

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

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WITNESSETH:

WHEREAS,

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

WHEREAS,

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

RESOLVED,

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

**ARTICLE I - RECOGNITION AND DEFINITION OF TEACHER,
PARAPROFESSIONAL AND SECRETARY**

A. UNIT

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

Classroom Teachers
Librarians
Nurses
Special Teachers
Learning Disability Teacher Consultant
Psychologists
Social Workers
AV Specialist
Computer Teacher/Tech
Behaviorists
Speech Therapists
Occupational Therapists
Physical Therapists
Athletic Trainers

The following contractual paraprofessional employees:

Instructional
Kindergarten
Library
Extraordinary

and the following full time contractual employees:

Secretary to Principal - Secondary Schools

Secretary to Vice Principal - Secondary Schools

Secretary to Directors (except Special Services)

Payroll Bookkeeper

Transportation Secretary

Secretaries to Elementary Principals

Switchboard Operator

Other 10-month Secretaries

Other 12-month Secretaries

Senior Technician

Junior Technician

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

The Association does not represent the following personnel:

Supervisors

Directors

Principals

Vice-Principals

Central Administrative Staff

Guidance Personnel

Custodial and Maintenance Personnel

Secretary to the Superintendent

Secretary to the Assistant Superintendent for Instruction

Secretary to the Assistant Superintendent for Business/Board Secretary

Secretary in Personnel Office

Assistant School Business Administrator

Secretary to the Director of Special Services

All temporary, per diem, or part-time employees and

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

B. DEFINITION OF TEACHER, PARAPROFESSIONAL AND SECRETARY

Unless otherwise indicated, the term "teacher," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating

unit as above defined. The term "paraprofessional" shall refer to contractual unit employees in non-certificated' positions defined above and represented by the Association. The term "secretary" shall refer to all secretarial and clerical unit employees defined above as inclusive in the Bargaining Unit represented by the Association.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

A. MEETING DATES

The Parties agree to enter into collective negotiation over a successor agreement in accordance with N.J.S.A. 34:13A, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of teachers, secretaries and paraprofessionals. On or before December 1 the year prior to the termination of this Agreement, the Board shall provide the Association with a salary guide scattergram for all employees, an insurance cost analysis and a copy of the most recent audit of the current district budget. Negotiations shall commence on or about January 1 of the year in which this agreement terminates.

B. INFORMATION

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

C. NEGOTIATION PROCEDURES

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

D. BOARD POLICY

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

E. MODIFICATION

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

F. SEPARABILITY

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

ARTICLE III - GRIEVANCE PROCEDURE

TEACHERS

A. DEFINITION

1. A "grievance" shall mean a complaint by the Association, any teacher or teachers that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement between the Board and the Association, written Administrative decisions or Board of Education Policies.

B. REPRESENTATION

1. SELECTION BY GRIEVANT

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

2. ASSOCIATION

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

C. GROUP APPEAL

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

D. GRIEVANCE OF ASSOCIATION RIGHTS

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

E. LIMITATIONS

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

F. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting the terms and conditions of employment of teachers. Both Parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The Parties agree that nothing herein contained shall be construed as limiting the right of any teacher

having a grievance to discuss the matter informally with the appropriate member of the Administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

G. PROCEDURE

1. Level One - Informal Action

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

2. Level Two - Principal or Immediate Supervisor

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

3. Level Three - Superintendent

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

4. Level Four - Board of Education

a. Request for Hearing

Should the grievance remain unresolved as a result of action taken at Step 3 above, the grievant may, within ten (10) school days of receipt of the Superintendent's written decision, request the Board of Education for a hearing. Such request shall be submitted in writing through the designated 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.

5. **ARBITRATION**

a. In cases in which a grievance pertains to a matter of specific terms and conditions of employment in the written Agreement between the Board and the Association and if all prior steps of the Grievance Procedure as contained in this Article have been strictly followed and if the decision of the Board does not resolve the grievance to the satisfaction of the teacher grievant and further, if the Association determines that the grievance is meritorious, the Association may submit a written request for arbitration to the Board through the Superintendent within fifteen (15) school days after receipt by the teacher grievant of the Board's decision. However, the Board's decision shall be final and binding in all cases as follows:

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

Article IX Personal and Academic Freedom

Article XIV Professional Improvement

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

Article XXV Miscellaneous Items

(All except Paragraph B Compliance of Teacher Contracts)

b. Arbitration Procedure

Within ten (10) school days after the written notice of submission to arbitration, the Board and the Association shall select a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the Parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission by either party. The Parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission in the selection of an arbitrator.

1. The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the closing date of the hearings.
2. The function of the impartial arbitrator shall be of a judicial rather than a legislative nature, his/her decision shall not go beyond the interpretation and application of this locally negotiated Agreement and his/her authority shall be limited to a determination as to whether or not the contractual rights of any employee have been violated by the Board. He/she must confine himself/herself strictly to the terms of any submission properly before him/her with respect to both his/her decision and his/her reasoning, not delving into areas beyond the scope of the submission, even if such areas would otherwise be arbitrable under this Agreement. The Arbitrator shall have no authority, directly or indirectly, to change, modify, or supplement any of the provisions of this Agreement, and specifically, shall not treat the issue of arbitrability. No right of the Board shall in any manner be taken away, limited, or modified in any respect by the decision of the Arbitrator, excepting only to the extent that this Agreement clearly and explicitly expresses an intent and agreement to divest the Board of such right. The decision of the Arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions and, subject to the above conditions, shall be final and binding upon the Parties.
3. The costs for the services of the Arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the Party incurring same.

H. MISCELLANEOUS

1. Reprisals

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

2. Separate Grievance Files

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

3. Forms

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

4. Meetings and Hearings.

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

5. Time Limits

a. Extension

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

b. Reduction

The time limits set forth herein may be reduced by mutual agreement of the Parties to expedite hearing of grievances filed at such times that normal processing of them would extend beyond the end of the school year.

c. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

6. Continuation of Assignments

Any and all teacher grievants shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and

regulations of the Board until such grievance and any effect thereof shall have been duly determined.

PARAPROFESSIONALS

A. PURPOSE

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

B. DEFINITIONS

1. A "grievance" shall mean a complaint by the Association, or any paraprofessional or paraprofessionals that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement between the Board and the Association, written Administrative decisions or Board of Education Policies.
2. An "aggrieved" paraprofessional is the Association member or members making a complaint.
3. For purposes of this grievance procedure, the "Immediate Supervisor" of the paraprofessional shall be the Principal of the School to which the paraprofessional is primarily assigned.

C. PROCEDURES

STEP I

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

STEP II

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

the written grievance and response shall be submitted by the Immediate Administrative Supervisor to the Superintendent.

STEP III

If the aggrieved paraprofessional is not satisfied with the answer received, or if an answer is not received in Step II, the grievance in writing, accompanied by a signed letter indicating the desire of the aggrieved paraprofessional to move to Step III, may be presented to the School Superintendent. The Superintendent shall within ten (10) working days of the receipt of the written grievance, arrange a meeting with the aggrieved paraprofessional. The Superintendent shall give the aggrieved paraprofessional a written answer to the grievance within ten (10) working days after the date of such meeting.

STEP IV

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

STEP V

- a. If the aggrieved paraprofessional is not satisfied with the disposition of his/her grievance at Step IV, or if no decision has been rendered within the period specified in Step IV, the aggrieved paraprofessional may, within ten (10) working days after a decision by the Board of Education or the expiration of the time provided in Step IV, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved paraprofessional and shall, prior to submission of the grievance to arbitration, notify the Board of Education of such decision.
- b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision(s) which require(s) the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory.
- d. The costs for the services of the arbitrator, including the per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

SECRETARIES

A. PURPOSE

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

B. DEFINITIONS

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

C. PROCEDURES

STEP I

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

STEP II

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

STEP III

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

STEP IV

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

President of the Board of Education shall, within ten (10) working days following the hearing, submit an answer to the aggrieved secretary.

STEP V

- a. If the aggrieved secretary is not satisfied with the disposition of his/her grievance at Step IV, or if no decision has been rendered within the period specified in Step IV, the aggrieved secretary may, within ten (10) working days after a decision by the Board of Education, or the expiration of the time provided in Step IV, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved secretary and shall, prior to submission of the grievance to arbitration, notify the Board of Education of such decision.
- b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision(s) which require(s) the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory.
- d. The costs for the services of the arbitrator, including the per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. GENERAL PROCEDURE

1. A working day is any day the Administrative Office is open. Saturdays, Sundays and Holidays shall not be considered working days in the computing of the time provided for in the foregoing.
2. Any decision or answer to the grievance made at any step which is not appealed to the succeeding step within such additional period of time as may be mutually

agreed upon in writing shall be considered final settlement and binding on all Parties involved in the grievance.

3. Except at Step IV, all discussion and meeting shall, so far as is practical, be conducted during the hours when both the Education Center and schools are open.
4. An aggrieved secretary shall not lose pay for time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employees shall not lose pay for such time.
5. Any aggrieved secretary may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
6. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort shall be made to expedite the process. However, stipulated times may at any step be extended by mutual agreement of the parties involved. Every effort shall be made to expedite the resolution of the grievance.
7. Nothing herein contained shall be construed as limiting the right of an aggrieved secretary to discuss the matter informally with the Immediate Administrative Supervisor.
8. The aggrieved secretary may withdraw a grievance during or after any step in the grievance procedure. In that case, any representative of the aggrieved secretary may not continue to process the grievance further.
9. No meetings or hearings under this grievance procedure shall be conducted in public and shall include only such parties in interest, including witnesses, if any, and their designated or selected representation as herein above referred to. All parties to this Agreement do hereby solemnly covenant and agree to regard any grievance as confidential.
10. Decisions rendered at all levels of the grievance procedure, except Step 1, shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
11. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
12. No reprisals of any kind shall be taken by the Board or by any member of the Administration or Association against any party in interest, any representative, member of the Association, or any participant in grievance procedure for reason of such participation.

ARTICLE IV - EMPLOYEE RIGHTS

A. RIGHTS AND PROTECTION IN REPRESENTATION

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

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

B. REQUIRED MEETINGS OR HEARINGS

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

Said employee will be advised by the applicable administrator of his/her entitlement to have a representative present before any discussion with that administrator on any matter which may adversely affect his/her employment.

C. COMPLAINT PROCEDURE

1. Any signed written complaint regarding an employee made to any member of the administration by any parent, student, or other person, shall be shared with that employee. The complainant shall be advised that the complaint and its source will be shared with the employee. It shall also be understood that the complainant has the privilege of withdrawing his/her complaint.
2. When any administrator receives a complaint regarding an employee the nature of which required the recording thereof in the employee's personnel record, then such administrator will share such complaint and its source with the employee and will, prior to any further administrative action in connection thereto, try to resolve such complaint with the employee informally.

3. Employees advised of such complaints shall not retaliate against student regarding whom the complaint has been made.

D. EVALUATION OF STUDENTS

Teachers shall determine grades and make other evaluations of students within the grading policies of the Millburn Township School District based upon the teacher's professional judgment of all available criteria pertinent to any given subject area or activity for which the teacher is responsible. Changes of grades may be made by appropriate administrative personnel only after consultation with the teacher involved. If a student's grade is changed, the administrator making said change shall notify the teacher in writing.

- E. Pursuant to N.J.S.A. 34:13A-22 et seq. all employees are entitled to appeal the imposition of discipline, assignment to extracurricular positions, transfers for disciplinary reasons and increment withholdings for disciplinary reasons.

ARTICLE V - ASSOCIATION RIGHTS

A. INFORMATION

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

B. RELEASED TIME FOR MEETINGS

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

C. USE OF SCHOOL BUILDINGS

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

D. USE OF SCHOOL EQUIPMENT

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

E. BULLETIN BOARDS

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

ARTICLE VI - BOARD RIGHTS

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

The Board specifically reserves the following rights, as they affect members of the bargaining unit: The right to direct employees of the school district to maintain efficiency of the school district operations entrusted them; to hire, promote, transfer, assign and retain employees in positions in the school district; and to suspend, demote, discharge or take other disciplinary action in accordance with law.

ARTICLE VII - NON-TEACHING DUTIES AND TEACHER ASSIGNMENTS

A. INTENT

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

B. TRANSPORTING STUDENTS

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

C. LIABILITY INSURANCE

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

When an employee is involved in an automobile accident while conducting school district business and the employee is required to pay the deductible portion of the cost of the repair covered by a standard insurance policy, he/she shall be reimbursed the deductible portion of the repair cost upon receipt of proof of payment and appropriate insurance documentation.

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

1. Current practice with regard to lunch duty, bus duty, and the collection of monies by teachers shall be maintained for the term of this Agreement.
2. Every teacher at the High School or Middle School will be assigned one of the following duties:

Hall Duty
Bus Duty
Lunch
Study Hall
Detention/In School suspension

The following staff are exempted from the above duties:

- * High School Teachers (all disciplines) Teaching 6th period
- * Librarian
- * ESL Itinerants
- * CST members
- * SAC
- * Nurse
- * P/T teachers
- * Independent study
- * Self-contained
- * Science Teachers with extra Lab, beyond the regular school day
- * Home Economics Teacher (except bus duty @ Middle School)
- * Behaviorists
- * Transition Internship Coordinator and/or Teacher

ARTICLE VIII - TEACHER ASSIGNMENTS

A. TRAVELING TEACHERS

1. SCHEDULES

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

2. EXPENSE REIMBURSEMENT

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

B. NOTIFICATION

1. PRE-TENURED TEACHERS

All pre-tenured teachers shall be given written notice of their contract and salary status for the forthcoming year in accordance with the statutory notification date (currently May 15).

2. ASSIGNMENTS AND SCHEDULES

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

C. ADVANCED PLACEMENT COURSES

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

Teachers of Advanced Placement courses shall receive a summer payment stipend of \$500.00 in exchange for supervisory required summer assignments for students. Teachers shall be required to submit logs outlining work done during the summer prior to payment.

ARTICLE IX - TEACHER PERSONAL AND ACADEMIC FREEDOM

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

ARTICLE X - PERSONAL ABSENCE

TEACHERS

- A.** As of the beginning of the school year, teachers shall be entitled to up to five (5) days (non-cumulative) absence for personal, legal, business, household or family obligations which cannot be performed at times other than school hours. Such absence will be allowed with pay provided the absence is approved in advance, except in cases of emergency, by the teacher's Principal/Immediate Supervisor and the Superintendent of Schools. Personal days which are sought the day before or after holidays, or vacations, must be approved in advance by the building principal/immediate supervisor except in cases of emergency.

Personal absence taken in accordance with this policy shall be in addition to any sick leave to which the teacher is entitled. Any unused days shall be converted to sick leave days at the end of the school year.

SECRETARIES

- A.** Absence of up to five 5 days per year, non-cumulative, for personal, legal, household, or family obligations which cannot be performed at times other than working hours will be allowed with pay provided the absence is approved in advance, except in cases of emergency, by the Supervising Administrator and the Business Administrator. Any unused days shall be converted to sick leave days at the end of the school year. Personal days which are sought the day before or after holidays, or vacations, must be approved in advance by the supervising administrator except in cases of emergency.

- B.** In requesting approval for personal absences, secretaries must submit the prescribed form for that purpose. The disapproval of a personal absence request shall not be grievable.
- C.** One day per year of the personal absence time may be for personal reasons which need be disclosed only to the Immediate Administrative Supervisor and, subject to the approval of the Immediate Administrative Supervisor, shall be accepted by the Business Administrator as sufficient reason for approving the absence.
- D.** One day per year of the personal absence time may be taken by each secretary on the day of that person's birth date. Should a person's birthday occur on a day when offices are closed or when that person is not otherwise required to be present, an alternate personal day may be mutually agreed upon by the secretary and the Supervising Administrator.
- E.** All secretaries are expected to recognize their primary obligation to students and the operation of the schools. In the event, however, a secretary is obliged to serve as a juror, the Board of Education provides as follows:
 - 1. Any secretary who is required by law to serve on a jury in a court of record, upon presentation of court notification to the Personnel Office one working day after receipt and upon presentation of satisfactory proof of such service rendered, shall earn full pay for and during the time the secretary is required to be in attendance in court.
 - 2. Any jury pay, including reimbursement by the court for travel or meal allowance, shall belong to the secretary.

PARAPROFESSIONALS

- A.** Absences of up to five 5 days per year, non-cumulative, for personal, legal, household, or family obligations which cannot be performed at times other than working hours will be allowed with pay provided the absence is approved in advance, except in cases of emergency, by the Supervising Administrator and the Business Administrator. Any unused days shall be converted to sick leave days at the end of the school year in accordance with the guidelines adopted herein. Personal days which are sought the day before or after holidays, or vacations, must be approved in advance by the supervising administrator except in cases of emergency.
- B.** In requesting approval for personal absences, paraprofessionals must submit the prescribed form for that purpose. The disapproval of a personal absence request shall not be grievable.
- C.** One day per year of the personal absence time may be for personal reasons which need be disclosed only to the Immediate Administrative Supervisor and, subject to the approval of the Immediate Administrative Supervisor, shall be accepted by the Business Administrator as sufficient reason for approving the absence.
- D.** One day per year of the personal absence time may be taken by each paraprofessional on the day of that person's birth date. Should a person's birthday occur on a day when offices are closed or when that person is not otherwise required to be present, an alternate

personal day may be mutually agreed upon by the paraprofessional and the Supervising Administrator.

- E.** All paraprofessionals are expected to recognize their primary obligation to students and the operation of the schools. In the event, however, a paraprofessional is obliged to serve as a juror, the Board of Education provides as follows:
1. Any paraprofessional who is required by law to serve on a jury in a court of record, upon presentation of court notification to the Personnel Office one working day after receipt and upon presentation of satisfactory proof of such service rendered, shall earn full pay for and during the time the paraprofessional is required to be in attendance in Court.
 2. Any jury pay, including reimbursement by the court for travel or meal allowance, shall belong to the paraprofessional.

ALL UNIT MEMBERS/BEREAVEMENT LEAVE

Each unit member is entitled to up to three (3) days per occurrence without loss of pay for the death of immediate family members. Immediate family includes: spouse, child, parent, grandparent, in-law, sibling and significant other.

ARTICLE XI - TEACHER HEALTH OR HARDSHIP LEAVES

A. HEALTH OR HARDSHIP

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

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

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

B. OTHER LEAVES

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

- a. If both father and mother are employees of the District, only one parent shall be granted leave under the provisions of this Article.
- b. Application for leave shall be made to the Superintendent through the Building Principal or applicant's Supervisor. The period of leave and time of return shall be determined by the Superintendent subject to the following:

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

- c. Leave shall not count as experience credit toward a higher step on the salary guide.
- d. Health plan and dental plan benefits for employees on leave shall be provided consistent with the provisions of the insurance carrier.

C. MAINTENANCE OF BENEFITS

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

D. EXTENSIONS AND RENEWALS

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

ARTICLE XII - SICK LEAVE

TEACHERS

A. ENTITLEMENT

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

B. EXTRA ENTITLEMENT

1. BOARD POLICY

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

- a. Sick day allowance is to be calculated on the basis of five (5) school days for each year of employment counted from a teacher's first year of employment in the District. However, entitlement of this allowance commences only at the beginning of the teacher's fourth year of employment.
- b. One hundred (100) school days for the first twenty (20) years of employment in Millburn, plus ten (10) days for each of the next ten (10) years of employment.
- c. Two hundred (200) school days (one year) for teachers with thirty-one (31) years or more of employment in Millburn.

2. BOARD EXTENSION OF POLICY

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

3. LIMITATION OF ACCUMULATION

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

C. NOTIFICATION OF ACCUMULATION

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

PARAPROFESSIONALS

A. ENTITLEMENT

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

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

SECRETARIES

A. ENTITLEMENT

1. Absence with pay for personal illness will be allowed for ten (10) days per fiscal year for ten (10) month employees and twelve (12) days per fiscal year for twelve (12) month employees, accumulative from year to year. A "Personal" illness is defined as an illness of the employee. A "fiscal" year is defined as the period between July 1 and June 30.
2. An employee who is continuously absent under the provisions of this sick leave policy for a period of ten (10) days or more must, if requested by the Business Administrator, provide a written statement from a properly licensed physician attesting to the duration of the illness.
3. In the event an employee exhausts all available sick leave, a salary deduction shall be made for all days not worked at the rate of 1/20th of the employee's monthly salary.

B. BOARD EXTENSION POLICY

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

C. NOTIFICATION OF ACCUMULATION

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

COMPUTER TECHNICIANS

A. ENTITLEMENT

Absence with pay shall be allowed for personal illness for twelve (12) days in any school year accumulative from year to year.

ALL EMPLOYEES

The Board retains the right to request a medical certificate for any absence. It will pay for the school physician to perform the examination. If the employee chooses to see his/her own doctor for this medical examination, the employee shall bear the cost.

ARTICLE XIII - DISABILITY AND/OR CHILD REARING LEAVE

TEACHERS

A. PROVISION

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

1. In the case of disability due to pregnancy, a teacher may use sick days accumulated as provided in Article XII. The Board retains the right to require proof of disability.
2. For leaves commencing between September 1 and January 31, the employee shall return the following September 1 unless an extension of leave is requested and granted. For leaves commencing between February 1 and June 30, the employee shall return at the beginning of the new school year or September 1 of the following year. The employee shall notify the Superintendent by April 30 which option the employee intends to use.
3. That an extension of such leave for the next succeeding full school year be granted upon written request of the teacher and approval of the Board of Education.
4. That the exact dates of the leave be arranged, if possible, between the teacher and his/her Immediate Supervisor, and that these dates be considered in light of what is best for the students.
5. That it shall be the responsibility of the teacher to notify his/her Immediate Supervisor of his/her parenthood.
6. The Supervisor is to provide the teacher with a copy of the policy and administrative procedures governing this type of leave following notification by the teacher.
7. A teacher applying for disability and/or child rearing leave shall give three (3) months prior notice except that if the leave is to commence prior to January 1, such notice must be given by August 15 or ninety (90) days before the day such leave is to commence, whichever would provide the longer period of notification.
8. Extended leave of absence without pay may be granted by the Board upon application for reasons of disability, child care or adoption of an infant child. A maximum of two (2) years leave may be granted with the proviso that such leave

will not extend beyond September 1 of the school year in which the teacher is to return.

B. RETURN

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

C. MAINTENANCE OF BENEFITS

The Board of Education shall, at its expense, provide health plan benefits for teachers on leave for reasons of child rearing consistent with regulations established by the Board's insurance carrier. A copy of these regulations shall be provided to the Association upon request. Time spent on such leave will not be used as experience credit for advancement on the salary guide.

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

COMPLIANCE WITH LAW

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

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

PARAPROFESSIONALS

A. PROVISION

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

1. For leaves commencing between September 1 and January 31, the employee shall return the following September 1 unless an extension of leave is requested and granted. For leaves commencing between February 1 and June 30 the employee shall return at the beginning of the new school year or September 1 of the following year. The employee shall notify the Superintendent by April 30 which option the employee intends to use.
2. That the exact dates of the leave be arranged, if possible, between the paraprofessional and his/her Immediate Supervisor and that these dates be considered in the light of what is best for the School District.

3. It shall be the responsibility of the paraprofessional to notify his/her Immediate Supervisor of his/her parenthood.
4. That in the case of disability due to pregnancy a paraprofessional may use sick days accumulated as provided in Article XII. The Board retains the right to require proof of disability.

SECRETARIES

A. PROVISION

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

SECRETARIES

1. For leaves commencing between September 1 and January 31, the employee shall return the following September 1 unless an extension of leave is requested and granted. For leaves commencing between February 1 and June 30, the employee shall return at the beginning of the new school year or September 1 of the following year. The employee shall notify the Superintendent by April 30 which option the employee intends to use.
2. That an extension of such leave for a full school year will be granted upon written request of the secretary and approval of the Board of Education.
3. That a maximum of two (2) full year extensions be granted.
4. That the exact dates of the leave be arranged, if possible, between the secretary and his/her Immediate Supervisor and that these dates be considered in the light of what is best for the School District.
5. It shall be the responsibility of the secretary to notify his/her Immediate Supervisor of his/her parenthood or plans for adoption as soon as he/she is aware of it.
6. The supervisor is to provide the secretary with a copy of the policy and administrative procedures governing this type of leave following notification by the secretary.

B. RETURN

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

C. MAINTENANCE OF BENEFITS

The Board of Education shall, at its expense, provide health plan benefits for secretaries on leave for reasons of child rearing or adoption of an infant child consistent with

regulations established by the Board's insurance carriers. Time spent on such leave will not be used as experience credit for advancement on the salary guide.

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

D. COMPLIANCE WITH LAW

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

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

ARTICLE XIV - PROFESSIONAL IMPROVEMENT

TEACHERS

A. LEAVE OF ABSENCE

To foster the continued professional growth of teachers of the Millburn Township Public Schools, it shall be the policy of the Board of Education to grant leaves of absence for the purpose of professional improvement through formal study upon the recommendation of the Superintendent. Such leaves of absence will not be considered as a reward for work already performed but rather as an opportunity to prepare for improved service to the youth of Millburn.

1. APPLICATION PROCEDURE

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

2. CONTINUITY OF SERVICE

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

3. SALARY

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

4. ADDITIONAL COMPENSATION

A teacher granted professional improvement leave of absence may not associate for compensation with any person, persons or organization during the school year, unless the Board of Education and Superintendent approve such association as beneficial to this school system and only then upon the conditions prescribed.

5. REQUIREMENT TO RETURN

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

6. REPORT

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

B. GRADUATE COURSE REIMBURSEMENT

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

1. Credits applicable for Column Five Salary Guide are to be earned in a matriculated graduate program at an accredited college or university leading to the Masters Degree.
2. Credits applicable for Column Six Salary Guide Placement are to be earned subsequent to attainment of the Masters Degree for which Salary Guide Column Five Placement is granted and must be in graduate level courses which would be applicable for advanced degree credit.
3. The matriculated graduate program of courses must have the prior approval of the Superintendent.
4. **COURSE ELIGIBILITY:** The Board agrees to provide tuition reimbursement to full-time teachers for graduate courses taken at approved institutions as defined by

New Jersey Statute N.J.S.A. 18A:3-15.3. The course of study must be directly related to the teacher's assigned instructional area or otherwise meet the needs of the District.

5. **REIMBURSEMENT REQUIREMENTS:**

- a. To be eligible for reimbursement, teachers must obtain the Superintendent's approval of all courses.
 - b. Reimbursement will be made on the basis of the 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 teacher.
 - c. The Board agrees to reimburse up to a maximum of six (6) credits per semester and up to nine (9) credits per school year. Courses completed with a grade of "B" or better (or pass if taken pass/fail) from approved institutions as defined by N.J.S.A. 18A:3-15.3, shall be eligible for reimbursement of up to 80% of the Rutgers University Spring tuition rate for the preceding academic year.
 - d. Teachers new to the district with less than one year of fully state certificated teaching experience are not eligible for tuition reimbursement in that year.
6. **DISTRICT EXPENDITURE LIABILITY:** For the term of the contract, the annual tuition reimbursement allotment shall be \$105,000.00
7. The Board shall pay 100% of all costs for courses required of an employee by the Superintendent of Schools.

GUIDELINES FOR TUITION REIMBURSEMENT:

1. APPLICATION PROCEDURE

- a. Any member of the teaching staff may make an application in writing to the Superintendent of Schools or designee for approval of a course or courses to be taken during any school semester including summer sessions.
- b. Such written request shall be submitted before the beginning of the course through five (5) calendar days following the first meeting of the course.
- c. The Superintendent of Schools or designee shall acknowledge, in writing, receipt of the application.
- d. Should the Superintendent of Schools or designee deny an application for course approval, said denial shall be in writing, sent to the applicant by intra-school mail, and shall state the reason(s) for denial. Said denial shall be sent not later than ten (10) working days from receipt of the application by the Superintendent of Schools or designee.

2. MONETARY REIMBURSEMENT:

- a. For the term of the contract, the \$105,000 annual tuition reimbursement allotment shall be divided into three shares as follows:

Summer Semester -	\$35,000.00
Fall Semester -	\$35,000.00
Spring Semester -	\$35,000.00

 - b. Required documentation shall be submitted as per the following schedule:

Summer Semester	September 30
Fall Semester	January 31
Spring Semester	June 30.

 - c. Tuition reimbursement payment shall be made no later than thirty (30) days from the aforementioned deadlines.

 - d. An employee's failure to submit the documentation in Reimbursement Procedure 3a., b1-3 (below) as per the aforementioned deadlines shall result in forfeiture of tuition reimbursement for that trimester.
3. 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.

 4. If the total cost of tuition reimbursement for any semester exceeds the amount allotted for that semester, then employees shall receive an amount that shall be prorated according to the following formula: the employee's entitlement under the immediately preceding paragraph 3 multiplied by the fraction whose numerator is the amount of money 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 the semester.

 5. If the total amount of funds used in any trimester is less than the trimester allotment, then, the excess funds will be carried over into the next semester.

 6. No excess funds shall be carried over into the next fiscal year.

3. REIMBURSEMENT PROCEDURE

- a. Under the provisions of the tuition reimbursement procedure, eligible staff members are required to pay for courses taken upon registration for the course(s). Eligible staff members will be reimbursed for tuition costs upon successful completion of the course(s) in accordance with the guidelines adopted herein.

- b. Reimbursement for said course(s) shall be in the manner set forth below:
 1. In order for an applicant to receive reimbursement, the applicant shall submit to the Superintendent of Schools or designee copies of the following:

- a. a college statement of costs (bill)
 - b. itemized receipt, cash voucher, or copy of the cancelled check (front and back)
 - c. official proof of successful completion of the course(s) for which reimbursement is sought in the form of an official school transcript
 - d. a copy of the district's approval form.
2. All documents substantiating claims for tuition reimbursement shall be submitted to the Superintendent of Schools or designee as one package after completion of the course(s).
 3. Reimbursement for courses taken in the summer shall be paid provided the staff member returns to the District as an appointed employee.

Association Notification: The Association shall receive tuition reimbursement reports for the summer, fall and spring semesters as applicable. The report shall be in the same format as prepared for the Superintendent of Schools or his designee.

C. INSTRUCTIONAL GRANTS INITIATIVE FUND

To promote creative instructional initiatives and increased grant funding for instructional programs, the Board shall provide an "Institutional Grants Initiative Fund." This fund shall be disbursed by the Superintendent equitably among the schools. Each teacher who submits an approved complete grant application to a foundation or external funding organization shall receive a \$150.00 submission stipend, with a maximum of \$300.00 per grant application if prepared by more than one teacher. Upon award of any such grant to the District, an additional 10% of the award shall be paid to such teacher or group of teachers as an "Initiative Stipend" up to an aggregate maximum of \$2,000 per grant award. The Institutional Grants Initiative Fund shall be funded \$20,000 per year.

Time spent working on such a grant shall be eligible for credit towards the 100 hour professional development requirement provided it is permitted in accordance with the rules adopted by the State Professional Teaching Standard Board (PTSB).

D. PROFESSIONAL DEVELOPMENT

Purpose

The Millburn Board of Education recognizes that it shares with its professional staff the responsibility for maintaining and improving teacher knowledge and methodology. The Board and the Association support the principles of continuing professional development of teachers and the enhancement of instruction. The parties further agree that each teacher should fulfill the obligation for professional development in ways that best serve her/his own and the district's challenges, functions, interests, and needs.

Definition

Professional development includes district and individual professional development experiences, and other opportunities offered by a registered New Jersey provider. Goals and activities may be modified throughout the calendar year to meet emerging needs of the staff member and the district.

Local Professional Development Committee (LPDC)

Role of the Committee

The LPDC shall assess all district in-service needs and current professional development opportunities. All district in-service programs shall be under the direction of the LPDC and be eligible for the 100 hour requirement.

The LPDC shall establish its own rules and procedures in line with the Professional Teaching Standards Board (PTSB) Norms and Code of Ethics.

The LPDC will develop the appropriate forms needed to conduct its business and meet its responsibilities as set forth by the Regulations/Standard established by the PTSB. Said forms will include, but not be limited to, pre-approval, payment request/reimbursement, and program evaluation forms.

In-service workshops, conferences, programs

In any given year, the Board will provide in-service professional development experiences that will assist the teacher in attaining the required 100 hours of continuing education.

In-service programs shall be conducted during the teacher workday and work year when teacher attendance is required or after school or during the summer on a voluntary basis.

Attendance at other programs

All programs conducted by the district outside the teacher workday, work year, or during the summer, shall be voluntary, with the exception of new teacher orientation.

Teachers shall have the right to attend Professional Development activities other than those included in the district in-service program in order to meet the 100-hour requirement, as required by the PIP. Attendance at such programs requires pre-approval by the immediate supervisor.

Professional studies

The Board agrees to appropriate reimbursement for activities that serve the district, including but not limited to curriculum writing and development, writing of training modules, and teaching a course or workshop. Participants shall be compensated for time beyond the workday or work year according to the applicable rate set forth in this contract.

Professional Improvement Plans (PIPs)

The development of the employee's Individual Professional Improvement Plan (PIP) shall be governed by statute, regulations, related case law, and the Standards and Guidelines set forth by the Professional Teaching Standards Board.

The Professional Development Individual Professional Improvement Plan (PIP) shall be recorded on the form provided for this purpose by the school district. A copy of this form shall be kept in the employee's personnel file.

The employee shall have the right to modify the plans, goals, and activities listed throughout the calendar year to meet his/her emerging needs, subject to the consent of the applicable administrator/supervisor.

Mentors

No employee shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, said employee shall not be involuntarily assigned again until all other qualified employees have been assigned.

No teacher shall serve as a mentor to more than one (1) provisional/alternate route teacher simultaneously.

The Board will forward whatever state funds are provided to it by the state to the mentor teacher. If state funding is not fully provided to the district, the remainder shall be paid by the mentee.

Non-Tenured Professional Development

1. Professional development for non-tenure teachers hired to commence employment in or after the 2005-2006 school year shall include the following provisions.
 - a. First year teachers shall attend the Summer Institute for five (5) days plus attend fifteen (15) hours of after-school workshops during the school year.
 - b. Second and Third year teachers shall attend the Summer Institute for two (2) days plus attend ten (10) hours of after school workshops during the school year.
2. The required hours of after school workshops shall commence as soon as practicable after the close of the school day.
3. All hours of participation in the aforementioned professional development shall count toward the State of New Jersey's 100 hour professional development requirement.

SECRETARIES AND PARAPROFESSIONALS

The Board shall establish a \$7,500 total tuition pool for secretaries and paraprofessionals for each year of the current contract.

ARTICLE XV - WORKDAY

TEACHERS' WORK DAY

A. LENGTH OF DAY

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

B. IN-SCHOOL WORK YEAR

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

C. FACULTY MEETINGS

1. After-school faculty meetings shall be limited to two per month except under unusual circumstances.
2. Behaviorists shall attend no more than two (2) staff meetings in any one month based upon the Monday building assignment and whether or not the building has a staff meeting.

D. LUNCH PERIOD

Each teacher shall have a duty-free lunch period.

E. INCLEMENT WEATHER

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

F. PARENT CONFERENCES

1. There shall be three (3) scheduled extended single session days including one (1) evening in the Fall and again in the Spring for purposes of parent meetings at the Elementary level.
2. Teachers will make every effort to be available for evening conferences at a parent's request.
3. Behaviorists shall be exempt from scheduling parent conferences.

G. ELEMENTARY PREPARATION TIME

Regular elementary classroom teachers shall be scheduled for preparation time as follows:

Grades Kindergarten and First - one hundred and fifty minutes per week for 3 out of 4 weeks and one hundred and twenty minutes per week for one out of 4 weeks.

Grades Two through Five - two hundred minutes per week.

These scheduled preparation times may be lost due to the scheduling of half-days or assemblies or due to staff absenteeism requiring pupil coverage.

Whenever an elementary teacher is assigned by an administrator to supervise his/her own students or the students of another teacher during his/her preparation time, the teacher shall be compensated at a rate of:

Annual Prep Periods Lost	Stipend
1 to 3 prep periods	No payment
4 to 10 prep periods	\$30.00
11+ prep periods	\$35.00

provided that the teacher has not been granted the contractually guaranteed minutes of prep time within a full week.

H. BACK TO SCHOOL NIGHT

1. All teachers shall be required to attend one back to school night each year.
2. All behaviorists shall be exempt from scheduling/attending Back To School Night

I. SECONDARY EVENING ACTIVITIES

In addition to back to school night, each teacher at the high school and middle school shall be responsible to provide supervision one time per year for an evening event. Such supervision will not be in lieu of the participation of an administrator. The administration at both the high school and middle school will arrange for an opportunity to select a preferred evening supervision subject to the administration's need to assign supervision in order to ensure that all evening events are properly supervised. Those teachers of senior homerooms who attend the graduation ceremony shall be credited with providing supervision at one evening event should they attend the graduation ceremony. The Directors of Band, Chorus, and Orchestra at the Middle and High School levels are exempt from evening supervision duties due to their required attendance at all evening band, chorus, and orchestra functions.

- J. 1. **Lead Teacher** stipend: \$1,500.00 each year of the contract for the following areas: Math; Science; Social Studies; and Language Arts. If more than one teacher performs in a single Lead Teacher area each teacher shall be paid their proportionate share of the stipend.
2. **District Wide Lead Teacher** stipend: \$3,000.00 each year of the contract for the following district wide areas: Art and Technology. If more than one teacher performs in a single District Wide Lead Teacher area, each teacher shall be paid their proportionate share of the stipend.

PARAPROFESSIONALS' WORK DAY

A. LENGTH OF DAY

The normal work day for full-time paraprofessionals shall be six (6) hours and twenty (20) minutes excluding lunch period. Elementary & Middle School full-time paraprofessionals shall receive a minimum of 30 minutes of duty-free lunch each day. Full-time High School paraprofessionals shall receive a minimum of 22 minutes of duty-free lunch each day. The normal workday for part-time paraprofessionals shall be determined by position assignment. Should a Building Principal require the service of a paraprofessional for a longer period of time on any given day, the Principal may adjust time requirements during that week so as not to exceed required time for the week.

During staff orientation prior to the start of the school year, and at the discretion of the Superintendent and/or designee, paraprofessionals shall report for duty at the same time as the teachers and shall be compensated at their daily rate.

B. INCLEMENT WEATHER AND EMERGENCY CLOSINGS

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

SECRETARIES' WORK DAY AND WORK YEAR

- A.** Secretarial personnel are paid the regular contractual rate for a thirty-five (35) hour work week from Monday through Friday. Regular work days shall be seven (7) hours exclusive of a regularly scheduled duty free lunch period.
- B.** "Overtime Work" is defined as work performed in excess of the normal thirty-five (35) hour work week. No overtime work is to be undertaken without the prior approval of the School Principal or the appropriate Education Center Administrator.
- C.** Time worked over thirty-five (35) hours but not more than forty (40) hours in a given work week, shall be paid at the regular contractual rate of pay. Time worked over forty (40) hours in any given work week shall be paid at the rate of 1-1/2 times the regular contractual rate of pay. Work performed on Sundays and on designated Holidays when schools and offices are closed shall be paid at the rate of 1-1/2 times the regular contractual rate of pay.
- D.** When the Superintendent closes schools due to inclement weather all offices will be closed and no secretary need report to work.

- E.** In the event the number of school closings due to inclement weather requires the Board to schedule extra days for instruction, secretaries will be required to comply with calendar changes without extra compensation.
- F.** When schools are open, if conditions make reporting to work impossible, the employee is to inform his/her Immediate Supervisor of this fact as soon as possible. Such absence may be charged against the employee's personal absence time subject to the Principal's or Supervisor's recommendations and the approval of the Business Administrator.
- G.** Procedure for early dismissal of employees for reasons of inclement weather shall be the same as those above. The Superintendent shall designate the time when secretaries may leave.
- H.** Ten (10) month employees required to report to work prior to September 1 will be entitled to the benefits provided by this Agreement as if they had been required to report on September 1 or thereafter.
- I.** A copy of the school calendar, as established by the Board, shall be provide for secretarial personnel and attached to the Agreement.

COMPUTER TECHNICIANS' WORK DAY AND WORK YEAR

- A.** Each Computer Technicians shall work an eight (8) hour day inclusive of a sixty (60) minute duty free/travel free lunch.
- B.** The Computer Technicians' work week shall be Monday – Fridays and the work year shall be twelve (12) months.
- C. VACATION:**
 - 1. Each computer technician who has been continuously employed for less than five (5) years shall receive ten (10) vacation days and the December Holiday recess between July 1 and June 30.
 - 2. Each computer technician who has been continuously employed for five (5) or more years shall receive fifteen (15) vacation days and the December Holiday recess between July 1 and June 30.
 - 3. Each computer technician who has been continuously employed for ten (10) or more years shall receive twenty (20) vacation days and the December Holiday recess between July 1 and June 30.
- D. CERTIFICATES:**
 - 1. Computer technicians shall receive an additional \$500.00 per year for EACH of the following certificates earned and maintained current:
 - a. Apple Certified Technician (ACT)
 - b. Microsoft Certified Systems Engineers (MCSEs)
 - c. Microsoft Certified Desktop Support Technicians (MCDSTs)
 - d. A+ certification
 - e. A+ Network+, along with A+®,

- E.** The Board shall provide reimbursement to the computer technicians for any classes required to obtain or maintain the certificates outlined in Article XV, Computer Technicians' Work Day and Work Year, Section D, by up to \$1,500.00 per computer technician for the term of the contract provided that the courses receive the prior approval of the Superintendent or designee.
- F.** Use of Personal Vehicle
1. Any computer technician who uses his/her personal vehicle for any school related business will be reimbursed by the Board at the State or Federal allowable mileage rate per mile, whichever is applicable.
 2. The District shall arrange to transport equipment and materials which could reasonably be considered to potentially damage an employee's personal vehicle. Should an employee voluntarily choose to use his/her personal vehicle to transport such materials, the District shall not be responsible for damage to the employee's vehicle.
- G. SALARIES:** All computer technicians/A.V. Specialists shall have their salaries improved by the support staff settlement rate for each year of the contract.
- H. BEHAVIORISTS**
The behaviorists shall work a seven (7) hour day inclusive of a fifty minute duty free/travel free lunch. All behaviorists shall have their salaries improved by the certificated staff settlement rate for each year of the contract.
- I. CERTIFIED OCCUPATIONAL THERAPIST ASSISTANTS**
All Certified Occupational Therapist Assitants shall have their salaries improved by the certificated staff settlement rate for each year of the contract.

ARTICLE XVI - SECRETARY VACATIONS

- A.** Each twelve (12) month secretary who has been continuously employed for less than five (5) years shall receive one day of vacation for each month of continuous employment between July 1 and June 30, of any fiscal year provided that the total number of vacation days in any year shall not exceed ten.
- B.** Each twelve (12) month secretary who has been continuously employed for five (5) or more years shall receive fifteen (15) days vacation each year between July 1 and June 30.
- C.** Each twelve (12) month secretary who has been continuously employed by the Board for ten (10) or more years shall receive twenty (20) days vacation each year between July 1 and June 30 of the year following that in which said vacation entitlement was earned.
- D.** Earned vacation time as outlined in A, B and C shall be used by no later than June 30 of the year immediately following the year in which such vacation time was earned.

Vacation days are not accumulative from year to year. Except for terminating employees, no financial reimbursement will be made for unused vacation days.

- E.** An employee resigning his/her position shall give ten (10) working days notice. Earned vacation shall be paid according to the proportion of full months worked to the total Contract year, unless proper notice has not been given.
- F.** The selection of vacation time requires the prior approval of the Immediate Supervisor, subject to the requirements of the work load. In the event of conflicting requests which would not permit the normal continuation of the work function, employment seniority of the employee will be considered.
- G.** Forms for the selection and approval of vacations will be provided by the Personnel Office. All approved requests shall be returned to the Personnel Office by no later than May 31 of each year for the next year's vacation.

ARTICLE XVII - INSURANCE PROTECTION

The Board shall provide annually contracted full-time Unit employees with the following insurance protection benefits. Full-time employment shall be twenty-five (25) or more hours per week. All Paraprofessionals currently (as of June 30, 1999) working less than twenty-five (25) hours per week and receiving benefits shall continue to receive them.

A. HEALTH BENEFITS

- 1. a. The Board of Education shall provide one hundred percent (100%) of the cost of health benefits for the indemnity or managed care plans on an employee and covered dependent basis for all employees on the payroll on or before June 30, 1996.
- b. Any employee hired on or before June 30, 1996 (an "Eligible Employee") and currently enrolled in the Traditional/Indemnity Health Insurance Coverage ("Traditional"), who had not previously opted-out of Traditional to the then existing POS Health Insurance Coverage ("POS"), has a one-time opportunity to opt-out of the Traditional to POS, as follows:
 - i. For the 2009-10 school year, an Eligible Employee opting out of the Traditional into the POS shall be entitled to receive a one-time payment equivalent to one-hundred percent (100%) of the difference between the 2009-10 Traditional and POS premiums attributed to such employee calculated at the time of such election (the "Full Opt-Out Payment"). Such election shall be transmitted to, and received in writing by the Assistant Superintendent for Business not later than May 15, 2009, and the health benefit coverage change shall take effect July 1, 2009. The Full Opt-Out Payment shall be paid by or before August 3, 2009; or

- ii. For the 2010-11 school year, an Eligible Employee opting out of Traditional into the POS shall be entitled to receive a one-time payment equivalent to fifty percent (50%) of the difference between the 2010-11 Traditional and POS premiums attributed to such employee calculated at the time of such election (the "Partial Opt-Out Payment"). Such election shall be transmitted to, and received in writing by the Assistant Superintendent for Business not later than May 17, 2010, and the health benefit coverage change shall take effect July 1, 2010. The Partial Opt-Out Payment shall be paid by or before August 2, 2010.
- iii. An Eligible Employee who previously received an exit payment pursuant to the 2005 CBA Article XVII, Section A after opting out of the then existing Traditional/Indemnity Health Insurance Coverage ("Opt-Out Employee") may opt back into Traditional by remitting to the BOE one-half (50%) of the exit fee previously received by such employee (the "Opt-Back Election") as documented by either the BOE or the employee, and absent such documentation, an amount not less than \$350.00 (the "Reimbursement Payment"). Such election shall be transmitted in writing to the Assistant Superintendent for Business not later than May 15, 2009, and the health benefit coverage change shall take effect July 1, 2009. The Reimbursement Payment to the BOE shall be made not later than August 3, 2009.
- iv. Any Opt-Out Employee may elect to participate in the Full Opt Out Payment program via a virtual transfer from POS to Traditional to POS, receiving the same Full Opt-Out Payment (thus, remaining in POS), less the Reimbursement Payment (the "Virtual Full Opt-Out Payment"). An Eligible Employee who wishes to participate in the Virtual Full Opt-Out Payment program shall be subject to the same notice obligation as those exercising the Full Opt-Out Payment program, meaning that notice of the Opt-Back Election and notice of intent to participate in the Virtual Full Opt-Out Payment shall be timely made by such Employee. Opt-Out Employees who make an Opt-Back Election but who do not timely participate in the Virtual Full Opt-Out Payment program shall be entitled to participate in the Partial Opt-Out Payment program as set forth in paragraph i. (the "Virtual Partial Opt-Out Payment"), subject to the same notice obligations. The Virtual Full Opt-Out Payment and Virtual Partial Opt-Out Payment shall be made consistent with the obligations in paragraph i above.
- v. An Eligible Employee who receives either a Full Opt-Out Payment; Partial Opt-Out payment; Virtual Full Opt-Out Payment; or Virtual Partial Opt-Out Payment shall be permitted to reenroll, during any scheduled enrollment period, into Traditional/Indemnity Health Insurance Coverage

subject to the Eligible Employee paying one hundred (100%) percent of the cost difference of the indemnity and managed care plans through regular payroll deduction. An Eligible Employee exercising the Full Opt-Out Payment; Partial Opt-Out payment; Virtual Full Opt-Out Payment; or Virtual Partial Opt-Out Payment shall not be eligible to receive any other payment concerning the transition of health coverage from Traditional to POS or POS to Traditional. Except as provided in the Stipulation of Settlement for AR -2008-418, an Eligible Employee participating in POS may not reenroll in Traditional.

2. Employees on the payroll on or after July 1, 1996 shall be entitled to coverage under a managed care health insurance program offered by the Board with one hundred percent (100%) of the cost of the plan paid by the Board. If the employee chooses to be covered by the indemnity plan he/she shall pay one hundred percent (100%) of the cost difference of the indemnity and managed care plans through payroll deduction.

3. INSURANCE

- a. There is a voluntary waiver of medical insurance, should an employee elect to waive the applicable insurance coverage. However, the employee choosing to do so must provide written representation of alternate insurance coverage. If an employee chooses to waive the coverage, he/she will receive a payment equivalent to the following schedule adjusted each year of the agreement as noted below.

2008-09 School Year		
	Traditional	POS
Single	\$5,148.00	\$3,242.04
Parent/Child	\$7,490.34	\$4,376.28
2 Adults (Employee/Spouse)	\$11,206.32	\$7,219.50
Family	\$13,081.14	\$8,400.00

The above payment shall be increased by 4.2% each year of the agreement.

Payment will be in two (2) payments, December 1 and June 1. The employee retains the ability to opt back into the former plan at the next enrollment period of 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.

4. Should the Board of Education change health insurance carriers in the future, the actual benefits shall be equal to those benefits provided by CIGNA, master contract # 3321264, and the network of providers shall be substantially equivalent to that of the New Jersey Blue Cross and Blue Shield (Horizon) provider network.

B. Dental Insurance:

1. a. The Board of Education shall continue to provide one hundred percent (100%) of the cost of the dental benefits indemnity plan or PPO plan, as applicable, on an employee and covered dependent basis for all employees on the payroll on or before June 30, 1996.
- b. If in any year of this contract an employee who was in the indemnity plan on or before June 30, 1996 switches to a managed care plan said employee shall receive a one time cash payment of one-third of the difference in cost between the two plans.
2. Employees on the payroll on or after July 1, 1996 shall be entitled to coverage under a managed care dental insurance program offered by the Board with one hundred percent (100%) of the cost of the plan paid by the Board. If the employee chooses to be covered by the indemnity plan he/she shall pay one hundred percent (100%) of the cost difference of the indemnity and managed care plans through payroll deduction.

C. Employee Assistance Program:

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

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

E. Comparable Coverage:

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

F. Flexible Spending Account for Health/Dependent Care

The Board of Education shall establish a flexible spending account for health and dependent care in accordance with the provisions of Section 1 and 25 of the Internal Revenue Service Code.

ARTICLE XVIII - VOLUNTARY TRANSFERS AND ASSIGNMENTS

TEACHERS

A. Filing Requests

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with their Immediate Supervisor with a copy to the Superintendent of Schools at any time preceding the school year in which change is to be effective. Such statement shall include the grade

and/or subject to which the teacher wishes to be assigned and the school or schools to which transfer is requested, in order of preference.

B. Consideration for Transfer

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

SECRETARIES

A. TRANSFERS

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

PARAPROFESSIONAL

A. TRANSFERS

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

ARTICLE XIX - INVOLUNTARY TRANSFERS AND ASSIGNMENTS

TEACHERS

A. NOTIFICATION

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

B. CONSIDERATION FOR TRANSFER

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

SECRETARIES

A. TRANSFERS

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

PARAPROFESSIONALS

A. TRANSFERS

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

ARTICLE XX - PROMOTION POLICY

TEACHERS

A. DEFINITION

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

B. PROCEDURES

All vacancies in promotional positions will be publicized as follows:

1. ANNOUNCEMENT

- a. The staff shall be notified by posting of any promotional positions before or simultaneously with any advertisement in professional search agencies. Three copies of each posting will be sent to the Association at the time of posting.
- b. When school is in session a notice of vacancy will be given at least ten (10) calendar days before the final date for receiving applications. If a vacancy occurs during the summer, a notice will be mailed to all staff members and a twenty (20) calendar day time limit will prevail.
- c. A notice will include the title of the vacancy, the qualifications desired of applicants, and the required certification. If any of these items is changed, the staff will be duly notified in accordance with the above procedure. If a change is made, ten (10) additional calendar days will be granted for filing applications with the Superintendent.

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

2. NOTIFICATION

- a. The receipt of applications by the Superintendent will be acknowledged promptly in writing.
- b. All applications from qualified staff members will be given full consideration. In the event that two or more candidates appear to be equally qualified, preference will be given to those candidates presently employed by the Board of Education.
- c. All applicants will be notified by letter, mailed within ten (10) school days following official Board action, concerning the appointment which has been made.

SECRETARIES

A. JOB POSTING

1. The Board of Education will endeavor to give its permanent employees every opportunity and consideration to aspire to ten (10) or twelve (12) month positions as may be created, or become vacated from time to time. Such positions shall be announced in the Superintendent's Bulletin. In the event the Superintendent's Bulletin is not published or is discontinued, such positions shall be posted in each school office and in the Education Center to afford all interested personnel an opportunity to apply.
2. The vacancy will not be permanently filled for a period of five (5) working days after the date of publication, or in the event of posting, the notice of vacancy shall be posted for a period of five (5) working days before the final date when applications must be submitted. A copy of the Bulletin, or in the event of posting, a copy of said notice shall be sent to the President of the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Business Administrator within the time limit specified in the notice.
3. A ten (10) month employee wishing to be notified of any vacancies occurring during July and August may indicate that desire by June 15, in writing, to the Personnel Office who will mail a notice of any such vacancies to the interested employee. The notice will state the final date when applications must be submitted which will be no less than fifteen (15) days from the date of mailing.
4. A ten-month secretary promoted to a twelve-month position shall receive vacation entitlement as set forth in Article XVI with entitlement amount based on the time of continuous employment with the District inclusive of time in ten-month secretarial position.

ARTICLE XXI - EVALUATION

TEACHERS

A. PROCEDURE

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

B. CHANGE OF PROCEDURE

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

SECRETARIES AND PARAPROFESSIONALS

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

1. The annual evaluation will be formalized in an annual conference. The conference will consist of the Principal's/Immediate Supervisor's evaluation of work performance of the employee and any other matters which may be appropriate.
2. Following the conference, an annual evaluation report shall be forwarded to the office of the Assistant Superintendent for Business. This report shall include the evaluation by the Principal/Immediate Supervisor and any other pertinent information resulting from the conference. Before the report is forwarded, it shall be signed by both the Principal/Immediate Supervisor and the employee. Signatures will mean only that a conference was held and that the items included were discussed. The employee shall receive a copy.
3. If the employee desires to submit additional material concerning the annual evaluation, he/she shall submit a copy to the Principal/Immediate Supervisor and to the Business Administrator for attachment to the evaluation report within ten (10) working days of the annual evaluation conference. A working day is any day the Administrative Office is open.

B. A secretary or paraprofessional shall have the right to reply in writing to any adverse non-confidential material in his/her personnel file, which reply shall be attached to the adverse material. Should said secretary or paraprofessional desire a copy of the non-confidential material he/she may copy said material by hand or the same may be made available at cost by the Board Office. A secretary's or paraprofessional's personnel file shall be made available for inspection during business hours by the secretary or paraprofessional only after a request is made to the office of the Business Administrator. Said request and inspection shall be made within a reasonable amount of time. There

shall not be more than two such inspections in any one year. Notwithstanding the foregoing, no confidential material shall be made available at any inspection.

ARTICLE XXII - REDUCTION IN FORCE AND REEMPLOYMENT

TEACHERS

A. COVERAGE

1. BOARD RIGHTS

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

2. TEACHER ENTITLEMENT

Teachers have and retain their tenure and seniority rights pursuant to N.J.S.A. 18A:28.5 et seq. and N.J.A.C. 6:3.5 et seq.

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

B. SENIORITY

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

C. RECALL

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

D. NOTICE OF RECALL

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

E. RESPONSE TO RECALL

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

F. SENIORITY UPON REEMPLOYMENT

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

G. ABOLISHMENT OF POSITION

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

H. INSUFFICIENT SENIORITY

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

SECRETARIES

A. SEVERANCE PAY

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

ARTICLE XXIII - SALARIES

TEACHERS

A. SALARY SCHEDULE

The salary of each teacher covered by this Agreement is set forth in Schedule A which is attached hereto and made a part hereof. This Salary Guide is an Agreement between the Board and the Association for the 2008-2009, 2009-2010, and 2010-2011 School Years. It may not be changed without mutual agreement between the Board and the Association.

In addition to placement on the salary guide, the athletic trainer shall receive an additional stipend of \$2500.00 each year.

B. APPOINTMENT OF NEW MEMBERS TO STAFF

Full salary guide credit may be granted teachers for prior experience as determined by the Superintendent. Experience credit may be given for other than teaching experience. Full credit may be given for military experience. When an ex-teacher is appointed, full credit shall be allowed for previous teaching in the Millburn District. The above provisions shall not be retroactive in relation to persons presently employed. Full credit on the current teacher salary guides shall be given to all new teachers for all verified, contracted previously satisfactory, fully state certificated teaching experience in a duly accredited public and/or private elementary or secondary school, if such experience is in the same certification for which the teacher is being hired.

C. SALARY INCREASES

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

Teachers shall be notified in writing on their contract salary status in accordance with the statutory notification date. (Currently May 15).

D. ELIGIBILITY FOR ADVANCEMENT

1. COLUMN POSITION

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

2. INTERCOLUMN POSITION

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

E. TEACHER NOTIFICATION OF EARNED CREDITS

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

F. COACHES AND EXTRACURRICULAR POSITIONS

1. SALARIES

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

2. CREDIT FOR COACHING EXPERIENCE

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

3. APPOINTMENT OF ASSISTANT COACHES

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

G. PAY DATES

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

H. SUMMER PAYMENT PLAN

1. PROCEDURE

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

2. WITHDRAWAL

A teacher enrolled in the plan for a full year will be continued for the next full year unless indication in writing of intent to withdraw is given. Such requests must be received by the Business Administrator by August 1.

I. PAYROLL DEDUCTIONS

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

J. SUMMER SCHOOL

1. Child Study Team members, Behaviorists, and Speech Therapists who work during the summer and teachers who work in the extended school year program, or teachers who work in the reading academies, shall be paid an hourly rate calculated by each person's annual base salary divided by 1,419, which is derived by multiplying 185 days by 7.67 hours per day.

K. HOME INSTRUCTION

The hourly rate for home instruction will be will be \$65.00 for the term of the contract.

L. CURRICULUM WRITING

Assigned duties for curriculum writing during the summer or on days when school is not in session shall be paid at the rate of \$58.00 for the term of the contract.

M. TERMINAL LEAVE PLAN (TEACHER)

At the time of retirement the Board will pay the retiring teacher for unused accumulated sick day leave. Payment is to be made upon retirement under TPAF with pension payments to begin effective upon separation from the District. Deferred retirement is not eligible. For teachers eligible to retire who die prior to such retirement, payment of the entitlement at time of death shall be made to estate of deceased. In the event of termination due to reduction in force, a teacher involuntarily terminated shall be eligible for terminal leave payment under this Article. A teacher who resigns after completion of twenty (20) years of service shall also be eligible for terminal leave payment under this Article.

Payment for accumulated sick days shall be as follows per day for all accumulated sick days:

2008-2009	\$52.00
2009-2010	\$55.00
2010-2011	\$58.00

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

N. AUTOMATIC PAYROLL DEPOSITS

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

O. IN-SERVICE INSTRUCTION

Teachers shall be paid \$62.00 per hour for all hours of in-service instruction in year one (1), \$65.00 per hour for all hours of in-service instruction in year two (2) and \$68.00 per hour for all hours of in-service instruction in year three (3). Preparation for instruction at the same rate shall be paid with preparation hours not to exceed each hour of non-repeated instruction.

P. LONGEVITY

1. Longevity shall be paid as follows:

<u>Years of Experience in Millburn</u>	<u>Payment</u>
After teaching 14 years	\$ 750 above salary guide
After teaching 20 years	\$1,700 above salary guide
After teaching 25 years	\$2,300 above salary guide

2. Only employees on the payroll as of June 30, 1996 shall be eligible to receive longevity.

3. Unpaid leaves of absence do not count toward longevity.

PARAPROFESSIONALS

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

Full-time (25 or more hours/week)

2008-09 - \$ 116.42 per day
2009-10 - \$ 121.78 per day
2010-11 - \$ 127.38 per day

Part-time (less than 25 hours/week)

2008-09 - \$ 23.28 per hour

2009-10- \$ 24.35 per hour

2010-11 - \$ 25.47 per hour

Paraprofessionals who have attained and provide evidence of a bachelor's degree shall receive an additional pensionable \$500.00 annual stipend.

Paraprofessionals who hold a minimum of a substitute's certificate and are utilized by the district as a substitute teacher shall receive one half-of the substitute's daily pay rate for each instance in addition to their per diem rate.

- B.** Paraprofessionals shall be paid their normal hourly or daily salary when work is unavailable because of school closing due to inclement weather or other emergency, Such payment of salary shall apply only if the employee affected was scheduled to work on the day schools are closed. In the event not all schools are closed, the affected employee may be temporarily assigned to another location or to perform other work. The number of such paid days shall be limited to five (5) per paraprofessional in any school year.
- C.** After seven (7) years of employment in the Millburn School District, paraprofessional employees shall receive a longevity payment of six hundred (600) dollars.
- D.** Unpaid leaves of absence do not count toward longevity.

E. TERMINAL LEAVE PLAN (PARAPROFESSIONAL)

At the time of retirement the Board will pay the retiring paraprofessional for unused accumulated sick day leave. Payment is to be made upon retirement under PERS with pension payments to begin effective upon separation from the District. Deferred retirement is not eligible. For paraprofessionals eligible to retire who die prior to such retirement, payment of the entitlement at time of death shall be made to estate of deceased. In the event of termination due to reduction in force, a paraprofessional involuntarily terminated shall be eligible for terminal leave payment under this Article. A paraprofessional who resigns after completion of twenty (20) years of service shall also be eligible for terminal leave payment under this Article.

Payment for accumulated sick days shall be as follows per day for all accumulated sick days:

2008-2009	\$12.00
2009-2010	\$15.50
2010-2011	\$18.00

A paraprofessional, to be eligible for terminal leave payment under the provisions of this Paragraph, must retire either at the end of the school year in June or at the end of the first semester and must provide three months notice in writing to the Superintendent of

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

SECRETARIES

- A.** The salaries of all secretaries covered by this Agreement are set forth in the Secretary Schedule D which is hereto attached and made a part hereof.

All new employees shall be placed on the proper step of the guide according to the following formula: One step for every one (1) year of clerical/secretarial job related experience not to exceed Step 5.

- B.** B. Twelve (12) month employees shall be paid in twenty-four (24) equal semi-monthly installments and ten (10) month employees shall be paid in twenty (20) equal semimonthly installments.

1. When pay day falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
2. Ten (10) month employees may individually elect to have ten percent (10%) of their monthly salary deducted from their pay which shall be placed in an interest bearing savings account in the employee's name in a summer payment plan.
3. Secretaries hired prior to January 1 of any Contract year shall be eligible for a salary increment step in the following year.

- C.** The following positions are classified as Group II, 12 Month:

Secretary to the High School Principal
Attendance Secretary to High School Vice Principal
Secretary to the Middle School Principal
Payroll/Bookkeeper

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

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

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

D. EXPENSE REIMBURSEMENT

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

E. TERMINAL LEAVE PLAN (SECRETARY)

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

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

Payment for accumulated sick days shall be as follows per day for all accumulated sick days:

2008-2009	\$52.00
2009-2010	\$55.00
2010-2011	\$58.00

A secretary, to be eligible for terminal leave payment under the provisions of this paragraph, must provide three (3) months notice in writing to the Superintendent of intention to retire. This requirement may be waived by the Superintendent in cases where retirement is due to disability or hardship.

F. SUBSTITUTE CALLER STIPEND

The Board shall provide an annual stipend for employees designated by the Board to call substitutes.

G. Longevity shall be paid as follows:

<u>Years of Experience in Millburn</u>	<u>Payment</u>
After working 11 years	\$ 700 above salary guide
After working 20 years	\$1,400 above salary guide
After working 25 years	\$2,100 above salary guide

Unpaid leaves of absence do not count toward longevity.

ARTICLE XXIV - DUES AND REPRESENTATION FEES

A. Professional or organizational dues will be deducted from the regular pay checks for each employee of the Bargaining Unit who requests in writing, on the proper form for that purpose, that his/her dues be deducted. Such written requests for deductions starting in September are to be submitted to the Personnel Office by July 1. One-tenth (1/10) of the

annual total of dues will be deducted for each of the ten (10) months, September-June. Late requests for dues deductions will be honored up to October 31. The collection of dues from enrollments after October 31 will be the responsibility of the Association. Late requests for dues deduction that are too late for September checks will have two months deducted from the October check, or three (3) months from the November check, or four months from the December check, depending on which becomes the first possible month for deduction of dues. An employee will be continued on dues deduction from year to year unless he/she requests in writing to the Personnel Office, prior to July 1 that he/she be dropped from payroll dues deduction.

- B.** In the event an employee leaves the employment of the Board of Education prior to the end of the fiscal year, dues payments will terminate as of the last month of employment.
- C.** A Representative Fee of 85% has been agreed to by the Parties. The Association will provide a listing of Bargaining Unit members who are non-Association members to the Board within a reasonable period of time after the commencement of the school year.

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

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

The Association shall provide the Board with a copy of its demand and return system.

ARTICLE XXV – MISCELLANEOUS ITEMS

A. NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination in the hiring, assignment, promotion or transfer of employees, or in their full participation in the Association or in the application or administration of this Agreement on the basis of race, creed, color, national origin, ancestry, age, sex, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, or nationality as provided in the New Jersey Law Against Discrimination.

B. COMPLIANCE OF CONTRACTS

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

C. CREATING POSITIONS

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

D. PRINTING CONTRACT

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

E. Nothing contained in these provisions shall be construed as interfering with, impeding, or diminishing either any employee, Association, or Board right as guaranteed by law, administrative regulation, and state/federal Constitutions.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008, and shall continue in effect until June 30, 2011, subject to the Association's right to negotiate a successor agreement in accordance with Article II herein. This Agreement shall not be extended by oral or written agreement, and it is expressly understood that it shall expire on the date indicated.

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

DATE:

FOR THE ASSOCIATION

FOR THE BOARD

PRESIDENT

PRESIDENT

MILLBURN TEACHER GUIDE
2008-09

Step	BA/BS	MA/MS	MA+30	PhD/EdD
1	\$48,093	\$56,693	\$66,273	\$69,133
2	\$48,393	\$56,993	\$66,573	\$69,433
3	\$48,891	\$57,491	\$67,071	\$69,931
4	\$49,826	\$58,426	\$68,006	\$70,866
5	\$50,238	\$58,838	\$68,418	\$71,278
6	\$50,568	\$59,168	\$68,748	\$71,608
7	\$52,276	\$60,876	\$70,456	\$73,316
8	\$55,931	\$64,531	\$74,111	\$76,971
9	\$60,099	\$68,699	\$78,279	\$81,139
10	\$65,589	\$74,189	\$83,769	\$86,629
11	\$71,079	\$79,679	\$89,259	\$92,119
12	\$77,585	\$86,185	\$95,765	\$98,625

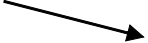
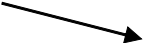
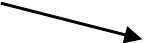
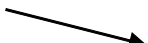
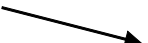
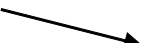
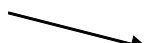
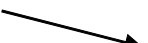
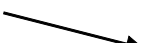
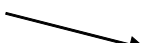
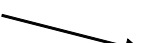
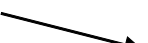






















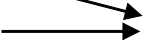

MILLBURN TEACHER GUIDE
2009-10

Step	BA/BS	MA/MS	MA+30	PhD/EdD
1	\$49,273	\$57,873	\$67,453	\$70,313
2	\$49,573	\$58,173	\$67,753	\$70,613
3	\$49,873	\$58,473	\$68,053	\$70,913
4	\$50,828	\$59,428	\$69,008	\$71,868
5	\$51,248	\$59,848	\$69,428	\$72,288
6	\$51,585	\$60,185	\$69,765	\$72,625
7	\$53,327	\$61,927	\$71,507	\$74,367
8	\$57,055	\$65,655	\$75,235	\$78,095
9	\$61,307	\$69,907	\$79,487	\$82,347
10	\$66,908	\$75,508	\$85,088	\$87,948
11	\$72,508	\$81,108	\$90,688	\$93,548
12	\$79,142	\$87,742	\$97,321	\$100,180

MILLBURN TEACHER GUIDE
2010-11

Step	BA/BS	MA/MS	MA+30	PhD/EdD
1	\$51,149	\$59,749	\$69,329	\$72,189
2	\$51,449	\$60,049	\$69,629	\$72,489
3	\$51,749	\$60,349	\$69,929	\$72,789
4	\$52,049	\$60,649	\$70,229	\$73,089
5	\$52,349	\$60,949	\$70,529	\$73,389
6	\$52,649	\$61,249	\$70,829	\$73,689
7	\$54,427	\$63,027	\$72,607	\$75,467
8	\$58,232	\$66,832	\$76,412	\$79,272
9	\$62,572	\$71,172	\$80,752	\$83,612
10	\$68,288	\$76,888	\$86,468	\$89,328
11	\$74,004	\$82,604	\$92,184	\$95,044
12	\$80,774	\$89,374	\$98,956	\$101,815

Millburn Teacher Salary Guide Movement

2007-08 Step		2008-09 Step		2009-10 Step		2010-11 Step
1		1		1		1
2		2		2		2
3		3		3		3
4		4		4		4
5		5		5		5
6		6		6		6
7		7		7		7
8		8		8		8
9		9		9		9
10		10		10		10
11		11		11		11
12		12		12		12

MILLBURN SECRETARIAL SALARY GUIDE
2008-09 GUIDE

STEP	GROUP II 10	GROUP II 12	GROUP III 10	GROUP III 12
1	\$31,387	\$38,868	\$27,593	\$34,350
2	\$31,818	\$39,299	\$28,024	\$34,781
3	\$32,250	\$39,731	\$28,455	\$35,212
4	\$32,681	\$40,162	\$28,887	\$35,644
5	\$33,159	\$40,640	\$29,364	\$36,121
6	\$33,631	\$41,117	\$29,837	\$36,599
7	\$34,119	\$41,600	\$30,319	\$37,081
8	\$35,166	\$42,647	\$31,372	\$38,129
9	\$40,131	\$44,532	\$33,256	\$40,013
10	\$43,387	\$50,867	\$39,597	\$46,354

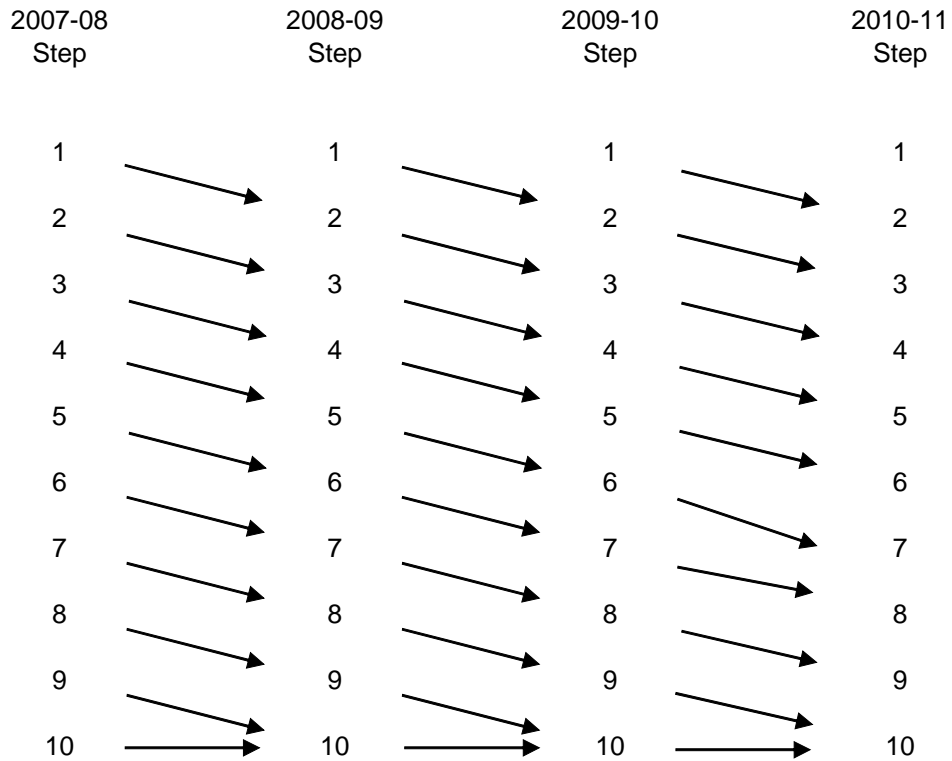
MILLBURN SECRETARIAL SALARY GUIDE
2009-10 GUIDE

STEP	GROUP II 10	GROUP II 12	GROUP III 10	GROUP III 12
1	\$32,483	\$40,225	\$28,556	\$35,549
2	\$32,929	\$40,671	\$29,002	\$35,995
3	\$33,375	\$41,117	\$29,448	\$36,441
4	\$33,822	\$41,564	\$29,895	\$36,888
5	\$34,316	\$42,058	\$30,389	\$37,382
6	\$34,805	\$42,552	\$30,878	\$37,876
7	\$35,309	\$43,052	\$31,377	\$38,375
8	\$36,393	\$44,136	\$32,467	\$39,459
9	\$41,532	\$46,086	\$34,417	\$41,410
10	\$44,901	\$52,643	\$40,980	\$47,972

MILLBURN SECRETARIAL SALARY GUIDE
2010-11 GUIDE

STEP	GROUP II 10	GROUP II 12	GROUP III 10	GROUP III 12
1	\$33,402	\$41,363	\$29,364	\$36,555
2	\$33,861	\$41,822	\$29,823	\$37,014
3	\$34,320	\$42,281	\$30,282	\$37,473
4	\$34,779	\$42,740	\$30,741	\$37,932
5	\$35,287	\$43,248	\$31,249	\$38,440
6	\$35,790	\$43,756	\$31,752	\$38,948
7	\$36,309	\$44,270	\$32,265	\$39,462
8	\$37,423	\$45,385	\$33,385	\$40,576
9	\$42,707	\$47,390	\$35,391	\$42,582
10	\$46,171	\$54,133	\$42,139	\$49,330

Millburn Secretarial Salary Guide Movement



LONGEVITY (years coaching in district)

In 6th year in Millburn District\$175

In 8th year in Millburn District\$300

In 10th year in Millburn District\$425

Head Football Pre-Practice Stipend

Head football Coach shall receive a stipend of \$255 for each week (maximum \$510) for pre-practice organization time with prior approval of Athletic Director based on Head Coach's submission of pre-practice organization plan detailing activities planned with dates and time to be expended.

CATEGORY A

Basketball (Boys/Girls)
Football
Wrestling
Athletic Trainer (Asst. Coach Level)

CATEGORY B

Baseball – Head Coach
Baseball – Assistant
Cross Country (Boys/Girls)
Field Hockey
Lacrosse (Boys/Girls)
Soccer (Boys/Girls)
Softball
Tennis (Boys/Girls)
Track (Boys/Girls)
Volleyball

CATEGORY C

Fencing
Ice Hockey
Swimming
Winter Track

CATEGORY D

Bowling
Golf

**COACHING STIPENDS
2008-2009 SY**

Category		Step 1	Step 2	Step 3	Step 4	Step 5
A	Head	\$6,252	\$7,294	\$8,336	\$9,378	\$10,420
	Assistant	\$4,689	\$5,471	\$6,252	\$7,034	\$7,815
B	Head	\$5,627	\$6,565	\$7,502	\$8,440	\$9,378
	Assistant	\$4,220	\$4,923	\$5,627	\$6,330	\$7,034
C	Head	\$5,002	\$5,835	\$6,669	\$7,502	\$8,336
	Assistant	\$3,751	\$4,376	\$5,002	\$5,627	\$6,252
D	Head	\$4,376	\$5,106	\$5,835	\$6,565	\$7,294
	Assistant	\$3,282	\$3,829	\$4,376	\$4,923	\$5,471

**COACHING STIPENDS
2009-2010 SY**

Category		Step 1	Step 2	Step 3	Step 4	Step 5
A	Head	\$6,515	\$7,600	\$8,686	\$9,772	\$10,858
	Assistant	\$4,886	\$5,700	\$6,515	\$7,329	\$8,143
B	Head	\$5,863	\$6,840	\$7,817	\$8,795	\$9,772
	Assistant	\$4,397	\$5,130	\$5,863	\$6,596	\$7,329
C	Head	\$5,212	\$6,080	\$6,949	\$7,817	\$8,686
	Assistant	\$3,909	\$4,560	\$5,212	\$5,863	\$6,515
D	Head	\$4,560	\$5,320	\$6,080	\$6,841	\$7,600
	Assistant	\$3,420	\$3,990	\$4,560	\$5,130	\$5,701

**COACHING STIPENDS
2010-2011 SY**

Category		Step 1	Step 2	Step 3	Step 4	Step 5
A	Head	\$6,789	\$7,920	\$9,051	\$10,182	\$11,314
	Assistant	\$5,091	\$5,939	\$6,789	\$7,637	\$8,485
B	Head	\$6,109	\$7,128	\$8,145	\$9,164	\$10,182
	Assistant	\$4,582	\$5,345	\$6,109	\$6,873	\$7,637
C	Head	\$5,431	\$6,336	\$7,241	\$8,145	\$9,051
	Assistant	\$4,073	\$4,752	\$5,431	\$6,109	\$6,789
D	Head	\$4,752	\$5,544	\$6,335	\$7,128	\$7,919
	Assistant	\$3,564	\$4,158	\$4,752	\$5,345	\$5,940

SCHEDULE C
MILLBURN PUBLIC SCHOOLS
2008-11 SALARY GUIDE OF EXTRA PAY FOR EXTRA SERVICES

HIGH SCHOOL	2008-09	2009-10	2010-11
ACTIVITY			
Academic Journal: Cellar Door	\$1,191	\$1,241	\$1,293
Activities Coordinator	\$5,242	\$5,462	\$5,691
Amnesty International	\$1,191	\$1,241	\$1,293
Art Club (2)	\$1,191	\$1,241	\$1,293
Astronomy	\$1,191	\$1,241	\$1,293
Bibliophiles	\$1,191	\$1,241	\$1,293
Celtic History Club	\$1,191	\$1,241	\$1,293
Cheerleading, Head	\$3,574	\$3,724	\$3,880
Cheerleading, Asst.	\$2,412	\$2,513	\$2,619
Chess Club (2)	\$1,191	\$1,241	\$1,293
Choreographer	\$1,070	\$1,115	\$1,162
Cinderella's Wish	\$1,191	\$1,241	\$1,293
Communication Abroad Club	\$1,191	\$1,241	\$1,293
Computer Club	\$1,191	\$1,241	\$1,293
Cooking	\$1,191	\$1,241	\$1,293
Creative Writing Club	\$1,191	\$1,241	\$1,293
DECA	\$1,191	\$1,241	\$1,293
Drama Club	\$1,191	\$1,241	\$1,293
Environment Club	\$1,191	\$1,241	\$1,293
Far East Asian Club	\$1,191	\$1,241	\$1,293
French Book Club	\$1,191	\$1,241	\$1,293
French Club	\$1,191	\$1,241	\$1,293
French Magazine	\$1,191	\$1,241	\$1,293
Future Business Leaders	\$1,191	\$1,241	\$1,293
Future Physicians & Nurses	\$1,191	\$1,241	\$1,293
Gay/Straight Alliance	\$1,191	\$1,241	\$1,293
German Club	\$1,191	\$1,241	\$1,293
Greenhouse Club	\$1,191	\$1,241	\$1,293
Helping Hands	\$1,191	\$1,241	\$1,293
Ice Skating Club	\$1,191	\$1,241	\$1,293
InfoForum	\$1,191	\$1,241	\$1,293
Interact	\$1,191	\$1,241	\$1,293

ACTIVITY	2008-09	2009-10	2010-11
International Club	\$1,191	\$1,241	\$1,293
Italian Club	\$1,191	\$1,241	\$1,293
Italian Magazine	\$1,191	\$1,241	\$1,293
Jewish Culture Club	\$1,191	\$1,241	\$1,293
Junior Statesman	\$1,191	\$1,241	\$1,293
Key Club	\$1,191	\$1,241	\$1,293
Latin Club	\$1,191	\$1,241	\$1,293
Les Cabotins	\$1,191	\$1,241	\$1,293
Literary Magazine	\$2,800	\$2,918	\$3,041
Lunch Buddies	\$1,191	\$1,241	\$1,293
Math Club	\$1,191	\$1,241	\$1,293
Media Arts (Movie) Club	\$1,191	\$1,241	\$1,293
Mock Trial	\$1,191	\$1,241	\$1,293
Model UN (Harvard)	\$1,191	\$1,241	\$1,293
Model UN (John Hopkins)	\$1,191	\$1,241	\$1,293
Modern Issues Club	\$1,191	\$1,241	\$1,293
Opportunity Project	\$1,191	\$1,241	\$1,293
Orchestra Conductor	\$1,338	\$1,394	\$1,453
P.A.I.R.S. Club (2)	\$1,191	\$1,241	\$1,293
Peer Buddy	\$1,191	\$1,241	\$1,293
Peer Leaders (2)	\$1,191	\$1,241	\$1,293
Peer Tutoring	\$1,191	\$1,241	\$1,293
Photography Club	\$1,191	\$1,241	\$1,293
Poetry Club	\$1,191	\$1,241	\$1,293
Princeton Model Congress	\$1,191	\$1,241	\$1,293
Project Graduation Liaison	\$1,788	\$1,863	\$1,941
Russian Club	\$1,191	\$1,241	\$1,293
Red Cross Club	\$1,191	\$1,241	\$1,293
Science Activities	\$1,191	\$1,241	\$1,293
Science & Technology Club	\$1,191	\$1,241	\$1,293
Social Studies Activities	\$1,191	\$1,241	\$1,293
Shakespeare Club	\$1,191	\$1,241	\$1,293
S.O.S.	\$1,191	\$1,241	\$1,293
Squash	\$1,191	\$1,241	\$1,293
Spanish Club	\$1,191	\$1,241	\$1,293
Spanish Magazine	\$1,191	\$1,241	\$1,293
Spanish Newspaper	\$1,191	\$1,241	\$1,293
Student Government	\$1,788	\$1,863	\$1,941
Varsity Club (2)	\$1,191	\$1,241	\$1,293

ACTIVITY	2008-09	2009-10	2010-11
Intramurals/Weight Room	\$30.21	\$31.48	\$32.80
Wildlife Conservation (P.A.W.)	\$1,191	\$1,241	\$1,293
Women's Issues	\$1,191	\$1,241	\$1,293
<u>FOREIGN EXCHANGE</u>			
French	\$1,191	\$1,241	\$1,293
Italian	\$1,191	\$1,241	\$1,293
Spanish (2)	\$1,191	\$1,241	\$1,293
<u>COACHES</u>			
Academic Quiz Bowl	\$5,897	\$6,145	\$6,403
Asst. Academic Quiz Bowl	\$1,769	\$1,843	\$1,920
Debating Team	\$5,897	\$6,145	\$6,403
Asst. Debate Team	\$1,769	\$1,843	\$1,920
<u>DIRECTORS</u>			
Drama Director	\$4,766	\$4,966	\$5,175
Drama Assistant Director	\$1,430	\$1,490	\$1,553
Band Activities	\$6,550	\$6,825	\$7,112
Associate Band Director	\$4,913	\$5,119	\$5,334
Asst. Band Activities (2)	\$2,382	\$2,482	\$2,586
Miller (Newspaper)	\$6,286	\$6,550	\$6,825
Millwheel (Yearbook)	\$6,286	\$6,550	\$6,825
Musical Producer	\$1,609	\$1,677	\$1,747
Musical Director	\$5,361	\$5,586	\$5,821
Musical Assistant Director	\$3,159	\$3,292	\$3,430
Rehearsal Accompanist	\$1,140	\$1,188	\$1,238
Stage Production	\$1425/month	\$1485/month	\$1547/month
Vocal Director	\$2,979	\$3,104	\$3,234
<u>SPONSORS</u>			
Grade 9	\$2,382	\$2,482	\$2,586
Grade 10	\$2,382	\$2,482	\$2,586
Grade 11	\$2,382	\$2,482	\$2,586
Grade 12	\$2,382	\$2,482	\$2,586
Senior Projects (5)	\$1,191	\$1,241	\$1,293

**SCHEDULE C
MILLBURN PUBLIC SCHOOLS
2008-11 SALARY GUIDE OF EXTRA PAY FOR EXTRA SERVICES**

MIDDLE SCHOOL

<u>ADVISORS</u>	2008-09	2009-10	2010-11
AV Coordinator	\$2,382	\$2,482	\$2,586
Class Sponsors (3)	\$1,191	\$1,241	\$1,293
Environmental	\$1,191	\$1,241	\$1,293
Handbook	\$1,788	\$1,863	\$1,941
Humanities Enrichment	\$1,788	\$1,863	\$1,941
Math Counts	\$1,191	\$1,241	\$1,293
Mathematics Enrichment	\$1,788	\$1,863	\$1,941
Music	\$3,179	\$3,313	\$3,452
Newspaper	\$2,120	\$2,210	\$2,303
Peer Leadership Coordinator (3)	\$1,890	\$1,970	\$2,053
Peer Leadership Advisor (15)	\$1,191	\$1,241	\$1,293
Potpourri	\$2,120	\$2,210	\$2,303
School Bookstore	\$1,191	\$1,241	\$1,293
Student Council	\$1,788	\$1,863	\$1,941
Yearbook	\$3,574	\$3,724	\$3,881

DIRECTORS

Musical Director	\$5,361	\$5,586	\$5,821
Asst. Musical Director	\$3,150	\$3,282	\$3,420
Stage Production	\$1425/month	\$1485/month	\$1547/month
Stage Sets	\$1,788	\$1,863	\$1,941
Stage Technicians	\$2,120	\$2,210	\$2,303
Team Leader	\$648	\$675	\$703
Vocal Director (Spring)	\$3,000	\$3,126	\$3,257

**ELEMENTARY
SCHOOLS**

Enrichment Activities	\$2,057	\$2,143	\$2,233
Environmental Club	\$1,191	\$1,241	\$1,293
Newscaster's Club	\$1,191	\$1,241	\$1,293
Peer Buddy	\$1,191	\$1,241	\$1,293
Peer Tutoring	\$1,191	\$1,241	\$1,293
Safety Patrol Sponsor	\$1,788	\$1,863	\$1,941
Student Council	\$1,788	\$1,863	\$1,941
Family Math	\$62.00/Hr.	\$62.00/Hr.	\$62.00/Hr.
Family Science	\$62.00/Hr.	\$62.00/Hr.	\$62.00/Hr.
Homework Helpers/NJASK	\$65.00/Hr.	\$65.00/Hr.	\$65.00/Hr.
Parent Training	\$62.00/Hr.	\$62.00/Hr.	\$62.00/Hr.
Reading Academy	\$58.00/Hr.	\$58.00/Hr.	\$58.00/Hr.