a valid Black Seal Boiler License shall receive an additional two hundred dollars (\$200) per year in addition to their normal salary as described hereinabove in Subsection 1.

F. Employees

1. All employees may elect to have a specific amount deducted from their semi-monthly paychecks and forwarded to the Tri-Co Federal Credit Union, Morristown, New Jersey, in an interest bearing account in their respective names. Said deductions shall be made to Tri-Co within five (5) work days of each pay date.
2. Employees shall be paid twice per month in equal installments (annual salary divided by twenty-four for twelve (12) month employees; annual salary divided by twenty (20) for ten (10) month employees.
3. Ten (10) month employees shall receive the first September paycheck by the 10th of September. After September 15th all employees shall be paid on the last working day closest to the 15th and the last working day of the month.
4. No payroll deduction changes may be instituted after the third Friday in August.

ARTICLE XI

Assignment and Employment Status

A. Teachers

1. All teachers shall be given written notice of their salary schedule at the time of signing of contracts or receipt of letters of agreement.
2. All teachers shall be given their building assignments, subject areas, grade levels and anticipated courses no later than the first of June. Every effort shall be made to give such information as early as possible.
3. These assignments shall not be changed unless there is no other practical recourse.

B. Support Staff Employees

1. Assignment

The Board reserves the right to assign and reassign support staff employees to the positions for which they are qualified and in which their service will best serve the operation of the district.

2. Part-time Employment Status

- a. Part-time support staff employees will be compensated at a prorata portion of his/her appropriate placement on the salary range.
 - b. Part-time support staff employees shall receive all benefits and entitlements on a prorata basis except Insurance Protection as described in Article XX herein, which shall not be provided unless the support staff employee is regularly employed a minimum of twenty (20) hours per week.
3. Termination of Employment

Each support staff employee shall give sixty (60) days prior written notice to the Board of intent to resign. Failure to provide sufficient notice of resignation shall result in payment only through the last day of his/her service.

ARTICLE XII Vacancies and Transfers

A. Teachers

1. It is the policy of the Board to encourage the professional development and the advancement of its teachers.
2. With this policy in mind, the Board will notify all of its teachers of all positions as vacancies arise.
3. A list, to be maintained by the Superintendent and available to the president of the Association, will include all teaching positions, administrative posts and extra-pay positions.
 - a. A listing of the above positions shall be circulated during the regular building meetings in September and January.
 - b. All staff members who are certified, qualified and interested in any of these positions will so indicate their interest by checking those positions and signing their names.
 - c. The qualifications, duties and responsibilities for all positions shall be clearly set forth in writing.
 - (1) Copies of the written qualifications, etc. shall be kept in each school and made available to all staff members.
 - (2) These qualifications, duties, etc. shall not be changed during the school year unless mutually agreed upon by the parties to this Agreement.
 - (3) The qualifications, etc. set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore.

4. As vacancies arise within the school year:
 - a. they will be posted in appropriate and conspicuous places,
 - b. all teachers, who have indicated interest, shall be notified in writing immediately, and
 - c. personnel who desire to apply shall, within five school days, notify the Superintendent directly in writing. All such notifications shall be acknowledged in writing.
5. As vacancies arise during the summer:
 - a. all teachers who have indicated interest in the positions shall be notified by certified mail at their summer addresses, and
 - b. personnel who desire to apply shall, within two weeks, notify the Superintendent directly in writing. All such notifications shall be acknowledged in writing. The initial teacher reply may be by telephone or in person.
6. There shall be at least a two week time period, to begin upon the mailing of the notification to the interested staff members, to allow for proper communications (to mean acknowledgements, interviews, or any other form of communication) prior to the signing of a contract.

B. Support Staff Employees

1. Transfers

- a. Notice of vacancies shall be posted for all qualified support staff employee positions.
- b. The Board will consider the request of a support staff employee who requests a transfer to a new position. Said transfer may be granted if, in the opinion of the Superintendent, such transfer is determined to be in the best interest of the school district.
- c. In considering any transfer, the Superintendent shall base the choice on the support staff employee's success in former positions; the support staff employee's length of service in the district; the recommendation of the support staff employee's supervisor; the operational efficiency advanced by the proposed transfer; and, most importantly, the support staff employee's skills and abilities to perform the duties and responsibilities of the job at a high level of performance.

ARTICLE XIII Employee Evaluation

A. Teachers

1. The primary purpose of teacher evaluation shall be to improve teacher performance.
2. (3-5-3 Rule)
 - a. All formal evaluations of the work performances of a teacher shall include personal observations of a properly certificated administrator.
 - b. The evaluation shall be in written form using the Teacher Evaluation Tool in use during the 1979-80 school year. This instrument may be refined from time to time after the staff and administration have conferred on refinements to be made.
 - c. The observation shall be followed, within three days, by a conference.
 - d. Within five days after the conference, the teacher will receive the written evaluation.
 - e. The teacher shall be allowed three school days in which to respond to any evaluation.
3. Mandatory Evaluations
 - a. Non-tenured teachers
 - (1) shall receive their first observation not later than October 31 and
 - (2) shall receive at least four written evaluations throughout the school year.
 - b. Tenured teachers
 - (1) shall receive their first observation and evaluation before the first winter recess, and
 - (2) shall have at least one additional evaluation prior to the end of the school year.
 - c. Procedure for evaluations
 - (1) Evaluations shall be spaced throughout the course of the school year.
 - (2) Evaluations shall be a minimum of one full class or lesson in length.

- (3) The observation may be preceded by a conference between the teacher and the evaluator.
- (4) In the event a teacher's evaluation is unsatisfactory, suggestions for improvement shall be written.
- d. The signing of any evaluation by a teacher shall imply only that the teacher has received and read the document.
- e. All evaluations and conferences must be completed before contracts are issued.

B. Secretaries

- 1. The primary purpose of evaluation shall be to improve performance, determine annual salary adjustments/raises, and to provide a basis of recommendation for continuous employment.
 - a. Annual adjustments/raises shall require favorable reports covering the secretary's competence and thoroughness in the performance of assigned duties as well as the secretary's record of attendance and compliance with district procedures and regulations.
 - b. The Superintendent shall base a recommendation for wage freeze or increment denial on evaluations of the secretary's performance and conduct.
- 2. Evaluation Procedures
 - a. The evaluation process shall provide for the recognition and commendation of effective performance, the identification and remediation of performance deficiencies, and the recommendation of discipline or dismissal when a secretary fails to remediate the identified deficiencies within a reasonable time period.
 - b. Each secretary shall be informed of the specific objectives of his/her position, the standards that will be used to assess his/her performance against those objectives, and the name or names of his/her evaluator. The evaluation shall be in written form using the Teacher Evaluation Tool in use during the 1991-92 school year. This instrument may be refined from time to time after the staff and administration have conferred on refinements to be made.
 - c. Any records created in the evaluation process shall become part of the secretary's employment file and subject to Board policy on personnel records.
 - d. The secretary shall be allowed five work days in which to respond to any evaluation.
 - e. The signing of any evaluation by a secretary shall imply only that the secretary has received and read the document.
 - f. All evaluations and conferences must be completed before contracts are issued.

C. Audio technicians

1. The primary purpose of evaluation shall be to improve performance, determine annual salary adjustments/raises, and to provide a basis of recommendation for continuous employment.
 - a. Annual adjustments/raises shall require favorable reports covering the audio technician's competence and thoroughness in the performance of assigned duties as well as the audio technician's record of attendance and compliance with district procedures and regulations.
 - b. The Superintendent shall base a recommendation for wage freeze or increment denial on evaluations of the audio technician's performance and conduct.
2. Evaluation Procedures
 - a. The evaluation process shall provide for the recognition and commendation of effective performance, the identification and remediation of performance deficiencies, and the recommendation of discipline or dismissal when a audio technician fails to remediate the identified deficiencies within a reasonable time period.
 - b. Each audio technician shall be informed of the specific objectives of his/her position, the standards that will be used to assess his/her performance against those objectives, and the name or names of his/her evaluator. The evaluation shall be in written form using the Teacher Evaluation Tool in use during the 1991-92 school year. This instrument may be refined from time to time after the staff and administration have conferred on refinements to be made.
 - c. Any records created in the evaluation process shall become part of the audio technician's employment file and subject to Board policy on personnel records.
 - d. The audio technician shall be allowed five work days in which to respond to any evaluation.
 - e. The signing of any evaluation by a audio technician shall imply only that the audio technician has received and read the document.
 - f. All evaluations and conferences must be completed before contracts are issued.

D. School Aides

1. School Aides shall be evaluated annually by the building principal with input by the classroom teacher.
2. Evaluation Procedures

- a. The evaluation process shall provide for the recognition and commendation of effective performance, the identification and remediation of performance deficiencies, and the recommendation of discipline or dismissal when a school aide fails to remediate the identified deficiencies within a reasonable time period.
- b. Each school aide shall be notified of the duties/responsibilities that will be used to assess his/her performance and the name or names of his/her evaluator. The evaluation shall be in written form.
- c. Any records created in the evaluation process shall become part of the school aide's employment file and subject to Board policy on personnel records.
- d. The school aide shall be allowed five work days in which to respond to any evaluation.
- e. The signing of any evaluation by a school aide shall imply only that the school aide has received and read the document.
- f. All evaluations and conferences must be completed before contracts are issued.

E. Custodial/Maintenance Employees

- 1. Custodial/maintenance employees shall perform their duties under the supervision of the building principals or head custodian and shall be responsible to the principal, or head custodian, for the efficient performance of their duties.
- 2. Custodial/maintenance employees shall be evaluated annually using the district evaluation instrument. The evaluation shall be in written form using the Teacher Evaluation Tool in use during the 1991-92 school year. This instrument may be refined from time to time after the staff and administration have conferred on refinements to be made.
- 3. Evaluation Procedures
 - a. The evaluation process shall provide for the recognition and commendation of effective performance, the identification and remediation of performance deficiencies, and the recommendation of discipline or dismissal when a custodial/maintenance employee fails to remediate the identified deficiencies within a reasonable time period.
 - b. Each custodial/maintenance employee shall be notified of the duties/responsibilities that will be used to assess his/her performance and the name or names of his/her evaluator.
 - c. Any records created in the evaluation process shall become part of the custodial/maintenance employee's employment file and subject to Board policy on personnel records.
 - d. The custodial/maintenance employee shall be allowed five work days in which to respond to any evaluation.

- e. The signing of any evaluation by a custodial/maintenance employee shall imply only that the custodial/maintenance employee has received and read the document.
- f. All evaluations and conferences must be completed before contracts are issued.

F. Employees

1. Complaint Procedure

If any complaints of substance are made to any member of the administration or the Board of Education by any parent, student or other person, they shall be promptly investigated and promptly brought to the attention of the employee.

The particulars of the complaint and the investigation, including the names of the complainant, shall be promptly called to the attention of the employee.

ARTICLE XIV Employee-Administration Liaison

The Association's representatives shall meet with the Superintendent once a month or as deemed necessary by either party during the school year to review and discuss current school problems and practices and the administration of this Agreement.

ARTICLE XV Employee Absence

A. Sick Leave

An employee may be absent from school because of personal illness or injury in accordance with the following provisions:

1. Teachers

- a. teachers shall be granted ten days cumulative sick leave plus five noncumulative sick days per year, and
- b. of the fifteen days of sick leave allowed per year, the first ten days are cumulative.

1. As absences because of illness occur, they will be deducted first from the ten annually allowed cumulative days.
 2. When these are exhausted, absences because of illness will be deducted from the five noncumulative sick days annually provided.
 3. When these are exhausted, absences because of illness will be deducted from any sick leave accumulated during previous years.
- c. Teachers employed for less than full-time and/or less than a full school year shall receive an annual sick leave allowance in proportion to the time for which they are regularly scheduled.
- d. Full salary shall be paid to all teachers for absence due to illness or injury until such accumulated leave is used up, after which the full-time teacher may receive the difference between the contract salary and the substitute's pay for the duration of the contract period. If the teacher is granted extended sick leave, the per diem pay shall be calculated as follows:
1. for all teachers on a ten months contract, one two-hundredths of the annual salary;
 2. for all teachers on a twelve months contract, one two-hundred fortieth of the annual salary.

2. Secretaries

- a. Twelve (12) month secretaries shall be granted twelve (12) days cumulative sick leave per school year;
- b. Ten (10) month secretaries shall be granted ten (10) days cumulative sick leave per school year.
- c. Secretaries employed for less than full-time and/or less than a full year shall receive an annual sick leave allowance in proportion to the time for which they are regularly scheduled.

3. Audio Technicians

- a. A twelve (12) month audio technician who may be absent from school because of personal illness or injury shall be entitled to twelve (12) days cumulative sick leave per school year;
- b. Audio technicians employed for less than full-time and/or less than a full year shall receive an annual sick leave allowance in proportion to the time for which they are regularly scheduled.

4. School Aides

- a. A ten (10) month school aide who may be absent from school because of personal illness or injury shall be entitled to fifteen (15) days sick leave per school year of which the first ten (10) days are cumulative;
- b. School aides employed for less than full-time and/or less than a full year shall receive an annual sick leave allowance in proportion to the time for which they are regularly scheduled.

5. Custodial/Maintenance Personnel

- a. Twelve (12) month custodial/ maintenance personnel who may be absent from school because of personal illness or injury shall be entitled to eighteen (18) days per school year of which the first twelve (12) days are cumulative;
- b. Custodial/maintenance personnel employed for less than full-time and/or less than a full year shall receive an annual sick leave allowance in proportion to the time for which they are regularly scheduled.

6. Employees

- a. An employee may be absent from school because of personal illness or injury in accordance with the following provisions:
 - (1) Unused cumulative sick leave days will be added to the accumulated sick leave reserve in the ensuing years.
 - (2) The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service.
 - (a) A leave of absence as granted by the Board does not constitute an interruption of service.
 - (b) A full-time employee is rendering consecutive service as long as the individual or the Board does not officially terminate the employment contract.
 - (3) A record kept in the office of the Superintendent shall determine the number of accumulated days. Employees will receive an annual statement of their accumulated sick leave.
 - (4) Absence due to an infectious disease as specified by the Mountain Lakes Board of Health, contracted in the performance of duties, shall not cause deduction from the regular or accumulated sick leave.

- (5) Employees who are absent because of personal illness or injury for a period of more than three consecutive days may be required to file with the Superintendent a certificate from their physician attesting to the illness and the necessity for the absence. Employees who wish a leave of absence due to illness or health reasons shall file with the Superintendent for such leave. The Board reserves the right to grant special extension of such leave in individual cases, which, in its judgment, are deserving of such.

B. Bereavement Leave

1. Employees shall be allowed bereavement leave, with full pay, up to five work days for death within the immediate family.
 - a. The number of workdays allowed off with pay will be mutually agreed by the employee and the Superintendent for each incident.
 - b. Additional days may be granted with deductions of substitute's salary, where, in the opinion of the Superintendent, such additional absence is necessary and unavoidable.
 - c. "Immediate family" shall be understood to include spouse, parent, child, brother, sister, mother-in-law, father-in-law and any other member of the employee's immediate household.
2. In the case of death of a relative of the second degree, employees shall be allowed bereavement leave, with full pay, absence of up to one work day.
 - a. The number of work days allowed off with pay will be mutually agreed to by the employee and the Superintendent for each incident.
 - b. Additional days may be granted with deductions of substitute's salary where, in the opinion of the Superintendent, such additional absence is necessary and unavoidable.
 - c. A relative of the second degree shall be understood to include brother-in-law, sister-in-law, uncle, aunt, nephew, niece, cousin and grandparent.
3. Application for bereavement leave provided hereinabove must be made in writing to the Superintendent within five (5) work days subsequent to the absence.

C. Personal Leave

1. Employees shall be allowed a maximum of three (3) work days in any one year with full pay upon notification of need arising from one or more of the following:
 - a. religious observance as recognized by State Law for students,
 - b. marriage of the employee or the employee's immediate family,
 - c. legal business which cannot be conducted at any other time, or

d. for a just and compelling cause.

(1) An employee who feels the reason for the request is of such a personal nature that they do not wish to give the specific reason, will still be granted the personal day.

2. Personal leave shall not be granted on days immediately preceding or following school holidays, or on the first and/or last days of the school year unless under special circumstances approved in advance by the Superintendent.

D. Absence caused by on-the-job injury.

1. Whenever an employee is absent as a result of a compensable personal injury caused by an accident arising out of and in the course of the employee's employment, the Board shall pay to such employee the full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave reserve pursuant to N.J.S.A. 18A:30-2.1.

2. Salary provided in this section shall be paid for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under the labor and workmen's compensation statutes.

3. Any amount of salary paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability.

E. Critical Illness Leave

1. Teachers

A teacher may be allowed up to five school days in any one year with full pay because of critical illness within the immediate family. Additional days may be granted with deductions of substitute's salary when, in the opinion of the Superintendent, such absence is necessary and unavoidable.

a. "Immediate family" shall be understood to include spouse, parent, child, brother, sister, mother-in-law, father-in-law and any other member of the teacher's immediate household.

b. "Critical illness" shall be construed to mean of the nature of or constituting a crisis requiring emergency medical treatment or hospitalization.

c. Application for critical illness leave provided hereinabove must be made in writing to the Superintendent within five (5) school days subsequent to the absence.

2. Support Staff Employees

- a. A support staff employee may be granted leave for critical illness within the immediate family at the discretion of the Superintendent.

ARTICLE XVI
Extended Leaves of Absence

A. Pregnancy Disability

1. As soon as any employee shall become aware of her pregnancy, she should report her condition to her principal or immediate supervisor and submit a physician's certificate to him/her stating the expected date of delivery.
2. When such employee is physically unable to continue to perform her normal duties on account of pregnancy, she shall submit a physician's certificate to her immediate supervisor attesting to that fact and the date of disability. In the absence of extenuating circumstances, the period of normal disability shall be defined as twenty (20) working days before and twenty (20) working days after the birth of the child not to exceed a total of forty (40) working days.
3. After termination of pregnancy, the employee shall submit a physician's certificate certifying the date upon which said physical disability will terminate.
4. If the employee fails to submit the required medical certificate provided in paragraphs 1, 2 and 3 above, the district may require that a physician of its own choosing perform the required examination and produce the required certificates.
5. The school district reserves the right to require a second medical opinion by a physician who shall be chosen by mutual agreement of the Superintendent and the employee.
6. An employee's actual disability due to pregnancy, delivery and necessary after care shall be treated as sick leave as provided in ARTICLE XV, subject to the conditions hereinabove set forth in Sections 2 and 3.

B. Child Care Leave

1. Tenured Employees

Upon written request of a tenured employee, a leave of absence, without pay, shall be granted for the purpose of child care for a newborn infant or newly adopted child. Such leave will commence when the employee assumes primary care of the child and shall continue for one (1) full year after the school year during which the employee first takes custody.

This leave shall be contingent upon the employee's ability to verify to the satisfaction of the Superintendent that he/she is the primary caretaker of the child, and in the case of adoption, is the adoptive parent or legal guardian.

Any and all exceptions to the aforementioned length of child care leave shall be by written mutual agreement between the Board of Education and the employee.

The employee shall notify the Superintendent of his/her intention to return no later than February 1st of that year.

2. Nontenured Employees

Upon written request of an employee who is either nontenured or not eligible for tenure, a leave of absence, without pay, shall be granted for the purpose of child care for a newborn infant or newly adopted child in accordance with the provisions of the Family Leave Act - i.e., NJSA 34:11B-1 et seq.

C. Military Leave

1. Military leave is governed by law and is without pay. Any employee who may enlist or who may be conscripted into the Armed Forces of the United States may make application for military leave.
2. The employee shall be reinstated to his/her position and given credit for that period of military service on the salary schedule immediately upon written request as prescribed by law.
3. The application for reinstatement shall be made within ninety days from the date of release or discharge.

D. Association Leave

A leave of absence of up to two years shall be granted to an employee for the purpose of filling a position in the county, state or national employee's associations.

E. Other Leaves

Leaves of absence for extended periods for reasons other than those stated above may be granted by the Board to employees under tenure. Employees who are on such leave of absence will not be remunerated in any way, either by salary or fringe benefits, by the Board. Neither will they receive experience credit on the guide for the time they were on leave.

F. Jury Duty

1. Teachers

- a. A full-time classroom teacher who does not exercise the statutory exemption from jury duty during the time school is in session will not be indemnified against loss of pay for jury duty absence. The salary of any such teacher will be withheld at the rate of one-two hundredths (1/200's) of the teacher's annual salary for each day of absence attributable to jury duty.**
- b. A teacher who is less than full-time and is absent from school duties on jury duty will receive full pay. No such part-time teacher will be penalized in any way for an absence caused by service on a panel of grand or petit jurors. The time any such teacher is absent on jury duty will not be charged against personal leave and will count as school district service.**
- c. A part-time teacher summoned to jury duty shall promptly report the summons to the principal. On return from jury duty, the teacher must submit to the principal a court record of the number of days served on jury duty. While on jury duty, a teacher must report daily to his/her supervisor the schedule for the following day.**

2. Support Staff Employees

- a. The Board of Education will indemnify all support staff employees against loss of pay incurred by a call to jury duty. No support staff employee will be penalized in any way for an absence caused by service on a jury or jury panel.**
- b. A support staff employee summoned to jury duty shall promptly report his/her impending absence to the principal or responsible supervisor.**
- c. While on jury duty, a support staff employee must report daily to his/her supervisor the schedule for the following day and must report to work when he/she is excused from jury duty for half a day or more or suffer loss of pay.**
- d. The time spent on jury duty will not be charged against personal leave and will count as time on the job.**

ARTICLE XVII Sabbatical Leave

- A. To encourage superior performance in its professional staff, a teacher who shall have completed seven or more years of continuous full-time service in any professional capacity in the Mountain Lakes Schools shall after filing the appropriate forms, be eligible for a leave of absence of up to one full year for study or study oriented travel. The granting of Sabbatical Leave requires the recommendations of the Superintendent and the approval by the Board.

Prior to making his recommendation to the Board of Education, the Superintendent will confer with a Sabbatical Committee composed of the principal of each building and a teacher from each building in the district elected by the certificated staff members in each of the buildings.

- B. Granting of leave will be based upon:

1. purpose of leave
2. teacher's performance
3. needs of the district
4. the availability of budgetary funds

- a. however, once the budget has been approved by the public and the formal granting of the leave has been completed, it shall not be rescinded except for the provisions of Subsection L of this Article.

- C. Applications for such leave shall be made before November 1 prior to the year for which such absence is requested. Such application shall be made upon a form furnished by the Board and shall indicate a program approved by the Board, to be followed by the teacher during the period of leave.

- D. Applicants shall agree to abide by all conditions determined by the Board to govern such leaves of absence.

- E. As a condition to such leave, teachers on a one-year Sabbatical Leave shall enter into a contract to continue in the service of the Mountain Lakes Public Schools for a period of at least two years after the expiration of the leave of absence. Teachers on a half-year Sabbatical Leave shall enter into a contract to continue in the service of the Mountain Lakes Public Schools for at least one full regular school year after the expiration of the leave of absence. Failing to continue in service, the teacher (not the Association) shall repay to the Board full salary received while on leave.

- F. The Board shall have the right to fix the duration of the leave. A teacher granted sabbatical leave shall receive compensation of three-fourths of the salary they would be entitled to receive if not on leave. From such salary shall be deducted monthly the regular deductions for the Teacher's Pension and Annuity Fund and other deductions authorized by the teacher. Salary payments shall be made semi-monthly in accordance with the schedule for payment of salaries in the school system.
- G. Not more than two teachers shall be granted sabbatical leave for the same year. In granting such leaves of absence due consideration shall be given to the reasonable and equitable distribution of the applicants among the different schools and departments. Approved applicants shall be notified by April 15.

If, after being granted leave, the teacher withdraws his/her request for such leave, and if there is an additional qualified candidate who has been granted "waiting list" status by the Superintendent, the Superintendent shall recommend that candidate to the Board, provided that the original list of candidates exceeded two. Once granted, a sabbatical leave shall not be rescinded unilaterally except in the event of a budget defeat or in accordance with the provisions of Subsection L.

It is recognized by the Board and the Association that the date upon which the initially approved teacher withdraws his/her request may have an impact on how successfully the Administration can arrange for replacement of any subsequently recommended teacher.

- H. If more than two teachers of the system shall apply for leave, selection shall be made on the basis of benefits to the school system. At all times the needs of the school system as a whole shall be paramount.
- I. Teachers on such leave may associate for compensation with any person, persons, or organization during the sabbatical year, providing the Board gives prior written approval for such association.
- J. Teachers on such leave shall make such regular written reports as the Superintendent may require.
- K. Such leave of absence shall be without prejudice to the teacher's tenure rights.
- L. Such leave of absence may be rescinded by the Board at its discretion at any time during the year for which it is granted when in the judgment of the Board the conditions under which it was granted are not being met.
- M. Teachers on such leave will be considered as in the employ of the Board of Education of Mountain Lakes, and the time thus spent shall count as a regular service toward retirement and for consideration in regard to salary adjustment. In addition, they will accumulate toward their sick leave bank, the number of days equal to the average number of days accumulated per year during the time of their employment by the Mountain Lakes Board of Education.

ARTICLE XVIII

Professional Development

A. Teachers

It is the policy of the Board and the Association to encourage in all possible ways the professional development of its teachers. Teachers may, therefore, be absent from school in order to participate in professional meetings or interschool visitations.

1. The Superintendent shall exercise judgment in granting permission for a teacher to attend activities deemed to benefit his professional development. These shall include:
 - a. meetings on subjects pertaining to the teacher's field of interest or related subjects;
 - b. visits to schools which are believed to encourage professional growth and development.
2. Two days will be granted annually for attendance at the New Jersey Education Association Convention.
3. Expenses incurred in attending approved meetings shall be borne by the Board.
 - a. Transportation expense allowed shall be the incurred carrier cost, or expense at the rate of twenty-eight (28) cents per mile if a personal vehicle is used.
 - b. Car use shall not be considered as being for Board business, and the Board shall not be liable for any damage resulting from accidents incurred through the use of a car.
 - c. All requests for reimbursement of expenses by teachers are subject to examination and approval by the Superintendent.
 - d. Living expenses shall be allowed as approved by the Building Principal and Superintendent.
 - e. Teachers may be allowed sufficient advance funds to cover estimated living expenses at approved meetings. Requests for such an advance must be approved by the Superintendent and the Board.
 - f. Expenses for the New Jersey Education Association Convention are normally borne by the teacher.

B. Secretaries

1. Employment Training

The Board shall pay the cost of any seminar or course that is requested by the secretary and approved by the Superintendent not to exceed three hundred fifty dollars (\$350) per secretary, per year.

If the administration requests that the secretary attend such a seminar or course, the Board shall pay the full cost.

C. Custodial/Maintenance Employees

1. Black Seal Boiler License

- a. The Board shall reimburse custodial/maintenance employees for training, books, testing and other direct expenses incurred in obtaining and/or renewing the Black Seal Boiler License.

ARTICLE XIX

Exchange Teaching Program

Leaves of absence for one year will also be granted for participation in the Foreign Exchange Teaching Program under the Fulbright Act, or in any similar program. Such leaves will be granted:

- A. with salary, and an exchange teacher whose salary is paid by their own school authority, will be accepted. It is understood that the credentials of the exchange teacher will be submitted to the Superintendent for approval before an exchange arrangement is completed, or
- B. without salary, to permit a teacher to accept a United States Government grant to teach in a national school abroad. The Board will pay a salary to an exchange teacher whose credentials it approves. The salary to be agreed upon will be in accordance with the exchange teacher's education and experience and the salary guide.

ARTICLE XX

Insurance Protection

A. Hospitalization

All employees who are regularly employed a minimum of twenty (20) hours per week by the Board are eligible for membership in the New Jersey State Health Benefits Program.

Board shall pay the full premium for said insurance coverage for eligible employees and their dependents who choose to enroll.

B. Dental Program

Employees and their dependents are eligible, in accordance with the rules and regulations of the insurance carrier and Section D below, for dental care insurance.

Dental care insurance, currently underwritten by Delta Dental, is described in Appendix A, attached hereto and made a part of this Agreement.

The Board of Education shall contribute up to a maximum amount of nine hundred fifty-one dollars (\$951) per contract year for each employee's/dependent's dental premium.

C. Washington National Insurance

All employees who are members of the New Jersey Education Association are eligible for sickness and accident insurance in the NJEA Group Accident and Sickness Insurance Plan, underwritten by the Washington National Insurance Company, and monthly deductions from pay checks are made by the Secretary upon written request from the employees.

D. Application for Coverage

Each eligible employee will complete an application form provided by the insurance carrier.

E. Termination of Insurance

A employee's insurance terminates for himself and his dependents when his employment terminates.

F. Interpretation of Coverage

In assuming the premium cost the Board assumes no further responsibility regarding interpretation of the policy, processing of claims, or any matter which is determined by the insurance carrier.

G. Insurance Coverage

The Board shall provide Workmen's Compensation Insurance and shall save harmless every employee from financial loss because of alleged negligence within the scope of his duties which results in accidental bodily injury or property damage.

ARTICLE XXI Deduction from Salary

The Board agrees to deduct from the salaries of its employees unified dues for the Mountain Lakes Education Association, the Morris County Council of Education Associations, the New Jersey Education Association and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:15-15, 9e) and under rules established by the State Department of Education.

The Association agrees to inform the Secretary of the Board of Education, in writing, not later than August 1 of a change in Association dues for the period beginning September 1.

ARTICLE XXII Miscellaneous Provisions

A. Teachers

1. This Agreement constitutes a portion of Board policy as they apply to teachers 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.
2. Unless otherwise provided in this Agreement nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any teacher benefit existing prior to its effective date.

B. Custodial/Maintenance Employees

1. The Board shall provide custodial/maintenance the following:
 - a. two (2) sets of uniforms per year;
 - b. one (1) pair of work shoes per year;
 - c. one (1) lightweight jacket every two (2) years;
 - d. one (1) winter jacket every two (2) years; and
 - e. work gloves as needed.

C. Employees

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.
2. The Board and the Association agree that there shall be established an "Advisory Council" for Administrative Procedures and Curriculum Change.
3. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, age, sex, physical handicap, domicile, or marital status.

4. If fall and/or spring parent/teacher conferences are held at Wildwood School or Briarcliff School, the administration shall ascertain the amount of release time necessary to complete these conferences and plan accordingly.
5. Copies of this Agreement shall be printed at the expense of the Board within thirty days after the Agreement is signed and presented to all employees now employed, or considered for employment by the Board.

ARTICLE XXIII Reduction in Force

A. Teachers

Reductions in-force shall be carried out in accordance with applicable statutes, rules and regulations, and case law affecting said RIF.

The Board shall provide the Association with an up-to-date seniority list each school year reflecting the status of professional staff members through June 30 of that school year.

B. Support Staff Employees

1. Layoffs/RIFs

The Board reserves the right to abolish support staff positions and reduce staff commensurately whenever reasons of economy, reorganization of the school district, reduction in the number of pupils, or other cause so warrant.

ARTICLE XXIV Tuition Reimbursement

- A. The Board shall budget fifteen thousand dollars (\$15,000) for reimbursement of tuition for each school year covered by this Agreement. A teacher new to the district is not eligible for tuition reimbursement until he/she begins his/her second year in the district. The maximum amount allowed for teachers in their second year in the district shall not exceed \$375 during the fiscal year. The maximum amount allowed for third-year and tenured teachers shall not exceed \$750 during the fiscal year.
- B. Teachers intending to take courses shall make it known by filling out the appropriate form prior to June 15 of the previous fiscal year.
- C. The reimbursement shall be at the Rutgers University graduate tuition cost per credit hour for Residents of New Jersey residents plus three-quarters of the cost over the tuition cost per credit hour.

- D. Only those courses directly applicable to the teacher's improvement in the classroom shall be considered for reimbursement. Consideration for reimbursement shall not be limited to the teacher's job assignment.
- E. For other than full-time professional staff, payment will be prorated according to the percent of full-time employment rendered by a staff member to the district during the time they are taking the course.
- F. Tuition reimbursement shall be paid by the end of the month in which the Superintendent receives a report card or transcript provided that such proof, as well as the teacher's signed claim form, is supplied to the Superintendent by the tenth of the month.
- G. Reimbursement for summer courses will be made by the end of September provided that the staff member is still employed by the Board and that the Superintendent receives a report card or transcript together with a signed claim form from the teacher by the tenth of that month.
- H. In order for a course to be eligible for tuition reimbursement a request for Course Approval for specific courses must be approved by the Board of Education prior to the beginning of the course.

ARTICLE XXV Representation Fee

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. Said fee shall conform to the rules and regulations promulgated by the Public Employment Relations Commission.

C. Deduction and Transmission of Fee

1. Notification

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

2. Payroll Deduction Schedule

Upon annual written notification that the Association has adopted and implemented a valid "demand and return system," the Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. twenty (20) days after receipt of the aforesaid list by the Board; or
- b. sixty (60) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid twenty (20) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

D. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

E. Mechanics

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

F. Changes

The Association will notify the Board in writing of any changes in the list provided for in Section C above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice. Deductions shall be made February 1 and/or June 15 for such changes.

G. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees. Said deductions shall be pro rata for the remainder of the membership year effective sixty (60) days after the employee's initial date of employment provided that a minimum of ninety (90) days exists between the day the employee began his/her employment and the end of the current membership year (June 30).

H. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

1. Liability

It is understood that the Board will:

- a. give the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; provided, however, failure to notify will not invalidate said indemnification; and
 - b. cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.
2. It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board.

ARTICLE XXVI
Duration of Agreement

The parties have met and negotiated certain agreements as follows:

The terms of the Agreement will be from July 1, 1991 to June 30, 1994.

In witness whereof the Association and the Board have caused this Agreement to be signed by their respective presidents and attested by their secretaries, all on the day and year first above written.

MOUNTAIN LAKES EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

MOUNTAIN LAKES BOARD OF EDUCATION

By _____
President

By _____
Secretary

SCHEDULE A-1 Teachers Salary Guide 1991-1992

STEP	BA	BA+30	MA	MA+30	MA+60
N	25201	26713	28516	30869	33261
M	26486	28075	29970	32443	34957
L	27837	29507	31499	34098	36741
K	29257	31012	33105	35836	38613
J	30749	32594	34794	37665	40584
I	32317	34256	36568	39585	42653
H	33965	36003	38433	41604	44828
G	35697	37839	40393	43725	47114
F	37518	39769	42453	45955	49517
E	39431	41797	44618	48299	52042
D	41442	43929	46894	50763	54697
C	43556	46169	49285	53351	57486
B	45777	48524	51799	56072	60418
A	48112	50999	54441	58932	63499

For the 1991-92 school year only, longevity shall be paid in accordance with the rates set forth below to those teachers who (1) possess the requisite years experience as recognized by the Mountain Lakes Board of Education and (2) have been at the maximum step (A) of the salary guide in the prior year. Payment shall be paid in the specified years.

16 - 25 years = \$800

26+ years = \$1,100

Except for the Off Guide Doctorate described in the SideBar Section of this Agreement, any teacher who possesses an appropriate doctorate shall receive an additional stipend of \$1,000 above his/her appropriate step on the guide at MA+60.

SCHEDULE A-2

Teachers Salary Guide 1992-1993

STEP	BA	BA+30	MA	MA+30	MA+60
N	25793	27341	29187	31595	34123
M	27121	28748	30688	33220	35878
L	28518	30229	32269	34931	37725
K	29987	31786	33932	36731	39669
J	31531	33423	35679	38623	41713
I	33155	35144	37516	40611	43860
H	34862	36954	39448	42702	46118
G	36657	38856	41479	44901	48493
F	38545	40858	43616	47214	50991
E	40530	42962	45862	49646	53618
D	42617	45174	48223	52201	56377
C	44812	47501	50707	54890	59281
B	47120	49947	53318	57717	62334
A	49547	52520	56065	60690	65545

For the 1992-93 school year only, longevity shall be paid in accordance with the rates set forth below to those teachers who (1) possess the requisite years experience as recognized by the Mountain Lakes Board of Education and (2) have been at the maximum step (A) of the salary guide in the prior year. Payment shall be paid in the specified years.

16 - 25 years = \$2,000

26+ years = \$2,300

Except for the Off Guide Doctorate described in the SideBar Section of this Agreement, any teacher who possesses an appropriate doctorate shall receive an additional stipend of \$1,000 above his/her appropriate step on the guide at MA+60.

SCHEDULE A-3

Teachers Salary Guide 1993-1994

STEP	BA	BA+30	MA	MA+30	MA+60
N	26359	27980	29743	31993	34553
M	27706	29410	31263	33682	36382
L	29122	30913	32860	35460	38307
K	30610	32492	34539	37333	40334
J	32174	34153	36304	39304	42469
I	33818	35898	38159	41379	44716
H	35546	37732	40109	43563	47082
G	37363	39660	42159	45863	49574
F	39272	41687	44313	48285	52197
E	41279	43817	46578	50834	54960
D	43388	46056	48958	53518	57868
C	45605	48410	51460	56343	60930
B	47935	50884	54089	59318	64155
A	50769	53900	57582	62450	67550

For the 1993-94 school year, longevity shall be paid in accordance with the rates set forth below to those teachers who (1) possess the requisite years experience as recognized by the Mountain Lakes Board of Education and (2) have been at the maximum step (A) of the salary guide in the prior year. Payment shall be paid in the specified years.

16 - 25 years = \$3,400

26+ years = \$3,700

Except for the Off Guide Doctorate described in the SideBar Section of this Agreement, any teacher who possesses an appropriate doctorate shall receive an additional stipend of \$1,000 above his/her appropriate step on the guide at MA+60.

SCHEDULE A-4 Salary Guide Movement

BA LEVEL

90-91 STEP	91-92 IF IN YEAR	91-92 STEP	92-93 STEP	93-94 STEP
O	1	O	O	O
N	2	N	N	N
M	3	M	M	M
L	4	L	L	L
K	5-6	K	K	K
J	7-11	J	J	J
I	12-13	I	I	I
H	14-16	H	H	H
G	17	G	G	G
F	18-19	F	F	F
E	20	E	E	E
D	21	D	D	D
C	22	C	C	C
B	23 +	B	B	B
		A	A	A

BA+30 LEVEL

90-91 STEP	91-92 IF IN YEAR	91-92 STEP	92-93 STEP	93-94 STEP
O	1	O	O	O
N	2	N	N	N
M	3	M	M	M
L	4	L	L	L
K	5-6	K	K	K
J	7-11	J	J	J
I	12-13	I	I	I
H	14-15	H	H	H
G	16	G	G	G
F	17	F	F	F
E	18-19	E	E	E
D	20	D	D	D
C	21	C	C	C
B	22 +	B	B	B
		A	A	A

MA LEVEL

90-91 STEP	91-92 IF IN YEAR	91-92 STEP	92-93 STEP	93-94 STEP
O	1	O	O	O
N	2	N	N	N
M	3	M	M	M
L	4	L	L	L
K	5-6	K	K	K
J	7-11	J	J	J
I	12-13	I	I	I
H	14-15	H	H	H
G	16	G	G	G
F	17	F	F	F
E	18	E	E	E
D	19-20	D	D	D
C	21	C	C	C
B	22	B	B	B
	23 +	A	A	A

MA+30 LEVEL

90-91 STEP	91-92 IF IN YEAR	91-92 STEP	92-93 STEP	93-94 STEP
O	1	O	O	O
N	2	N	N	N
M	3	M	M	M
L	4	L	L	L
K	5-6	K	K	K
J	7-11	J	J	J
I	12-13	I	I	I
H	14-15	H	H	H
G	16	G	G	G
F	17	F	F	F
E	18	E	E	E
D	19	D	D	D
C	20	C	C	C
B	21	B	B	B
	22 +	A	A	A

MA+60 LEVEL

90-91 STEP	91-92 IF IN YEAR	91-92 STEP	92-93 STEP	93-94 STEP
	1	O	O	O
O	2	N	N	N
N	3	M	M	M
M	4	L	L	L
L	5-6	K	K	K
K	7-11	J	J	J
J	12-15	I	I	I
I	16	H	H	H
H	17	G	G	G
G	18-19	F	F	F
F	20	E	E	E
E	21	D	D	D
D	22	C	C	C
C	23	B	B	B
B	24 +	A	A	A

DEFINITION OF LEVELS

1. BA - Teacher must have a BA or BS degree.
2. BA+30 or BS+30 - Approved graduate credits.
3. MA - Appropriate Master's Degree.
4. MA+30 or MS+30 - Appropriate Master's Degree plus 30 approved graduate credits.
5. MA+60 or MS+60 - Appropriate Master's Degree plus 60 approved graduate credits.
6. Doctorate - Appropriate Doctorate.

SCHEDULE "B-1"
1991-1992
Extra Pay for Extra Services

Teachers who perform extra assignments for which extra compensation is now received under current Board policy and budgeted in the Student Body Activities account (1010) will continue to receive extra compensation for such assignments in accordance with the salaries set forth below:

ATHLETIC POSITIONS

POSITION	STEP 1	STEP 2	STEP 3
Ath. Train.	708	944	1180
** Note: Stipend per athletic season			
B-B. - Head (By.)	4129	4719	5309
B-B. - Head (Gr.)	4129	4719	5309
B-B. - JV (By.)	2360	2832	3303
B-B. - JV (Gr.)	2360	2832	3303
B-B. - Fr. (By.)	2360	2832	3303
BaseB. - Head	3185	3657	4129
BaseB. - JV	2124	2478	2832
Cheering	2241	2478	2713
** Note: Stipend per full year			
Cross Ctry. - Head	2832	3303	3775
FB. - Head	4956	5545	6135
FB. - Asst.	3303	3894	4484
FB. - Head Fr.	2832	3303	3775
FB. - Asst. Fr.	2360	2832	3303
Fd. Hock. - Head	3185	3657	4129
Fd. Hock. - JV	2124	2478	2832
GAA - Co	1121	1298	1652
GAA - Co	1121	1298	1652
Lax. - Head	4129	4719	5309
Lax. - JV	2832	3303	3775
Lax. - Fr.	2360	2832	3303
Skiing - Head	2360	2832	3303

POSITION	STEP 1	STEP 2	STEP 3
Soc. - Head (By.)	3185	3657	4129
Soc. - Head (Gr.)	3185	3657	4129
Soc. - JV (By.)	2124	2478	2832
Soc. - JV (Gr.)	2124	2478	2832
SoftB. - Head	3185	3657	4129
SoftB. - JV	2124	2478	2832
Swim. - Head	2596	3068	3540
Ten. - Head (By.)	2596	3068	3303
Ten. - Head (Gr.)	2596	3068	3303
Tr. - Co-Head	3185	3657	4129
Tr. - Co-Head	3185	3657	4129
Tr. Asst.	2124	2478	2832
BC. Ath Dir.	708	826	944
BC. B-B. (By.)	1416	1769	2124
BC. B-B. (Gr.)	1416	1769	2124
BC. Cheering	885	1003	1121
BC. Cross-Ctry.	944	1121	1298
BC. BB. Intra.	1475	1652	1829
BC. FB. Intra.	472	531	590
BC. SB. Intra.	472	531	590

NON-ATHLETIC POSITIONS

POSITION	STEP 1	STEP 2	STEP 3
Acade. Deca.	1888	2065	2241
Adv. Senior	1062	1416	1769
Adv. Junior	826	1062	1298
Adv. Soph.	472	708	944
Adv. Frosh.	472	708	944
Chorus	1416	1769	2124
Drama-High	2360	2596	2832
Liter. Mag.	354	472	590

POSITION	STEP 1	STEP 2	STEP 3
Mountaineer	1180	1416	1769
N.H.S.	413	531	649
Peer Group Co.	678	826	1003
Peer Group Co.	678	826	1003
SGA	826	1003	1180
Stagecraft	708	944	1180
Yearbook	1769	2360	2950
BC. Drama	1534	1652	1769
BC. Yearbook	472	590	708
L.D. Yearbook	472	590	708
L.D. Computer Coord.	590	944	1180
L.D. Tourn. of Champs.	472	531	649
Wd. Yearbook	472	590	708

SCHEDULE "B-2"
1992-1993
Extra Pay for Extra Services

Teachers who perform extra assignments for which extra compensation is now received under current Board policy and budgeted in the Student Body Activities account (1010) will continue to receive extra compensation for such assignments in accordance with the salaries set forth below:

ATHLETIC POSITIONS

POSITION	STEP 1	STEP 2	STEP 3
Ath. Train.	757	1009	1261
** Note: Stipend per athletic season			
B-B. - Head (By.)	4414	5045	5675
B-B. - Head (Gr.)	4414	5045	5675
B-B. - JV (By.)	2523	3027	3531
B-B. - JV (Gr.)	2523	3027	3531
B-B. - Fr. (By.)	2523	3027	3531
BaseB. - Head	3405	3909	4414
BaseB. - JV	2271	2649	3027
Cheering	2396	2649	2900
** Note: Stipend per full year			
GAA - Co	1198	1388	1766
GAA - Co	1198	1388	1766
Cross Ctry. - Head	3027	3531	4035
FB. - Head	5298	5928	6558
FB. - Asst.	3531	4163	4793
FB. - Head Fr.	3027	3531	4035
FB. - Asst. Fr.	2523	3027	3531
Fd. Hock. - Head	3405	3909	4414
Fd. Hock. - JV	2271	2649	3027
Lax. - Head	4414	5045	5675
Lax. - JV	3027	3531	4035
Lax. - Fr.	2523	3027	3531
Skiing - Head	2523	3027	3531

POSITION	STEP 1	STEP 2	STEP 3
Soc. - Head (By.)	3405	3909	4414
Soc. - Head (Gr.)	3405	3909	4414
Soc. - JV (By.)	2271	2649	3027
Soc. - JV (Gr.)	2271	2649	3027
SoftB. - Head	3405	3909	4414
SoftB. - JV	2271	2649	3027
Swim. - Head	2775	3280	3784
Ten. - Head (By.)	2775	3280	3531
Ten. - Head (Gr.)	2775	3280	3531
Tr. - Co-Head	3405	3909	4414
Tr. - Co-Head	3405	3909	4414
Tr. Asst.	2271	2649	3027
BC. Ath Dir.	757	883	1009
BC. B-B. (By.)	1514	1891	2271
BC. B-B. (Gr.)	1514	1891	2271
BC. Cheering	946	1072	1198
BC. Cross-Ctry.	1009	1198	1388
BC. BB. Intra.	1577	1766	1955
BC. FB. Intra.	505	568	631
BC. SB. Intra.	505	568	631

NON-ATHLETIC POSITIONS

POSITION	STEP 1	STEP 2	STEP 3
Acade. Deca.	2018	2207	2396
Adv. Senior	1135	1514	1891
Adv. Junior	883	1135	1388
Adv. Soph.	505	757	1009
Adv. Frosh.	505	757	1009
Chorus	1514	1891	2271
Drama-High	2523	2775	3027
Liter. Mag.	378	505	631

POSITION	STEP 1	STEP 2	STEP 3
Mountaineer	1261	1514	1891
N.H.S.	441	568	694
Peer Group Co.	725	883	1072
Peer Group Co.	725	883	1072
SGA	883	1072	1261
Stagecraft	757	1009	1261
Yearbook	1891	2523	3154
BC. Drama	1640	1766	1891
BC. Yearbook	505	631	757
L.D. Yearbook	505	631	757
L.D. Computer Coord.	631	1009	1261
L.D. Tourn. of Champs.	505	568	694
Wd. Yearbook	505	631	757

SCHEDULE "B-3"
1993-1994
Extra Pay for Extra Services

Teachers who perform extra assignments for which extra compensation is now received under current Board policy and budgeted in the Student Body Activities account (1010) will continue to receive extra compensation for such assignments in accordance with the salaries set forth below:

ATHLETIC POSITIONS

POSITION	STEP 1	STEP 2	STEP 3
Ath. Train.	805	1074	1342
** Note: Stipend per athletic season			
B-B. - Head (By.)	4696	5368	6038
B-B. - Head (Gr.)	4696	5368	6038
B-B. - JV (By.)	2684	3221	3757
B-B. - JV (Gr.)	2684	3221	3757
B-B. - Fr. (By.)	2684	3221	3757
BaseB. - Head	3623	4159	4696
BaseB. - JV	2416	2819	3221
Cheering	2549	2819	3086
** Note: Stipend per full year			
GAA - Co	1275	1477	1879
GAA - Co	1275	1477	1879
Cross Ctry. - Head	3221	3757	4293
FB. - Head	5637	6307	6978
FB. - Asst.	3757	4429	5100
FB. - Head Fr.	3221	3757	4293
FB. - Asst. Fr.	2684	3221	3757
Fd. Hock. - Head	3623	4159	4696
Fd. Hock. - JV	2416	2819	3221
Lax. - Head	4696	5368	6038
Lax. - JV	3221	3757	4293
Lax. - Fr.	2684	3221	3757
Skiing - Head	2684	3221	3757

POSITION	STEP 1	STEP 2	STEP 3
Soc. - Head (By.)	3623	4159	4696
Soc. - Head (Gr.)	3623	4159	4696
Soc. - JV (By.)	2416	2819	3221
Soc. - JV (Gr.)	2416	2819	3221
SoftB. - Head	3623	4159	4696
SoftB. - JV	2416	2819	3221
Swim. - Head	2953	3490	4026
Ten. - Head (By.)	2953	3490	3757
Ten. - Head (Gr.)	2953	3490	3757
Tr. - Co-Head	3623	4159	4696
Tr. - Co-Head	3623	4159	4696
Tr. Asst.	2416	2819	3221
BC. Ath Dir.	805	940	1074
BC. B-B. (By.)	1611	2012	2416
BC. B-B. (Gr.)	1611	2012	2416
BC. Cheering	1007	1141	1275
BC. Cross-Ctry.	1074	1275	1477
BC. BB. Intra.	1678	1879	2080
BC. FB. Intra.	537	604	671
BC. SB. Intra.	537	604	671

NON-ATHLETIC POSITIONS

POSITION	STEP 1	STEP 2	STEP 3
Acade. Deca.	2147	2348	2549
Adv. Senior	1208	1611	2012
Adv. Junior	940	1208	1477
Adv. Soph.	537	805	1074
Adv. Frosh.	537	805	1074
Chorus	1611	2012	2416
Drama-High	2684	2953	3221
Liter. Mag.	402	537	671

POSITION	STEP 1	STEP 2	STEP 3
Mountaineer	1342	1611	2012
N.H.S.	469	604	738
Peer Group Co.	771	940	1141
Peer Group Co.	771	940	1141
SGA	940	1141	1342
Stagecraft	805	1074	1342
Yearbook	2012	2684	3356
BC. Drama	1745	1879	2012
BC. Yearbook	537	671	805
L.D. Yearbook	537	671	805
L.D. Computer Coord.	671	1074	1342
L.D. Tourn. of Champs.	537	604	738
Wd. Yearbook	737	671	805

SCHEDULE "C"

Coordinators of Instruction, in addition to their regular salary on the teachers' salary guide, will receive an additional stipend of \$1200 per school year.

SCHEDULE "D"

Teachers shall be paid for unused, accumulated sick leave as follows:

1. Effective July 1, 1989, any teacher who retires according to the provisions of the T.P.A.F. in order to receive immediate benefits as opposed to "deferred" benefits and has fifteen (15) continuous years of teaching service in the Mountain Lakes School District shall be eligible for payment for unused sick leave.
2. Teachers planning to retire must notify the Superintendent no later than ninety (90) days in advance in order to receive prompt payment; those who fail to comply with the notification procedure described herein shall be required to wait for said payment until such time as (1) the money is allocated in the next school budget and (2) the next school budget becomes effective.
3. Teachers retiring shall receive forty-five dollars (\$45) per day for the first seventy five (75) days and sixty dollars (\$60) per day for all days thereafter; provided, however, the total amount paid to any teacher shall not exceed eight thousand dollars (\$8,000).
4. If a teacher who has notified the Board of his/her intent to retire in accordance with the provisions set forth hereinabove subsequently dies prior to the effective date of his/her retirement, the payment to which said teacher would have been entitled under this provision shall be paid to the teacher's estate.
5. In the event of the teacher's death prior to retirement, payment of the above benefit shall be made to the estate of the teacher as a death benefit.

SCHEDULE E-1 Secretarial Salary Guides

Secretaries, Clerks, & Bookkeepers 1991-1992

SCHEDULE E-1a 1991-1992

STEP 12 MO. 10 MO.

L	18300	25244
K	18801	15661
J	19298	16075
I	19808	16500
H	20331	16936
G	20869	17384
F	21420	17843
E	21986	18314
D	22566	18797
C	23393	19486
B	24220	20175
A	25048	20865

SCHEDULE E-1b 1992-1993

STEP 12 MO. 10 MO.

L	19130	15935
K	19630	16352
J	20130	16768
I	20630	17185
H	21175	17639
G	21734	18104
F	22309	18583
E	22898	19074
D	23503	19578
C	24123	20094
B	25450	21200
A	26776	22304

SCHEDULE E-1c 1993-1994

STEP 12 MO. 10 MO.

L	19950	16618
K	20450	17035
J	20950	17451
I	21450	17868
H	21950	18284
G	22530	18767
F	23125	19263
E	23737	19773
D	24363	20294
C	25007	20831
B	25667	21381
A	28490	23732

**SCHEDULE E-2
Secretarial Salary Guides**

Principal/Administrative

**SCHEDULE E-2a
1991-1992**

STEP

M	22656
L	23164
K	23672
J	24191
I	24721
H	25263
G	25816
F	26382
E	26960
D	27551
C	28154
B	28771
A	29402

**SCHEDULE E-2b
1992-1993**

STEP

M	23762
L	24262
K	24762
J	25305
I	25860
H	26428
G	27006
F	27597
E	28202
D	28820
C	29452
B	30097
A	30756

**SCHEDULE E-2c
1993-1994**

STEP

M	24847
L	25347
K	25847
J	26347
I	26925
H	27515
G	28119
F	28734
E	29363
D	30007
C	30664
B	31337
A	32724

SCHEDULE F Audio Technicians

SCHEDULE F-1a 1991-1992

STEP

H	23077
G	23596
F	24127
E	24670
D	25225
C	25728
B	26373
A	26966

SCHEDULE F-1b 1992-1993

STEP

H	24126
G	24669
F	25224
E	25792
D	26372
C	26966
B	27503
A	28193

SCHEDULE F-1c 1993-1994

STEP

H	25105
G	25670
F	26248
E	26838
D	28060
C	28692
B	29263
A	29997

SCHEDULE G School Aides

Table of Hourly Rates

SCHEDULE G-1a 1991-1992

STEP	
H	7.28
G	7.84
F	8.40
E	8.96
D	9.52
C	10.08
B	10.64
A	11.20

SCHEDULE G-1b 1992-1993

STEP	
H	7.48
G	7.78
F	8.38
E	8.97
D	9.57
C	10.18
B	10.77
A	11.37

SCHEDULE G-1c 1993-1994

STEP	
H	7.68
G	7.98
F	8.28
E	8.92
D	9.54
C	10.18
B	10.83
A	11.46

SCHEDULE H-1
Custodial/Maintenance Employees

Custodians

SCHEDULE H-1a
1991-1992

STEP

I	17958
H	18801
G	19644
F	20694
E	21744
D	22794
C	23844
B	24894
A	25944

SCHEDULE H-1b
1992-1993

STEP

H	19197
G	20098
F	20999
E	22122
D	23244
C	24367
B	25489
A	26612

SCHEDULE H-1c
1993-1994

STEP

H	19526
G	20426
F	21384
E	22343
D	23538
C	24732
B	25926
A	27120

SCHEDULE H-2
Custodial/Maintenance Employees

Custodial Night Supervisor

SCHEDULE H-2a
1991-1992

STEP

H	22137
G	23137
F	24137
E	25137
D	26137
C	27137
B	28137
A	29137

SCHEDULE H-2b
1992-1993

STEP

H	23009
G	24009
F	25009
E	26009
D	27009
C	28009
B	29009
A	30009

SCHEDULE H-2c
1993-1994

STEP

H	23866
G	24866
F	25866
E	26866
D	27866
C	28866
B	29866
A	30866

SCHEDULE H-3
Custodial/Maintenance Employees

Head Custodian

SCHEDULE H-3a
1991-1992

STEP

H	23267
G	24267
F	25267
E	26267
D	27267
C	28267
B	29267
A	30267

SCHEDULE H-3b
1992-1993

STEP

H	24055
G	25000
F	25982
E	27002
D	28062
C	29164
B	30310
A	31500

SCHEDULE H-3c
1993-1994

STEP

H	24605
G	25583
F	26600
E	27657
D	28757
C	29900
B	31089
A	32324

SCHEDULE H-4
Custodial/Maintenance Employees

Maintenance

SCHEDULE H-4a
1991-1992

STEP

H	26026
G	26971
F	27950
E	28965
D	30016
C	31106
B	32235
A	33405

SCHEDULE H-4b
1992-1993

STEP

H	26847
G	27822
F	28832
E	29879
D	30964
C	32088
B	33253
A	34460

SCHEDULE H-4c
1993-1994

STEP

H	27566
G	28566
F	29603
E	30678
D	31791
C	32945
B	34141
A	35380

APPENDIX A
Delta Dental Care Program
Group No 7090

Dental benefits shall include the following payments of Delta's allowable charges:

Preventive and Diagnostic Services	100%
Remaining Basic Services	80%
Crowns	70%
Prosthodontic Services	70%
Orthodontic Services	70%
(for eligible employees and dependents)	

Deductible

Deductible per patient for each calendar year (not applicable to Preventive and Diagnostic Services): \$25.00

Deductible per family for each calendar year (not applicable to Preventive and Diagnostic Services): \$75.00

Calendar Year Maximum

Calendar year maximum per patient for Preventive and Diagnostic, Basic, Crowns and Prosthodontic Services: \$2000.00

Lifetime maximum per patient for Orthodontic Services: \$2000.00

MOUNTAIN LAKES SCHOOL DISTRICT SIDEBAR AGREEMENTS

The Mountain Lakes Board of Education and the Mountain Lakes Education Association understand and agree to the following sidebar agreements with regard to the 1991-94 Agreement.

1. Off Guide Doctoral Salary

Notwithstanding specific contract language set forth in the Negotiated Agreement, the one teacher who was placed at the Doctoral Column of the 1988-1989 Salary Guide shall have his annual salary determined each year by multiplying the amount listed on the corresponding year of Schedule A, Step A - MA+60 by (X) the ratio of his 1990-1991 off guide salary to the 1990-1991 Salary Guide amount at Step A - MA+60 - i.e., 1.0765.

2. Hospital/Medical and Dental Insurance Coverage

All "halftime" employees who receive hospital/medical insurance under Connecticut General prior to the carrier change shall continue to receive insurance benefits under the new insurance plan provided the employee continues to remain employed by the Board a minimum of "halftime" as previously defined.

Thereafter, for all insurance plans, a "halftime" employee shall be defined as an employee whose work week constitutes a minimum of twenty (20) hours based upon the employer's regularly scheduled starting and quitting time.

3. Definition of "Deferred Benefits"

For purposes of clarifying the intent of Schedule D, "deferred" shall mean "vesting" as opposed to "collecting." Thus, any payment for unused accumulated sick leave shall be considered "retirement pay" rather than "severance pay."

4. No Reprisal Clause

The Board and/or its agents agree that there shall be no reprisals taken against any member of the bargaining unit herein defined for participation in any activities in any way connected with the negotiations leading up to the resolution of the 1991-1994 Agreement. It is further agreed that prior reprisals including, but not limited to, letters of reprimand shall be removed and destroyed from the personnel files of all employees covered by this Agreement and that all employees shall receive written notification of same.

5. Superior Court Complaint - Docket No. MRS-C-100-91

The Mountain Lakes Board of Education hereby agrees to withdraw the above complaint from Superior Court.

6. Unfair Labor Practice Charge - Custodial Holidays

The Mountain Lakes Education Association, having resolved the issues leading to the above noted ULP does hereby agree to withdraw said charge. It is agreed that the custodial/maintenance employees so affected by the reduction of three (3) holidays for the 1991-92 work year shall receive compensatory time for those days during the 1992-1993 work year. Said days shall be mutually agreeable to the Board and the Association.

Retired Custodial/Maintenance employees who have not had the opportunity for the above noted compensatory time shall be paid at the holiday rate.

7. Secretary, Clerk, Bookkeeper Salary Guide

For the 1994-1995 salary guide, any cost of this guide exceeding the average settlement caused by the increment between steps B and A shall be absorbed by the Association from the total settlement package.

The increments between steps D and C , C and B, and B and A will be equalized so as to reduce the "bubble" currently existing.

MOUNTAIN LAKES EDUCATION ASSOCIATION

President

Secretary

MOUNTAIN LAKES BOARD OF EDUCATION

President

Secretary