

# **Millburn Township Schools**

**AGREEMENT BETWEEN THE  
MILLBURN TOWNSHIP BOARD OF EDUCATION  
AND THE  
MILLBURN ASSOCIATION OF SUPERVISORS & ADMINISTRATORS (MASA)  
FOR THE SCHOOL YEARS  
BEGINNING JULY 1, 2014  
AND ENDING JUNE 30, 2017**

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 certificated personnel:

(all are 12 month positions unless otherwise noted)

Principals  
Vice Principals (High School)  
Assistant Principals (Middle School)  
Director of Athletics  
Special Services Supervisors  
Head Guidance Counselor (High School)  
Director of Music  
Program Chair (Middle School—10.5 month)  
Instructional Supervisors (K-5 schools—10.5 month)  
Guidance Counselors (10 month)  
Department Chairs (High School—10 month)  
Director of Curriculum

ARTICLE II – SALARY

- A. 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.
- B. 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. 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\*

1	High School Principal	\$204,580
2	Middle School Principal	\$192,250
3	Elementary Principal	\$180,100

4	High School Vice Principal	\$173,845
5	Middle School Assistant Principal Director of Athletics	\$164,785
6	12 Month Special Services Supervisor 12 Month Head Guidance Counselor 12 Month Director of Music 12 Month Director of Curriculum	\$152,910
7	10.5 Month Instructional Supervisor 10.5 Month Program Chair	\$143,260
8	10 Month Guidance Counselor 10 Month Department Chair	\$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 annually, each year of the contract.
- E. If a MASA member is assigned additional responsibilities due to a vacancy, illness or disability of a colleague, or an eliminated position, an additional stipend amount will be paid. The President of MASA will be notified in writing by the 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 if permitted by law.

**ARTICLE III - PERIOD OF EMPLOYMENT**

- A. Ten (10) Month  
Ten (10) month employees 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 OR the employee may be compensated at his/her per diem rate (subject to superintendent approval). It is understood that these employees are to work whenever school is in session, plus all district-wide professional development days, plus the days before school starts in September (if any) and the days in June after school ends.

- B. Ten and one-half (10.5) Month  
Ten and one-half (10.5) month employees shall be on duty each school year from September 1 through June 30 plus an additional ten days in July and/or August (to be determined by employee's supervisor, with approval of the Superintendent of Schools). It is understood that these employees are to work whenever school is in session, plus all district-wide professional development days, plus the days before school starts in September (if any) and the days in June after school ends, plus the ten extra days in July and/or August.
- C. Twelve (12) Month  
1. Twelve (12) month employees shall be entitled to one month of paid vacation to be taken at a time approved by the Superintendent of Schools. The last two weeks of August shall generally be unavailable for vacation, unless one-time, unique, extenuating circumstances exist. One month shall be defined as twenty-two (22) vacation days each year earned at the rate of 1.8333 days per month.  
2. 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.
- E. Employees who are promoted from within the District shall have access to all vacation days earned including those earned in the year the promotion takes place.

#### 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. MEDICAL COVERAGE

1. The Board shall provide medical benefits through the School Employees' Health Benefits Program (SEHBP), which includes a prescription drug program, for all employees who work 30 or more hours per week.
2. Waiving coverage: If an employee chooses to waive medical coverage, he/she must provide written representation of alternate benefits coverage. The amount received for waiving medical benefits shall be determined by the applicable provisions of the SEHBP in effect at that time. The employee retains the ability to resume receiving medical benefits 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 a spouse, or (d) termination of the other benefits coverage.
3. Employees shall contribute an amount established by P.L. 2011, Chapter 78 towards the payment of medical benefit premiums. Should P.L. 2011, Chapter 78 no longer be in effect during the term of this agreement, employees shall continue to make contributions at Tier 4 of P.L. 2011, Chapter 78. The obligation of employees to contribute towards medical benefits shall be effective upon their employment with the Board.

### B. DENTAL COVERAGE

1. The Board shall provide dental benefits for all employees who work 30 or more hours per week. A basic level of coverage (as to be determined by the Board) shall be provided to all eligible employees, and a higher level of coverage (as to be determined by the Board) shall be available as well, subject to the provisions below.
2. Should an employee choose to be covered by the higher level of coverage, the employee shall pay one hundred percent (100%) of the premium difference between the basic level plan and the higher level of coverage through payroll deduction (except employees who began their employment in the district on or before November 1, 1999, may elect the higher level of coverage without having to pay the premium differential).
3. Dental benefits may be waived at the employee's discretion, but such waivers are not subject to any employee waiver payments (except an employee who was in the higher level plan on or before June 30, 1996, and who switches to the basic level plan shall receive a one time cash payment of one-third of the difference in cost between the two plans). The employee retains the ability to resume receiving dental benefits 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 a spouse, or (d) termination of the other benefits coverage.

4. Employees shall contribute an amount established by P.L. 2011, Chapter 78 towards the payment of dental benefit premiums. Should P.L. 2011, Chapter 78 no longer be in effect during the term of this agreement, employees shall continue to make contributions at Tier 4 of P.L. 2011, Chapter 78. The obligation of employees to contribute towards dental benefits shall be effective upon their employment with the Board.
- 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 covered by this agreement, there is an annual tuition reimbursement allotment (see below.)
  - 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 trimester 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 trimester exceeds the amount allotted for that trimester, 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 trimester and the denominator is the full amount that would be paid out for all approved and completed courses for that trimester if there were no dollar cap for that trimester.

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 trimester but not into the next fiscal year.

Tuition reimbursement is not carried out on a first-come, first-served basis. Instead, all staff members whose application is approved and who comply with reimbursement procedures will receive a full share of entitlement (or an evenly calculated, pro-rata fractional share determined on a total credit basis if trimester 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. The Board shall make available each year a total of \$24,000 for tuition reimbursement, distributed as follows and with the following documentation deadlines:

Trimester	Amount	Documentation Deadline
Summer	\$8,000	September 30
Fall	\$8,000	January 31
Spring	\$8,000	June 30

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 AND GRIEVANCE PROCEDURE

All unit employees shall be entitled to the benefits as provided in the most recent version of the Millburn Education Association (MEA) collective bargaining agreement with the Millburn Board of Education to include but not be limited to:

- A. Extra Pay for Extra Services (including extracurricular stipends and hourly rates of pay for activities such as in-service instruction and curriculum writing);
- B. Sick Leave;
- C. Personal Absence;
- D. Pay Procedures;
- E. Absence for Jury Duty;
- F. Sick Days upon Retirement. .

**BEREAVEMENT DAYS:** Each unit member is entitled to up to four (4) days per occurrence without loss of pay for the death of immediate family members. Immediate family includes: spouse, domestic partner, child, step-child, grandchild, step-grandchild, parent, grandparent, parent-in-law, sibling and significant other. Each unit member is entitled to up to one (1) day per occurrence without loss of pay for the death of any other relative.



GRIEVANCE PROCEDURE: The following grievance procedures shall apply to all members of MASA:

**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.

**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.

**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.

## 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 Resources 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.

## 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: Employees with pre approval of the Superintendent and the Board, will be permitted to attend ONE State conference, annually. Additionally one employee may, with the Superintendent's pre approval, attend a national conference each year, and that employee will serve in the role of presenter/turn-key within the District. Employees will adhere to the State Guidelines on Travel Reimbursement and Approval.

ARTICLE X - DURATION

This Contract shall be in full force and effect from July 1, 2014 through June 30, 2017.

DATE: 3/4/2015

FOR THE ASSOCIATION

[Signature]  
President

[Signature]

[Signature]

[Signature]

FOR THE BOARD

[Signature]  
President

[Signature]

[Signature]

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