

Millburn Township Schools

**AGREEMENT BETWEEN THE
MILLBURN TOWNSHIP BOARD OF EDUCATION
AND THE
MILLBURN ASSOCIATION OF SCHOOL ADMINISTRATORS
FOR THE SCHOOL YEARS
BEGINNING JULY 1, 2008
AND ENDING JUNE 30, 2011**

ARTICLE I – RECOGNITION

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

Principals
Vice Principals
Directors
Supervisors
Guidance Counselors

ARTICLE II – SALARY

- A. The salary of each member covered by this agreement shall be determined in accordance with the salary maximums listed in "C" below.
- B. The bargaining unit, as a whole, shall be entitled to a salary increase of 4.0% each year of the Agreement exclusive of longevity. Employees who reach the maximum salary in his/her category in any given year, exclusive of longevity payments, will receive an increase up to that salary maximum, and at a percentage increase no higher than the agreed upon percentage increase for the unit. In no event shall any employee receive less than a 2% salary increase each year irrespective of the applicable salary maximum. Once an employee reaches the maximum salary in his/her category, he/she shall be entitled to receive only a 2% salary increase in subsequent years covered by this Agreement.

C. Salary Categories/Maximums*

Category	1	High School Principal	\$204,580
	2	Middle School Principal	\$192,250
	3	Elementary Principal	\$180,100
	4	High School Vice Principal Director of Technology	\$173,845
	5	Middle School Vice Principal Athletic Director	\$164,785
	6	12 Month Curriculum Supervisor 12 Month High School Head Counselor	\$152,910
	7	10.5 Month Curriculum Supervisor 10.5 Month Middle School Head Counselor	\$143,260
	8	Guidance Counselor	\$132,870

*Salary maximums are exclusive of longevity payments.

- D. Bargaining unit members with an earned Ed.D/Ph.D shall be compensated an additional \$1,000.00 annually, each year of the contract.
- E. If a MASA member is assigned additional responsibilities due to a vacancy in a position, an additional stipend amount will be paid. The President of MASA will be notified in writing by the Assistant Superintendent’s Office when any special arrangements or additional responsibilities are being considered for a member of

MASA. The amount will be negotiated between the President of MASA and the Superintendent and subject to the approval of the Board. Compensation will begin after 4 weeks, prospectively, of assigned additional responsibilities and will be pensionable.

- F. MASA staff members who are approved for additional time will be compensated at their per diem rate.

ARTICLE III - PERIOD OF EMPLOYMENT

- A. **Ten (10) Month**

Holders of the following MASA position are employed on a ten month basis: guidance counselor. Holders of this position shall be on duty each school year from September 1 through June 30, provided that if duty is required prior to September 1, an equal number of days of duty may be deducted from the duty requirement at the end of June.

- B. **Ten and one-half (10.5) Month**

Curriculum supervisors and Middle School head counselor may be employed on a ten and one-half month basis. Holders of these positions shall be on duty each school year from September 1 through June 30 plus an additional period to time equivalent to one-half month to be determined by the Superintendent of Schools.

- C. **Twelve (12) Month**

1. Holders of the following MASA positions are employed on a twelve month basis: principal of the high school, principal of the middle school, elementary principal(s); high school vice principal(s), director(s), supervisor of special services, high school head counselor, and middle school vice principal(s).
2. Holders of these positions shall be entitled to one month of paid vacation to be taken at a time approved by the Superintendent of Schools. One month shall be defined as twenty-two (22) vacation days each year earned at the rate of 1.8333 days per month.
3. Unit members will be entitled to carry forward up to a maximum of 3 unused vacation days per year provided that the total number of available vacation days does not exceed 25 vacation days per year.

- D. **School Calendar**

The President of the MASA organization will receive the working draft of the school calendar and notice of public board meeting dates at which the calendar will be discussed to allow for input from MASA representatives prior to the adoption of the calendar by the Board of Education.

ARTICLE IV – LONGEVITY

The longevity benefit shall apply to existing members of the bargaining unit as well as current District employees who are promoted into the Association unit. All employees who commence work for the District on or after July 1, 1996, shall not be eligible for longevity benefits.

Longevity benefits shall be paid as follows:

- A. \$1,500 per year after 20 years of service in Millburn.
- B. \$2,000 per year after 25 years of service in Millburn.

ARTICLE V - MEDICAL, AND DENTAL COVERAGE

- A. The Board of Education shall pay the full premium cost of coverage for employees who elect managed care medical and/or dental plan(s).

Those employees who selected an indemnity plan(s), prior to July 1, 1999, and have previously paid 25% of the cost difference of premiums between the indemnity and managed care plan(s) shall no longer contribute toward their coverage retroactive to July 1, 1999.

Those employees hired between July 1, 1999 and November 1, 1999 may elect either plan at no cost to the employee.

Any employee hired prior to July 1, 1999 who had previously elected the managed care plan(s) and elects to change to the indemnity plan(s) will pay 100% of the cost difference between the indemnity and managed care plan(s).

Employees hired after November 1, 1999, who wish to elect the indemnity medical and/or dental plan coverage will pay 100% of the cost difference between the indemnity and managed care plan(s).

- B. If an employee chooses to waive the health insurance coverage offered by the district, he/she will receive a payment equivalent to the following schedule adjusted each year of the Agreement as noted below:

	Traditional	POS
Single	\$5,148.00	\$3,242.04
Parent/Child	\$7,490.34	\$4,376.28
2 Adults	\$11,206.32	\$7,219.50
Family	\$13,081.14	\$8,400.00

The above payments shall be increased by the settlement percentage each year of the agreement.

Effective July 1, 2009 new hires shall contribute 7.5% towards the cost of health insurance.

The parties agree that the language of the MEA Collective Bargaining Agreement prohibits the return of a MASA member to the Traditional Indemnity Plan after accepting compensation for movement from the District's Traditional Indemnity Plan to the Managed Care Plan.

The employee choosing to waive the applicable insurance coverage must provide written representation of alternate insurance coverage. The employee retains the ability to opt back into the former plan at the next enrollment period or within thirty (30) days if any of the following occur: (a) termination of spouse's employment; (b) divorce; (c) death of spouse; or (d) termination of the other plan coverage. The employee also retains the right of renewal into the original plan that he/she waived out of during the enrollment period, or to the current equivalent.

- C. The President of the MASA organization will be notified immediately upon any change in insurance carriers or service that may affect health care coverage.
- D. Flexible Spending Plan for Healthcare and Dependent Care. The Board of Education shall establish a flexible spending account for health care and dependent care in accordance with the provisions of Section 1 and 25 of the Internal Revenue Service Code.

ARTICLE VI - PROFESSIONAL IMPROVEMENT

To foster the educational improvement of MASA staff through continuing formal graduate level study, the Board shall provide tuition reimbursement for courses of study at an accredited college or university approved by the Superintendent in accordance with the following provisions:

- 1. The course of study must be directly related to the staff member's assigned area of responsibility.
- 2. The program of courses must have the prior approval of the Superintendent of Schools.
- 3. For each school year from 2008-2011, there is an annual tuition reimbursement allotment (see #4.)
 - a. To be eligible for reimbursement, MASA members must obtain the Superintendent's approval of all courses.
 - b. Reimbursement will be made on the basis of all required documents being submitted to the Superintendent. Reimbursement shall be made only for

tuition. Fees, books and other costs shall be the responsibility of the MASA member.

1. To receive reimbursement, the following documents are required:
 - a. College statement of costs (bill)
 - b. Itemized receipt, cash voucher or copy of cancelled check (front and back)
 - c. Official school transcript of completed coursework
 - d. Copy of districts' approval form

2. Failure to submit the documents delineated above by the required deadlines shall result in forfeiture of tuition reimbursement for that trimester. Tuition reimbursement shall be made no later than thirty (30) days from the documentation deadline for each trimester. If the total cost of tuition reimbursement for any semester is equal to or less than the total amount of funds available, the maximum tuition reimbursement for each credit shall be at reimbursement of 80% of the actual tuition per course, to a maximum of 80% of the Rutgers University Spring tuition rate for the preceding academic year. If the total cost of tuition reimbursement for any semester exceeds the amount allotted for that semester, then employees shall receive an amount in accordance with the reimbursement requirements. However, the employee's entitlement shall be prorated according to the following formula: the employee's entitlement shall be multiplied by the fraction whose numerator is the amount available in total for that semester and the denominator is the full amount that would be paid out for all approved and completed courses for that semester if there were no dollar cap for that semester.

If the total amount of funds used in any trimester is less than the trimester allotment, the excess funds will carry over into the next semester but not into the next fiscal year.

The district no longer administers tuition reimbursement on a first-come, first-serve basis. All staff members whose application is approved and who comply with reimbursement procedures will receive up to 100% of entitlement or the fractional share if semester limits are exceeded.

- c. The Board shall reimburse up to the maximum amount allocated for each year of the contract up to 80% of the Rutgers University Spring Tuition rate for the preceding academic year.

- d. There is no limit as to the number of credits that may be taken running from the Summer term(s) to the Spring term for each contract year. However, required documentation deadlines must be met.

4.

School Year	Allotment	Share Breakdown	\$	Documentation Deadline
2008-2009	21,333	Summer Semester	7,111	9/30/2008
		Fall Semester	7,111	1/31/2009
		Spring Semester	7,111	6/30/2009
2009-2010	21,333	Summer Semester	7,111	9/30/2009
		Fall Semester	7,111	1/31/2010
		Spring Semester	7,111	6/30/2010
2010-2011	21,333	Summer Semester	7,111	9/30/2010
		Fall Semester	7,111	1/31/2011
		Spring Semester	7,111	6/30/2011

5. To obtain reimbursement, a staff member must submit an official transcript evidencing completion with a Grade B or above, or pass (if pass-fail), whichever is applicable.
6. The Board shall pay for tuition and/or fees, registration costs and books, and/or required materials, for any course that are requested by the Superintendent. The courses referred to would be taken to effect the implementation of a District objective established by the Board or Superintendent.

ARTICLE VII - OTHER BENEFITS

All unit employees shall be entitled to the benefits as provided in the MEA Contract for teachers to include but not limited to:

- A. Extra Pay for Extra Services;
- B. Sick Leave;
- C. Personal Absence; (enhanced benefit pursuant to 2008/2011 MEA/Board Contract)
- D. Procedure
 1. Level One – Informal Action
A staff member submitting an appeal in accordance with this procedure shall, within ten (10) school days of the alleged grievance, or within ten

(10) school days of his/her knowledge of the alleged grievance, first discuss the matter being grieved informally with the Superintendent.

2. Level Two –Superintendent

Should the staff member not be satisfied with the decision of the Superintendent as a result of the action taken in accordance with Step 1 above, he/she may submit his/her appeal in writing within ten (10) school days of discussion of his/her grievance at Step 1 to the Superintendent using the Grievance Form provided for this purpose, thereby initiating formal grievance action. The decision of the Superintendent is to be provided in writing to the grievant within ten (10) school days of the time the Superintendent received the written grievance.

3. Level Three – Board of Education

a. Request for Hearing

Should the grievance remain unresolved as a result of action taken at Step 2 above, the grievant may, within ten (10) school days of receipt of the Superintendent's written decision, request a hearing before the Board of Education. Such request shall be submitted in writing through the designated representatives of the Association to the Superintendent of Schools and shall include a statement of the nature of the appeal and a detailed account of all facts upon which the appeal is based.

b. Board Hearing

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

c. Board Decision

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

- E. Pay Procedures;
- F. Absence for Jury Duty;
- G. Sick Days upon Retirement; (enhanced benefit pursuant to 2008/2011 MEA/Board Contract)
- H. Bereavement Days (enhanced benefit pursuant to 2008/2011 MEA/Board Contract)
- I. MASA members shall receive four (4) bereavement days for the Death of a member of the immediate family who shall be defined as parent, spouse, partner, child, sibling, or grandchild.

ARTICLE VIII - DUES AND REPRESENTATION FEES

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

The Board will transmit in timely fashion, in accordance with the present procedure for payroll deductions, monies due the Association under this Article.

The Association will indemnify the Board against all costs and expenses, including attorney's fees, incurred in any employee claim, litigation or action against the Board arising from implementation of this Article.

ARTICLE IX – MISCELLANEOUS

- A. **TRANSPORTING STUDENTS**
MASA members shall not be required to drive students to activities taking place away from the school building. A MASA member may do so voluntarily, however, with the advance permission of the building Principal or Immediate Supervisor in which case the MASA member shall be compensated at the IRS allowable mileage reimbursement rate for the use of personal automobiles.
- B. **LIABILITY INSURANCE**
The Board shall provide excess auto liability insurance to cover a MASA member during authorized use of a personal automobile in the performance of authorized

school duties for the term of this agreement and consistent with the availability of this insurance to the Board.

C. MILEAGE REIMBURSEMENT

MASA members authorized to use their own automobiles in the performance of their duties shall be reimbursed at the Internal Revenue Service allowable mileage reimbursement rate for all assigned driving between the first location at the beginning of their work day and the close of said day.

D. CONFERENCE REIMBURSEMENT

MASA members, with pre approval of the Superintendent and the Board, will be permitted to attend ONE National conference, annually. MASA members will adhere to the State Guidelines on Travel Reimbursement and Approval.

E. TEACHING ASSIGNMENTS

Subject area supervisors shall teach one (1) class in addition to their supervisory duties and responsibilities.

ARTICLE X – DURATION

This Contract shall be in full force and effect from July 1, 2008 through June 30, 2011.

DATE: _____

FOR THE ASSOCIATION

FOR THE BOARD

President

President
