

AGREEMENT

between

***MIDDLETOWN TOWNSHIP
ADMINISTRATORS ASSOCIATION***

and

***MIDDLETOWN TOWNSHIP
BOARD OF EDUCATION***

JULY 1, 2006 – JUNE 30, 2009

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ARTICLE ONE
Recognition

The Board of Education agrees to and hereby does recognize the Middletown Township Administrators Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all professional administrative and supervisory personnel, which includes principal, assistant principal, and director, pursuant to the provisions of NJS 34:13A-1, *et seq.*

ARTICLE TWO
Negotiating Procedure

- 2:1 The parties agree to engage in collective negotiations over a successor agreement, pursuant to law.
- 2:2 This agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiations. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.
- 2:3 The agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.
- 2:4 This agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009, subject to the Association's right to negotiate over a successor agreement.

ARTICLE THREE
Compensation

- 3:1 The salaries of all administrators shall be as set forth as attached hereto.
- 3:2 An administrator may individually elect to have ten percent or more of his/her salary deducted from his/her pay. The Board Secretary shall forward these moneys to the Mon-Oc Teachers Federal Credit Union, for deposit in the administrator's personal account, no later than the last day of each month in which said moneys are payable.
- 3:3 When a payday falls on or during a school holiday, vacation, or weekend, administrators shall receive their paychecks on the last workday preceding such holiday, vacation or weekend.

ARTICLE FOUR
Insurance Protection

- 4:1 The administrators and their dependents shall be provided hospitalization and major medical health benefits equal to or greater than the group plan in effect on November 1, 2000.
- 4:2 The administrators and their dependents shall be provided dental coverage equal to or greater than the group plan in effect on November 1, 2000.
- 4:3 The administrators and their dependents shall be provided individual/family prescription coverage, with a \$0/\$6.00 co-pay. Such plan shall be equal to or greater than the group plan in effect on November 1, 2000.
- 4:4 The aforementioned insurance coverage shall become effective for new administrators as of the first day of employment, in accordance with the terms of the respective policies. The Board shall make payment of insurance premiums for new administrators, commencing in the month that the new administrator is eligible for said coverage under the terms of the master insurance contract.
- 4:5 The Board agrees that, should a tenured administrator's employment terminate at the end of the school year, the insurance coverage provided herein shall be continued in force for the months of July and August.
- 4:6 The Board shall have the right to change or substitute another carrier for the above coverages, provided that such change or substitution shall result in the administrators receiving total benefits which are equal to or surpass the benefits provided in the aforementioned plans.
- 4:7 Administrators who elect health insurance shall make annual contributions toward the cost of coverage through payroll deductions in the following amounts, effective July 1, 2003:
- | | | |
|---------------|------|------------------|
| <u>Single</u> | -or- | <u>Dependent</u> |
| \$750 | | \$1,450 |
- 4:8 The Board will continue the pre-tax plan, if allowable by law, to enable employees to pay for contributions with pre-tax dollars.
- 4:9 Should there be a change in the health insurance coverage for any district unit, the MTAA shall have the right to open negotiations on that aspect of the agreement.
- 4:10 A sufficient number of brochures printed by the health insurance carrier and the major medical insurance carrier, which explain the health care insurance coverage provided in this article, shall be made available to the Association.
- 4:11 Any unit member shall be allowed, at his or her option, to waive voluntarily all health (medical, dental and prescription) insurance coverage provided by the school district. Any unit member who exercised that option shall be paid, over the course of the fiscal

year, on the same terms and payment schedule as are currently established for other school district employees.

- 4:12 Notwithstanding any other provision of this Article, any unit member receiving health insurance through the Teachers Pension and Annuity Fund/New Jersey State Health Benefits Plan shall not be eligible for health insurance benefits under this Agreement and shall not be eligible for the health insurance waiver option established pursuant to Article 4:11.
- 4:13 Effective July 1, 2006, the “flow-through” provision of the traditional insurance coverage and the 10% reimbursement provisions of the Point of Service coverage shall be eliminated.

ARTICLE FIVE
Administrators' Rights, Privileges and Responsibilities

- 5:1 When proposals affecting the school district are being negotiated by the Board with any group, the Association shall have the right, upon request, to meet with the Superintendent and Board to give the administrators a voice in the formation of those decisions which they would be required to implement.
- 5:2 Whenever controversy over an administrative decision arises, members of the Association shall have the right to prior private conference with the Superintendent and/or the Board before the Board adopts a public position regarding it.
- 5:3 All members of the Association shall have the obligation and responsibility to give public support or private dissent to decisions and policies made by the Superintendent and/or the Board, to be conscientious in the discharge of their duties, and to conform to high standards of ethical and professional conduct.
- 5:4 Supervision of secretaries and custodians will be in the hands of the administrator to whom they are responsible. This includes, but shall not be limited to, work schedules and vacation days.
- 5:5 Whenever any administrator is required to appear before the Superintendent, Board of Education, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that administrator in the office, position, or employment, or the salary or any increments pertaining thereto, then the administrator shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a person of the administrator's own choosing present to advise and represent the administrator during such meeting or interview.
- 5:6 The Board agrees to furnish to the Association, in response to request, any and all materials that are a matter of public record. The Board can charge a reasonable amount in providing this request, in accordance with Board policy.

5:7 The officers of the Association shall meet with the Superintendent three times a year, or more often, if mutually agreed upon, to review and discuss current school problems and practices. These meetings shall take place immediately following the school day.

ARTICLE SIX
Administrative Vacancies

6:1 Whenever school is in session and an administrative vacancy occurs, a notice of same shall be sent to each administrator, and a copy shall be sent to the Association. The notice of vacancy shall set forth the position, its qualifications, its duties, and the rate of compensation. It is understood that the qualifications for any position shall not be changed while applications are pending. To implement the foregoing, known vacancies will be advertised within five school days of the date they become official.

6:2 An administrator who desires to apply for a promotional position which may become vacated during the summer period, when school is not regularly in session, may submit the administrator's name to the Superintendent, together with the position for which application is being made, and the address where the administrator may be reached during the summer. As far in advance as practical, the Superintendent shall notify such administrative employee of any such vacancy in a position for which application has been made.

6:3 The Association will be notified of the identity of the person selected for the position within sixty calendar days of the last day for filing of applications; or, if the position has not been filled within that period, of the reason for the delay.

ARTICLE SEVEN
Transfers

7:1 **Voluntary:**

7:1.1 The request for transfer shall be submitted to the Superintendent for endorsement before June 30.

7:1.2 The Superintendent shall acknowledge receipt of the request and may schedule an interview with the transfer candidate within sixty days.

7:1.3 The Superintendent shall inform the transfer candidate of the final decision, in writing, within sixty calendar days.

7:2 **Involuntary:**

7:2.1 The Board agrees that if an administrator is to be transferred or reassigned, the Superintendent shall, except in cases of emergency, notify the administrator of such transfer or reassignment as per Board Policy No. 4114. Should a transfer be made

during the regular summer vacation, the transferee shall be notified, by registered mail, at the last known address.

- 7:2.2 In the event of a transfer or reassignment, the administrator involved, at the administrator's option, may request a meeting with the Superintendent or his designee to discuss the transfer. Such request will be granted.

ARTICLE EIGHT
Curriculum Determination

The Association agrees that the Board has the unilateral right to establish and change the curriculum. Notwithstanding this Board prerogative, the parties do not intend to preclude administrators from initiating curriculum changes. Prior to any proposed curriculum change being made, the administrator affected shall be notified of such proposal.

ARTICLE NINE
Grievance Procedure

- 9:1 A "grievance" shall mean a *bona fide* allegation of a violation of this agreement, or Board policy or procedure affecting terms and conditions of employment.
- 9:2 The following matters shall not be the basis of any grievance filed under this article:
- 9:2.1 Any rule or regulation of the state Department of Education having the force and effect of law.
- 9:2.2 Any rule or regulation of the state Commissioner of Education having the force and effect of law.
- 9:2.3 Any matter which, according to law, is beyond the scope of Board authority.
- 9:2.4 Any matter which, according to law, is exclusively within the discretion of the Board.
- 9:2.5 Any matter for which a method of review is otherwise specifically provided by law.
- 9:2.6 Any matter reserved for the Commissioner of Education's jurisdiction, pursuant to NJS 18A:6-9.
- 9:2.7 Any matter which does not identify that portion of the agreement, or Board policy or procedure, which was allegedly violated.
- 9:3 "Grievant" shall mean an administrator believing to have been, or to be, grieved, or the Association, in those instances provided for in 9:12 and 9:13 below. Should the

Association grieve on behalf of an individual grievant, the latter must comply with the provisions of 9:23 below.

- 9:4 "Immediate superior" for a principal or central office director shall mean the Superintendent. "Immediate superior" for an assistant principal or department supervisor shall mean the building principal. "Immediate superior" for a central office supervisor shall mean the appropriate district administrator.
- 9:5 "Principal" shall mean the building principal, or such other person duly appointed to act as principal in the principal's absence.
- 9:6 "Superintendent" shall mean the Superintendent of Schools, or any staff assistant he may designate to work on his behalf.
- 9:7 A grievance, to be considered under this procedure, shall be presented by the grievant or a representative not later than fifteen calendar days following its occurrence. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve the grievance as quickly as possible. A grievance which occurs near the end of the school year shall be presented on or before June 30th of the school year in which it occurred.
- 9:8 A grievant may present and process a grievance personally or through an appropriate representative. Should a grievant want to process a grievance personally, or through an appropriate representative of the grievant's own choosing, it may be done; however, the majority unit shall be so notified and shall have the right to have its own representative present.
- 9:9 No reprisals shall be taken, by the Board or Administration, against any administrator because the administrator utilized the grievance procedure.
- 9:10 Should a grievance result from action by the Superintendent or the Board, a grievant may present a grievance initially as provided in 9:19.
- 9:11 Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.
- 9:12 Grievances arising from actions other than those of the immediate superior (administrator) may be initiated and processed as provided in 9:19. Where such action is a public action of the Board, the grievance may be initiated and processed with the Board as provided in 9:22.
- 9:13 If the alleged violation of the agreement is attributable to concerted action of the administrators in the district, or attributable to an administrator not limited to functioning in one building, or to the Office of the Superintendent, or to the Board directly, then the Association shall have the right to grieve under this article, and any and all of its provisions, to seek relief from the alleged violation.

- 9:14 The Association's right to grieve provides for the enforcement and administration of its agreement with the Board, and does not intend violation of the individual's rights under law.
- 9:15 A grievant may initially discuss the matter identified as a grievance with the grievant's immediate superior, in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in 9:7.
- 9:16 A grievant may file a grievance in writing by presenting the written grievance to the immediate superior and forwarding copies to the Board and the Association.
- 9:17 The grievant and the immediate superior shall meet, in an attempt to resolve the grievance, not later than five school days following the date on which it was filed.
- 9:18 The immediate superior shall communicate the decision, in writing, to the grievant no later than five school days following their meeting. A copy of the decision shall be forwarded, at the same time, to the Board and to the Association.
- 9:19 If the grievance has not been resolved at the initial step (immediate superior), or if the immediate superior has not communicated his decision in writing to the grievant as provided in 9:18, the grievant may request a hearing with the Board or its representative. The request shall clearly explain the grievance, be made in writing, and be submitted not later than five school days following the immediate superior's decision.
- 9:20 An authorization and consent signed by the grievant shall be attached to any request for a hearing with the Board, or its representative, expressly authorizing the Association to act on the grievant's behalf, and expressly consenting that any and all matters discussed with the representatives of the Association shall be considered privileged, and that the Board and the Association, in discussing such matters, are doing so at the grievant's expressed request, and shall be free of any liability whatsoever arising from such discussion, or as a consequence thereof. Should the Association at this time decide that it wants to identify with the individual grievant as a party to the grievance, in the processing of same, it shall do so by notifying the Board in writing prior to the time the hearing takes place between the Board and the grievant. Should the Association so notify the Board, it shall have the same rights as an individual grievant in the continued processing of the grievance.
- 9:21 The grievant and the Board or its representatives, in an attempt to resolve the grievance, shall meet not later than ten school days following the date on which the hearing was requested. The grievant may have up to three representatives present when the grievance is reviewed by the Board or its representatives.

- 9:22 The Board shall communicate its decision to the grievant, in writing, not later than fifteen school days following the hearing. A copy of the decision shall be forwarded, at the same time, to the Association.
- 9:23 Should the Association decide that, based on the Board's decision, the grievance is satisfactorily adjusted, then the Board's decision shall be binding on all parties.

ARTICLE TEN
Arbitration

- 10:1 Should the Association be dissatisfied with the decision rendered by the Board on the grievance, it may have the grievance arbitrated. No grievance shall be arbitrated if the request for arbitration is made later than ten school days following the rendering of the Board's decision on the grievance. Request for arbitration shall be made in written form and forwarded to PERC by certified mail/return receipt requested. A copy of said request shall be simultaneously forwarded to the Board Secretary.
- 10:2 The arbitrator shall issue the decision not later than thirty days from the date the hearing is closed; or, if oral hearings have been waived, then from the date the final statements and proofs are transmitted to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of this agreement, Board policy or procedures, or of applicable law, or rules or regulations having the force and effect of the law.
- 10:3 The arbitrator's fee shall be shared equally by the parties to the dispute.
- 10:4 The filing or pendency of any grievance under the provisions of this article, or of Article Nine, shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of; subject, however, to the decision of the arbitrator.
- 10:5 The arbitrator, at his/her discretion, shall have the authority to decide:
- 10:5.1 Whether the allegation of a violation of the agreement is *bona fide*.
- 10:5.2 Whether the allegation of a violation of the agreement has a basis, or whether it falls within the provision of Sections 9:1 and 9:2.
- 10:5.3 Whether the grievance is arbitrable.
- 10:5.4 The merits of the grievance.
- 10:6 Should the arbitrator find that the allegation of the violation of the agreement is not *bona fide*, or that the grievance is without basis, or that the grievance is not otherwise arbitrable, then, and in that event, the Board's decision on the grievance shall be binding on the parties.
- 10:7 Should the contrary be found, the arbitrator's decision shall be binding on the parties.

ARTICLE ELEVEN
Extended Leaves of Absence

- 11:1 Leaves of absence without pay may be granted by the Board for good reason.
- 11:2 All benefits to which an administrator was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon return, and the administrator shall be assigned to the same position which was held at the time said leave commenced, if available; or, if not, to a substantially equivalent position.
- 11:3 Applications for leaves of absence, extensions, or renewals of leaves, shall be made by April 1 whenever possible; but in any event, not later than sixty days prior to the effective date of same.
- 11:4 All leaves of absence, extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE TWELVE
Sick Leave

- 12:1 **Sick Leave:**
- 12:1.1 All administrators employed for twelve months shall be entitled to twelve sick leave days for personal illness or injury each school year, as of the first work day of said school year. Unused sick leave days shall be accumulated from year to year in accordance with the law.
- 12:1.2 An administrator may be allowed a maximum of five school days in any one year with full pay for illness within the immediate family, to be subtracted from the sick leave days.
- 12:2 **Cumulative Leave:**
- 12:2.1 The total number of sick leave days that may be used by an administrator in any one school year shall be the current annual sick leave allowance of twelve working days for those employed on a twelve-month basis, plus the accumulated reserve.
- 12:2.2 An administrator within the negotiating unit who is appointed after the opening of school shall be credited with the proper total number of sick leave days for the school year.

- 12:2.3 At the beginning of an administrator's term of employment each year, and regardless of the time of beginning actual service, his/her sick leave allowance for that year, as defined above, shall be available for immediate use.
- 12:2.4 Absences on sick leave shall be charged first to the annual allowance of any administrator, until it is fully utilized, and thereafter to the accumulated credit.
- 12:2.5 When an administrator's allowable sick leave has been exhausted for the current year due to serious illness, additional sick leave may be granted by special action of the Board. Such cases may also be considered for establishing a new allowable sick leave for the following year.
- 12:3 **Medical Certification:** In case of sick leave claimed, the Board may require a physician's certificate to be filed with the Board Secretary in order to obtain sick leave.
- 12:4 **Quarantine:**
- 12:4.1 When quarantine is not because of personal illness, but results from illness within the administrator's immediate household, the administrator shall be allowed full pay, providing a certificate from the health office of the community or from the school physician is presented and filed with the Superintendent. When the quarantine is because of personal illness, 12:1.1 shall apply.
- 12:4.2 No administrator shall lose the accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the administrator accumulate sick leave while on a leave of absence.
- 12:5 **Unused Sick Leave at Retirement:**
- 12:5.1a.1 Administrators who retire under the provisions of the TPAF after completing a minimum of fifteen years in Middletown Township shall receive reimbursement for accumulated unused sick leave, at the rate of \$80 per day, with a cap of \$20,000.
- 12:5.1a.2 Effective July 1, 2004, Administrators who retire under the provisions of the TPAF after completing a minimum of fifteen years in Middletown Township shall receive reimbursement for accumulated unused sick leave, at the rate of \$80 per day, with a cap of \$15,000.
- 12:5.1a.3 Administrators hired after July 1, 2003 who retire under the provisions of the TPAF after completing a minimum of fifteen years in Middletown Township shall receive reimbursement for accumulated unused sick leave, at the rate of \$80 per day, with a cap of \$12,500.
- 12:5.1b In the event an administrator dies in service, the provisions of 12:5.1a shall be implemented and paid to the estate of the administrator.
- 12:5.2 Notice of retirement shall be given by December 1 for payment in the current year. Notice thereafter shall result in payment the succeeding school year.

ARTICLE THIRTEEN
Attendance at Conventions

13:1 The Board shall pay the expenses (registration, lodging, travel, food) for unit members to attend conventions, conferences, workshops, and seminars that generally cover the topics of building administration, curriculum development, supervision of instruction, educational technology, teaching and learning, new and emergency programs in the field of education. Each year of the agreement: three unit members may attend national/regional conventions/conferences, etc. (two days or more); four unit members may attend statewide conferences, conventions, etc. (two days or more); ten unit members may attend one-day (within driving distance) conferences/seminars. Applications must be made to the Superintendent for approval to attend such activities at least thirty days in advance. The Superintendent may not withhold his/her approval arbitrarily.

ARTICLE FOURTEEN
Vacations

14:1 Unit members employed prior to July 1, 2000 shall be entitled to twenty-two vacation days annually, which days shall be allocated effective as of July 1. Unit members employed on or after July 1, 2000 and before July 1, 2003 shall be entitled to twenty vacation days annually, which days shall be allocated effective as of July 1. Unit members hired on or after July 1, 2003 shall be entitled to twenty vacation days annually, which days shall accrue on a month-to-month basis at the rate of 1.67 days per month. Administrators hired after July 1 of any year shall receive pro-rated vacation days.

14:2 Unit members may carryover a maximum of five unused vacation days annually up to a maximum of twenty days. No unit member may ever have more than 42/40 vacation days available, which limitation shall apply effective August 15 each year.

14:3 All use of vacation days will be requested in writing and must be approved by the Superintendent. The Superintendent shall not arbitrarily withhold his/her approval.

14:4 Administrators shall have from July 1 of the school year in which vacation time is earned through August 15 of the next succeeding school year to use their vacation time.

ARTICLE FIFTEEN
Temporary Leaves of Absence

15:1 Administrators shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year, not chargeable to sick leave or personal days:

- 15:1.1 Reasonable time, in the judgment of the Superintendent, shall be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- 15:1.2 Reasonable time, in the judgment of the Superintendent, shall be granted for representatives of the Association to attend conferences and conventions of state and national affiliated organizations.
- 15:1.3 Time necessary shall be granted for appearances in any legal proceeding which arises out of or in the course of the administrator's employment, or in any other legal proceedings, if the administrator is required by *subpoena* to attend and is not a party to a suit. If an administrator is a party to a suit which does not arise out of or in the course of employment, absence from school in that connection shall be without pay or charged to personal days.
- 15:1.4 Up to five school days shall be granted in the event of death or serious illness of the administrator's spouse, child, parent, grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, father-in-law, mother-in-law, and any other member of the immediate household. In the event of the death of an administrator, supervisor, teacher or student in the Middletown Township Public School District, the Superintendent shall grant an appropriate number of administrators sufficient time off to attend the funeral.
- 15:1.5 Time necessary, in the judgment of the Superintendent, shall be granted at the end of a school year or at the beginning of a school year, as may be required to attend summer school classes and to travel to the place where such classes are to be held.
- 15:1.6 Administrators who are members of the reserve forces of any branch of the military or of the National Guard shall be entitled to leave of absence from their respective duties without loss of pay or time on all days during which they shall be engaged in active duty, active duty for training, or other duty ordered by the Governor or the President of the United States, provided that the leaves of absence for active duty or active duty for training shall not exceed ninety days in the aggregate in any one year.
- 15:1.7 Up to three personal days shall be granted except immediately before or after a school break or vacation. At the end of each school year, unused personal days shall be added to each employee's accumulated sick leave.
- 15:1.8 Other leaves of absence with pay may be granted by the Board for good reason.
- 15:2 Leaves taken pursuant to 15:1 above shall be in addition to any sick leave to which the administrator is entitled.

ARTICLE SIXTEEN
Sabbatical Leaves

A sabbatical leave shall be granted to an administrator by the Board for study, including study in another area of specialization, for travel, for rest or rehabilitation, and for other reasons of value to the school system, subject to the following conditions:

- 16:1 The administrator has completed at least seven full school years of service in the Middletown Township School District, and is completely and thoroughly trained, certificated, and holds tenure in the position which is occupied, and, in the opinion of the Superintendent, results of such sabbatical leave would be in the best interest of the school district.
- 16:2 An administrator may not be granted a sabbatical leave more often than once every seven years.
- 16:3 An administrator on sabbatical leave for a school year shall be paid by the Board at one-half the regular salary, subject to 16:5.
- 16:4 Salary payments will be made on the same basis as the regular staff payroll, unless a request is made for payment at less frequent intervals. In no event shall such payment be advanced.
- 16:5 When sabbatical leave is acquired for a National Science Foundation or other institutional grant, moneys received from the foundation or institution, plus sabbatical leave moneys from the Board, shall not exceed in total amount the administrator's full contracted salary. Should moneys from all the above sources exceed the administrator's full contracted salary, payments by the Board shall be reduced in order that the administrator will not receive more than his full contract salary.
- 16:6 Expense moneys provided by a foundation or an institution, while an administrator is on sabbatical leave for a sponsored year by such foundation or institution, will not be counted as salary moneys.
- 16:7 If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of one percent of the Association, or at least one qualified member of the Association, at any one time.
- 16:8 Requests for sabbatical leave must be received by the Superintendent, in writing, in such form as may be mutually agreed upon by the Association and the Superintendent, no later than January 15, and action must be taken on all such requests no later than May 15 of the school year preceding the school year for which the sabbatical leave is requested. The request shall be accompanied by a written plan outlining how the sabbatical leave would be used.
- 16:9 Full pension payment on full contract salaries must be paid by the administrator on sabbatical leave to sustain full pension rights.

- 16:10 Upon return from sabbatical leave, an administrator shall be placed on the salary schedule at the level which the administrator would have achieved had the administrator remained actively employed in the system during the period of the absence.
- 16:11 It is expected that any administrator who has taken a sabbatical leave will, upon completion of such leave, remain as an administrator within the Middletown Township School District for a period of no less than two school years.
- 16:12 Before any sabbatical leave is granted, the administrator shall enter into a written agreement with the Board, which shall provide for reimbursement to the Board should the administrator not remain within the Middletown Township School District as an administrator for two years following the sabbatical leave. The Board may, depending on the circumstances, waive the requirement of reimbursement, or any part thereof. However, it is understood that if the administrator is unable to continue the employment for the expected two-year period following a sabbatical leave due to reasons of health, the administrator would not be required to reimburse the Board for moneys paid while absent on sabbatical leave.

ARTICLE SEVENTEEN
Administrator Work Load and Work Year

- 17:1 Twelve-month administrators shall be required to work five days a week, fifty-two weeks a year, with the exception of legal holidays established by the Board, and twenty-two or twenty paid vacation days.
- 17:2 The parties agree that building-based administrators may be assigned additional district- wide duties at the discretion of the Superintendent of Schools.
- 17:3 Whenever an administrator is required to work when school is otherwise closed, pursuant to the 12-month calendar, a compensatory day shall be granted in lieu thereof. Such day shall be lost in the event it is not used within the school year that it is earned.
- 17:4 The parties agree that efforts will be made to schedule, as soon as possible each school year, those activities which will need administrative supervisory coverage beyond the school day or on weekends. The principal will, in his/her judgment, be permitted the flexibility to arrange this coverage in accordance with the assistant principal job description adopted October 5, 1982, which is made a part hereof. Administrative supervisory coverage for activities not anticipated will be arranged through an equitable or rotating assignment by the principal, after consulting the prospective administrators that are to or may be assigned.

ARTICLE EIGHTEEN

Salary Deductions

- 18:1 The Board agrees to deduct from the salaries of its administrators, after reasonable advance notice, dues for such associations as said administrators individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the state Department of Education. Said moneys, together with records of any corrections, shall be transmitted to the aforementioned association for whom they were collected, by the 15th of each month following the monthly pay period in which deductions were made.
- 18:2 Upon request, the Board agrees to deduct the moneys from each regular salary check and forward those sums to the Mon-Oc Teachers FCU.

ARTICLE NINETEEN

Saving Clause

Should any provision thereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by any other administrative agency, state or federal, the remainder of this agreement, or the application of any such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE TWENTY

Miscellaneous

- 20:1 **School Calendar:** On or before March 1, the Association shall request a copy of the proposed school calendar for review and recommendations prior to its consideration by the Board of Education.
- 20:2 Whenever possible, a building principal will be allowed an opportunity for input regarding the selection of any staff member who is to be assigned to the building.
- 20:3 Evaluation of administrators shall be in accordance with Board policy number 4116 and procedures 4116R (Evaluating Administrative Personnel) and shall remain in effect during the term of this agreement.

ARTICLE TWENTY-ONE
Duration of Agreement

This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009; and

IN WITNESS WHEREOF, on this 5th day of July, 2006, the parties hereto have caused these presents to be signed by their duly authorized officers.

MIDDLETOWN TOWNSHIP
BOARD OF EDUCATION

MIDDLETOWN TOWNSHIP
ADMINISTRATORS ASSOCIATION

Dawn Diorio, President

Patrick Houston, President

**MTAA SALARY GUIDES
2006-2009**

| | Step | 06/07 | 07/08 | 08/09 |
|------------------------|-------------|--------------|--------------|--------------|
| H.S. Principals | 1 | 101,260 | 102,260 | 104,260 |
| | 2 | 103,320 | 104,320 | 106,320 |
| | 3 | 105,380 | 106,380 | 108,380 |
| | 4 | 107,900 | 108,900 | 110,900 |
| | 5 | 110,430 | 111,430 | 113,430 |
| | 6 | 112,890 | 113,890 | 115,890 |
| | 7 | 116,400 | 117,400 | 119,400 |
| | 8 | 120,460 | 121,460 | 123,460 |
| | 9 | 123,440 | 124,440 | 126,440 |
| | 10 | 127,750 | 127,750 | 130,940 |
| | 11 | | | 132,520 |
| | 12 | | | 135,320 |

| | Step | 06/07 | 07/08 | 08/09 |
|------------------------|-------------|--------------|--------------|--------------|
| M.S. Principals | 1 | 99,380 | 101,380 | 102,380 |
| | 2 | 101,880 | 103,880 | 104,880 |
| | 3 | 104,430 | 106,430 | 107,430 |
| | 4 | 107,000 | 109,000 | 110,000 |
| | 5 | 111,000 | 112,000 | 113,000 |
| | 6 | 115,030 | 116,030 | 117,030 |
| | 7 | 119,340 | 120,340 | 121,340 |
| | 8 | 122,300 | 123,300 | 124,300 |
| | 9 | 126,670 | 126,470 | 127,470 |
| | 10 | 131,480 | 130,920 | 130,720 |
| | 11 | 136,290 | 135,400 | 135,250 |
| | 12 | | 139,700 | 143,190 |

| | Step | 06/07 | 07/08 | 08/09 |
|-------------------------|-------------|--------------|--------------|--------------|
| Elem. Principals | 1 | 97,730 | 98,730 | 99,730 |
| | 2 | 99,400 | 101,410 | 102,410 |
| | 3 | 102,020 | 103,020 | 105,150 |
| | 4 | 105,140 | 106,140 | 107,140 |
| | 5 | 106,400 | 108,960 | 109,960 |
| | 6 | 108,450 | 110,250 | 112,850 |
| | 7 | 112,020 | 113,020 | 114,170 |
| | 8 | 114,830 | 115,830 | 116,830 |
| | 9 | 118,070 | 118,850 | 119,850 |
| | 10 | 119,310 | 122,150 | 122,940 |
| | 11 | 123,130 | 123,420 | 126,310 |
| | 12 | 126,670 | 127,310 | 127,600 |
| | 13 | 128,930 | 132,150 | 131,570 |
| | 14 | | | 135,450 |

| | Step | 06/07 | 07/08 | 08/09 |
|------------------------------|-------------|--------------|--------------|--------------|
| H.S. Asst. Principals | 1 | 85,440 | 86,440 | 87,440 |
| | 2 | 88,500 | 88,870 | 89,870 |
| | 3 | 91,000 | 92,000 | 92,360 |
| | 4 | 95,500 | 96,500 | 97,500 |
| | 5 | 97,980 | 98,980 | 99,980 |
| | 6 | 103,270 | 101,660 | 102,660 |
| | 7 | 105,910 | 106,910 | 105,410 |
| | 8 | 109,990 | 109,750 | 110,750 |
| | 9 | 112,140 | 113,910 | 113,660 |
| | 10 | 115,000 | 116,100 | 117,900 |
| | 11 | 117,800 | 119,800 | 120,140 |
| | 12 | | | 122,800 |

| | Step | 06/07 | 07/08 | 08/09 |
|------------------------------|-------------|--------------|--------------|--------------|
| M.S. Asst. Principals | 1 | 79,200 | 80,200 | 81,200 |
| | 2 | 81,250 | 82,250 | 83,250 |
| | 3 | 82,430 | 83,430 | 84,430 |
| | 4 | 87,600 | 85,800 | 86,800 |
| | 5 | 90,700 | 91,700 | 89,230 |
| | 6 | 95,080 | 96,080 | 97,080 |
| | 7 | 100,000 | 101,000 | 102,000 |
| | 8 | 103,810 | 104,810 | 105,810 |
| | 9 | 107,750 | 108,750 | 109,750 |
| | 10 | 109,460 | 110,460 | 111,460 |
| | 11 | 112,680 | 114,930 | 117,800 |
| | 12 | | 116,650 | 119,570 |

| | Step | 06/07 | 07/08 | 08/09 |
|------------------|-------------|--------------|--------------|--------------|
| Directors | 1 | 93,200 | 94,200 | 95,200 |
| | 2 | 95,250 | 96,250 | 97,250 |
| | 3 | 97,300 | 98,300 | 99,300 |
| | 4 | 99,400 | 100,400 | 101,400 |
| | 5 | 101,550 | 102,550 | 103,550 |
| | 6 | 104,880 | 105,880 | 106,880 |
| | 7 | 108,080 | 109,080 | 110,080 |
| | 8 | 111,610 | 112,610 | 113,610 |
| | 9 | 114,800 | 115,560 | 116,560 |
| | 10 | 118,100 | 119,100 | 119,590 |
| | 11 | 121,280 | 122,280 | 123,280 |
| | 12 | 123,440 | 126,530 | 129,690 |

1. **Doctorate** – Unit members with an earned Doctorate in Education from an accredited University, add \$6,570 to the appropriate step on guide. To qualify for this stipend, the doctoral program must be achieved through an accepted program and in a field related to the member’s assignment, which shall be determined in the discretion of the Superintendent.
2. **Tuition Reimbursement** – Effective July 1, 2006, MTAA members are no longer entitled to reimbursement for tuition. Members enrolled as of July 1, 2006 in approved graduate programs shall remain eligible for reimbursement for those programs. In those cases where the school district pays tuition and fees for a unit member to attend a course or courses, a unit member who leaves the school district within two (2) years following the completion of such course or courses shall refund the cost of tuition to the school district.
3. **Longevity** – members shall be entitled to the following annual longevity payments after completion of the designated number of years as an Administrator in Middletown:

| | <u>2006-2007</u> | <u>2007-2008</u> | <u>2008-2009</u> |
|--|------------------|------------------|------------------|
| Upon completion of five (5) years: | 600 | 700 | 800 |
| Upon completion of ten (10) years: | 1,000 | 1,250 | 1,500 |
| Upon completion of fifteen (15) years: | 1,400 | 1,600 | 2,000 |