

**MEMORANDUM OF AGREEMENT
BETWEEN THE
MILLBURN BOARD OF EDUCATION (BOARD)
and
MILLBURN ASSOCIATION OF ADMINISTRATORS AND SUPERVISORS
(ASSOCIATION)
for a Successor Contract to the Current Contract
Between the Board and the Association
For the Period July 1, 2017 to June 30, 2020**

THIS MEMORANDUM OF AGREEMENT (Memorandum) is made this 6th day of NOVEMBER 2018 by and between the negotiating teams representing the Board and the Association.

WHEREAS, the parties have been engaged in negotiations in good faith in an effort to arrive at a successor contract to the Contract which expired on June 30, 2017; and

WHEREAS, the parties have arrived at a Memorandum which each will present to their respective constituents, along with their recommendations for acceptance and ratification.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties stipulate as to the following:

1. The provisions of this Memorandum are subject to and contingent upon ratification by the parties represented by the signatories herein to the 2017-2020 Contract and to the execution of a more formal Contract.
2. The Contract shall cover the period of July 1, 2017 to June 30, 2020.
3. All portions of the most recently expired Contract and not modified by the terms of this Memorandum shall continue to be of full force and effect and be carried forward and be incorporated into the July 1, 2017 to June 30, 2020 Contract.
4. A duplicate of this Memorandum has been furnished to and been received by representatives of the parties herein.
5. Unless otherwise noted, all dates involving the duration in the Contract shall be conformed to the duration of the July 1, 2017 to June 30, 2020 Contract.
6. All items agreed to by and between the parties during negotiations shall be incorporated into the July 1, 2017 to June 30, 2020 Contract.

7. All parties acknowledge these terms and conditions are subject to ratification.
8. All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.
9. All other proposals are hereby withdrawn by both parties.
10. All executed Tentative Agreements reached during negotiations are hereby incorporated into this Memorandum for inclusion in the successor Contract.
11. At the conclusion of the 2017-2020 Contract, all salaries shall remain frozen until the parties reach a successor agreement.
12. The parties agree as follows:

ARTICLE I
RECOGNITION

Article I, Lines 5-16 - p.2

DELETE: Assistant Principals (Middle School)

DELETE: Program Chair (Middle School- 10.5 month)

DELETE: Director of Curriculum

ARTICLE II
SALARY

Article II- Paragraph A, p.2

DELETE: The salary of each member covered by this agreement is listed in Appendix A and shall be determined in accordance with the salary maximums listed in “C” below.

SUBSTITUTE: The salary of each member covered by this agreement is listed in Appendix A. Entry salaries of new members of the Association shall be determined by the Superintendent after notice to and a discussion with a designated representative of the Association. The ultimate authority to establish a final entry salary of an employee lies with the Board of Education.

Article II- Paragraph B, Lines 1-2, p. 2

DELETE: The bargaining unit, as a whole, shall be entitled to a salary increase of 2.0% for the 2014-2015, 2015-2016, and 2016-2017 school years, exclusive of longevity.

SUBSTITUTE: The bargaining unit, as a whole, shall be entitled to a salary increase of 2.25% for the 2017-2018 school year, 2.80% for the 2018-2019 school year, and 2.70% for the 2019-2020 school year, exclusive of longevity.

DELETE: In no event shall any employee receive less than a 2% salary increase each year, irrespective of the applicable salary guide 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.

Article II- p. 2 through p. 3

Salary distribution and salary guide construction shall be mutually agreed upon by the Association and the Board.

All other stipends, rates, longevity amounts, and remuneration items not changed in the Memorandum of Agreement or a Tentative Agreement shall remain unchanged for the successor agreement.

Salary adjustments in accordance with the 2018-2019 salary guide shall be made within sixty (60) days of ratification by both parties. Retroactive salary payments for the 2017-2018 contract year and for July 1, 2018 through the implementation of the new salary schedule for the 2018-2019 contract year shall be made within ninety (90) days of ratification by both parties.

Salary increases for all titles covered by this Agreement, inclusive of the cost of increment, shall be as follows:

2017 – 2018	2.25%
2018 – 2019	2.80%
2019 – 2020	2.70%

The above settlement figures shall be exclusive of the following amounts added to the following employees' salaries in 2017-2018: \$3,000 to K. Frattini; \$2,000 to P. Mercurio; \$2,000 to D. Brundage; and \$1,000 to S. Wolfe. The Association shall withdraw with prejudice the grievances regarding the salaries of these administrators.

Article II, Paragraph D- p. 3

The current Paragraph D will become Paragraph E and the current Paragraph E will become Paragraph F. The following text will become the new Paragraph D.

ADD: 1. Pay Dates- Administrators and Supervisors are to be paid twice monthly, on the 15th and the 30th of each month. Should any pay date fall on a weekend or holiday, Administrators and Supervisors will be paid on the last work day preceding.

2. Automatic Pay Roll Deposits- All salary payments shall be by direct deposit to the bank account of the Supervisor or Administrator's choice.

ARTICLE III
PERIOD OF EMPLOYMENT

Article III, Paragraph E, p.4

DELETE: Entire provision.

SUBSTITUTE: District employees who are promoted to a twelve-month position shall be granted five (5) non-cumulative vacation days to be used in the first year of employment in the new position. These days must be used within the first year of employment in the new position. These employees will also be permitted to borrow five additional (5) vacation days from those days to be earned in the new position.

In the first year of employment, individuals hired from outside of the District and appointed to a twelve-month position shall be permitted to borrow five (5) vacation days from those to be earned in the position.

Article III, Paragraph F, p.4

ADD: All 10-month and 10.5-month employees, with the exception of Guidance Counselors, will be paid \$72.00 per hour for all work completed outside of the work year as outlined in the employee's job description.

ADD: All Guidance Counselors will be paid \$58.00 per hour for all work completed outside of the work year as outlined in the employee's job description.

ARTICLE V
MEDICAL AND DENTAL COVERAGE

Article V- p. 5

Beginning March 1, 2019, Aetna Open Access 15 shall become the base plan. Employee payments shall be adjusted as of March 1, 2019.

Chapter 78 payments towards medical and dental premiums for 2017-2018 shall not be based upon retroactive salary adjustments for 2017-2018.

There shall be no retroactive collection of Chapter 78 payments for medical or dental premiums for the 2017-2018 contract year.

The cost of dental premiums shall not be included in the calculation of employees' Chapter 78 payments until July 1, 2020. Regardless of the status of negotiations for a successor agreement as of July 1, 2020, employees shall begin making payments towards dental premiums on July 1, 2020.

Article V, Paragraph A(2)- p. 5

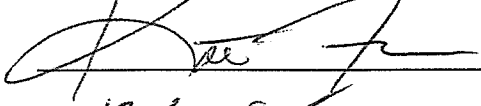
DELETE: Entire paragraph.

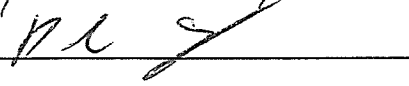
SUBSTITUTE: Waiving coverage: If an employee chooses to waive medical coverage, s/he must provide written representation of alternate benefits coverage. The amount received for waiving medical benefits shall be the lesser of 25% of the amount saved by the Board or \$5,000.

ARTICLE VII
OTHER BENEFITS AND GRIEVANCE PROCEDURE

Pursuant to this Memorandum of Agreement, the Board will provide District smart phones to all Principals, Vice Principals, Directors, and 12-Month Supervisors. This provision will appear only in this Memorandum of Agreement and not in the parties' Collective Bargaining Agreement.

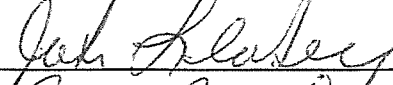
On Behalf of the Board:




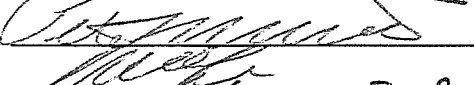


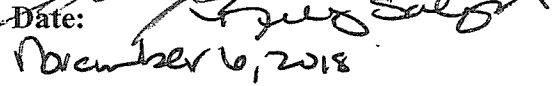
Date: 11/6/18

On Behalf of the Association:









Date: November 6, 2018

PERFORMANCE AGREEMENT NO 1

TITLE PAGE

LINE 7-9

DELETE:

2014 AND 2017

SUBSTITUTE:

2017 AND 2020

BOARD

ASSOCIATION

MUSTY

John Halsey

PROPOSAL AGREEMENT NO 2
ARTICLE IX MISCELLANEOUS

TPA P. 10

DELETE:

... AT THE IRS ALLOWABLE MILEAGE
REIMBURSEMENT RATE FOR THE USE OF
PERSONAL AUTOMOBILES.

SUBSTITUTE:

... AT THE FEDERAL AND STATE ALLOWABLE
MILEAGE REIMBURSEMENT RATE FOR THE USE OF
PERSONAL AUTOMOBILES, WHEREVER IS APPLICABLE.
HOWEVER EMPLOYEES MAY NOT RECEIVE A
REIMBURSEMENT RATE GREATER THAN THE
ALLOWABLE MILEAGE RATE FOR USE OF PERSONAL
AUTOMOBILES ESTABLISHED BY THE OFFICE OF
MANAGEMENT AND BUDGET (OMB)

BRAND

MINT T. G.

ASSOCIATION

John Hendry

TRAVEL AGREEMENT NO 3

ARTICLE IX MISCELLANEOUS

TP C p. 10

PERIOD:

... REIMBURSED AT THE INTERNAL REVENUE SERVICE ALLOWABLE MILEAGE REIMBURSEMENT RATE FOR ALL TRIPDAYS DURING BETWEEN THE FIRST TRIPDAY OF THE BEGINNING OF THEIR WORKDAY AND THE CLOSE OF SAID WORKDAY

SUBSTITUTE

... ALL REIMBURSED AT THE FEDERAL STATE MILEAGE REIMBURSEMENT RATE,

Board

John T. K.

WHICHEVER IS APPLICABLE, FOR ALL TRIPDAYS DURING BETWEEN THE FIRST TRIPDAY OF THE BEGINNING OF THEIR WORKDAY AND THE END OF THE WORKDAY.

Association

John K. K.

HOWEVER ALL EMPLOYEES MAY NOT RECEIVE A REIMBURSEMENT RATE GREATER THAN THE ALLOWABLE MILEAGE REIMBURSEMENT RATE ESTABLISHED BY THE OFFICE OF MANAGEMENT AND BUDGET (OMB)

TENTATIVE AGREEMENT NO. 4
to the Agreement Between the

MILLBURN BOARD OF EDUCATION (Board)
and the
MILLBURN ASSOCIATION OF SUPERVISORS AND ADMINISTRATORS
(Association)
July 1, 2017 through June 30, 2020

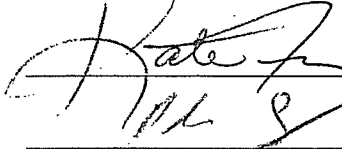
ARTICLE III- PERIOD OF EMPLOYMENT

Page 4, Paragraph C(1)

DELETE: The last two weeks of August shall generally be unavailable for vacation, unless one-time, unique, extenuating circumstances exist.

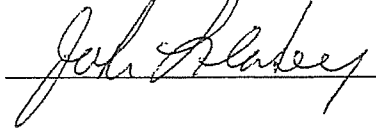
SUBSTITUTE: Administrators whose job responsibilities preclude the ability to utilize time other than the third week of August for vacation may request the use of the third week of August for vacation from the Superintendent by June 15. Permission to use the third week of August for vacation may not be unreasonably withheld.

On Behalf of the Board:



Date: 11/6/18

On Behalf of the Association:



Date: 11/6/18