

**AGREEMENT**

**Between The**

**MIDDLE TOWNSHIP ADMINISTRATORS' ASSOCIATION**

**AND THE**

**MIDDLE TOWNSHIP BOARD OF EDUCATION  
COUNTY OF CAPE MAY, NEW JERSEY**

**July 1, 2010 – June 30, 2011**

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**ARTICLE I**

**RECOGNITION**

**A. UNIT MEMBERSHIP**

In accordance with NJSA 34:13A-1 et seq, the Board hereby recognizes the Middle Township Administrators' Association as the exclusive representatives for collective negotiation concerning the terms and conditions of employment for all full-time certified administrative personnel; with either district-wide responsibility, or primary or secondary responsibility for total teaching facility; limited to Principals, Assistant Principals, and Athletic Director.

**B. DEFINITION**

Unless otherwise indicated, the term "administrator", when used hereinafter in this Agreement shall refer to all professional employees represented by the association in the negotiating unit as above defined.

**ARTICLE II**

**NEGOTIATION PROCEDURE**

**A. DEADLINE DATES**

The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13A-1 et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. Negotiations shall begin at a mutually agreeable date.

**B. NEGOTIATING TEAM AUTHORITY**

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. All matters proposed, considered or counterproposals made are subject to the approval of the Middle Township Administrators' Association and the Board of Education.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**A. DEFINITION**

A “grievance” shall mean a complaint by a member of the unit above defined that there has been to him/her a personal loss, injury or inconvenience because of an interpretation, application or violation of policies, agreement, and administrative decisions affecting him/her except the term “grievance” shall not apply to:

1. any matter for which a method of review is prescribed by law, or,
2. any rule or regulation of the State Commission of Education, or,
3. any matter which according to law is limited to action by the Board alone, or,
4. a complaint of a non-tenure member which arises by reason of his/her not being re-employed, or,
5. a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position which tenure is either not possible or not required.

**B. PROCEDURE**

1. Filing a Grievance

A grievance may be filed by an individual member. Any grievance must be lodged at the proper initiating level within ten (10) school days of its occurrence.

2. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance within the specified time limitation shall permit the aggrieved to proceed to the next step. Failure to appeal within the specified time limitations from an answer which is deemed to be unsatisfactory shall constitute an acceptance of such response as dispositive.

3. Association Representatives

The Association may provide assistance to the aggrieved in processing a grievance, as mutually agreed upon between the Association and the aggrieved, at any Step of this procedure.

4. Step 1—Informal Attempt to Resolve

An individual Association member who has a grievance shall discuss it first with his/her immediate supervisor (superior) in an attempt to resolve the matter informally. The aggrieved shall inform the immediate supervisor (superior) that the discussion constitutes Step 1 of the Grievance Procedure. The immediate supervisor shall render a decision within fifteen (15) school days of the discussion.

5. Step 2—Superintendent

The aggrieved member, no later than ten (10) schooldays after notification of the Step 1 decision, or fifteen (15) school days after the Step 1 discussion if no decision is rendered, may appeal in writing to the Superintendent of Schools, specifying:

- a. The nature of the grievance and the date of its occurrence
- b. The nature and extent of the injury, loss or inconvenience
- c. The results of previous discussions
- d. His dissatisfaction with the decision previously rendered
- e. The date of the discussions and decision at Step 1.

The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed twenty (20) school days; but in the event that the matter comes to the Superintendent during his/her vacation period, then he/she shall resolve the matter within two (2) calendar weeks after his/her return from vacation. The Superintendent shall communicate his/her decision in writing to the member and the immediate superior.

If the matter comes before the Superintendent during his/her vacation period, and if he/she has not appointed a designee to hear such grievance and if irreparable harm will result to the grievance, the Association may submit the grievance to the Board through the Board Secretary, as prescribed in Step 7.

6. Step 3—Board of Education

If the grievance is not resolved to the member's satisfaction, no later than ten (10) school days after receipt of Superintendent's decision, or twenty (20) school days after submitting the grievance at Step 2 if no decision is rendered, he/she may request a review by the Board. The request shall be submitted in writing through the Board Secretary who shall attach all related papers and forward the request to the Board within five (5) calendar days after the receipt of same. The Board, or

committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the member and render a decision in writing within thirty (30) calendar days of receipt of the said request from the Board Secretary.

7. Step 4—Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the member and the member wishes review by a third party, he/she shall notify the Board through the Board Secretary within ten (10) school days of receipt of the Board's decision, or thirty-five (35) calendar days after submitting the grievance to the Board Secretary if no decision is rendered. The following procedure will be used to secure the services of an arbitrator:

- a. Aggrieved or his/her representative shall within the ten (10) school day period, above defined, request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. Thereafter the parties shall abide by the Rules and Regulations of the American Arbitration Association for the selection of an arbitrator.

**C. LIMITATIONS ON THE ARBITRATOR**

The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing, nor subtract anything from the Agreement between the parties or any policy of the Board of Education and his/her award shall be binding upon the parties. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings. This shall be accomplished within thirty (30) calendar days of the completion of the arbitration hearings.

**D. REPRISALS**

The Board and the Association agree that no reprisals of any kind shall be taken by either party or by any member of the administration or by any member of the negotiating unit against any participants in the grievance procedure by reason of such participation.

**E. MEETINGS AND HEARINGS**

Meetings and hearings held under this Grievance Procedure shall generally be conducted on non-school time.

**F. COSTS**

Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only cost which will be shared by the two parties and such costs will be shared equally.

**ARTICLE IV**

**RIGHTS AND RESPONSIBILITIES**

**A. RIGHTS AND PROTECTION IN REPRESENTATION**

All members of this association shall be entitled to the rights and protection granted to all public employees pursuant to NJSA 34:13A-1 et seq.

**B. PERSONNEL RELATIONSHIPS**

The Board and the Association regard the duties and responsibilities of their individual members as something that must be executed both in spirit and in fact in a manner consistent with the highest ideals of service. The Board and the Association agree that sound professional personnel relationships are built upon personal integrity, dignity and mutual respect.

**C. ORGANIZATION**

All matters that could affect the operation of the school system or individual buildings within the system shall only be dealt with through the established chain of command.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

#### **A. PARTICIPATION IN NEGOTIATIONS**

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations or grievances, he/she shall suffer no loss in pay and/or benefits.

#### **B. LIAISON**

The Association shall in its entirety or through selected representatives, meet monthly with the Superintendent after the school day at a time to be mutually agreed upon.

Items for consideration may be submitted by both the Association and the Superintendent and may include but shall not be limited to suggestions for revision or development of district policies, practices and procedures.

## ARTICLE VI

### EVALUATION

#### **A. RIGHTS TO FULL KNOWLEDGE**

The Board of Education and the Superintendent shall subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his/her superiors regarding the effectiveness of his/her performance and that, further he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.

#### **B. EVALUATION PROCEDURE**

The Superintendent shall determine the instrument to be utilized, the criteria for, and the frequency of evaluations of all personnel.

#### **C. EVALUATION MATERIAL**

Any matter originating from sources other than the Superintendent which could negatively affect the evaluation of an Administrator shall first: be brought to the Administrator's attention, with specific details, prior to inclusion in any evaluation. The Administrator shall have the opportunity to respond in writing if he/she so desires

## ARTICLE VII

### ADMINISTRATIVE STAFFING

#### **A. MAINTENANCE OF BENEFITS**

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce otherwise detract from any administrator benefit existing prior to its effective date.

#### **B. MODIFICATION**

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### **C. ADMINISTRATIVE VACANCIES**

A notice of vacancy in an administrative position shall be posted on the District web-site at least ten (10) work days before the final date when applications must be submitted. 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 such position shall not be changed while applications therefore are pending.

#### **D. BOARD POLICY BENEFITS**

It is agreed with respect to those items contained under present practice that the Administrators' Association will not be given less than those provisions afforded the other professional employees of this system through Board policy except that administrators initially employed in the school district on or after July 1, 2007, may only enroll in the SEHBP's Direct 10 or a less expensive HMO program. If the administrator who is initially employed in the school district on or after July 1, 2010, elects to enroll in an insurance program that is more costly than Direct 10 the administrator shall be required to pay the cost differential between Direct 10 and the program selected through payroll deductions.

#### **E. VACATIONS**

1. The Administrators shall be entitled to fifteen (15) vacation days each year until they have served in the district four (4) complete years, at which time they shall be entitled to twenty (20) days.

2. Ten (10) days may be taken during the time school is in session; however, only five (5) days may be taken consecutively, and of the remaining five (5) days, no more than one (1) may be taken in any one week. Administrators who are initially employed as administrators on or after May 4, 1998, shall be limited to three (3) consecutive vacation days when school is in session, the remaining seven (7) days will be limited to one (1) per week.
3. Up to twenty (20) days may be carried over to the following year.
4. In the event an administrator should terminate his/her employment during or before the contract year is over (June 30) and has already used all of the allowable vacation days for that year, the administrator shall reimburse the Board of Education for those vacation days taken to which he/she was not entitled. This will be determined by pro-rating the days worked and the number of vacation days entitled (pro-rated) up to the time of termination of employment.
5. If an administrator dies before his/her contract period is completed, payment at his/her current per-diem rate of total salary for the total of the unused vacation days applicable be turned over to his/her estate.

**F. SICK LEAVE**

Administrators shall be entitled to fourteen (14) sick days per year. These days shall be cumulative.

**G. PROFESSIONAL IMPROVEMENT**

The sum of \$1,500.00 per Administrator shall be budgeted each year for the purpose of paying fees and costs incurred through attendance at conventions, seminars, workshops and other similar activities for professional growth and improvement. Attendance at all such activities must be approved by the Superintendent.

**H. RETIREMENT FROM EMPLOYMENT**

Any employee retiring under the New Jersey Teacher's Pension and Annuity Fund shall, after ten (10) years' service, receive fifty dollars (\$50) per day for each day of unused sick leave. The total amount to be received shall not exceed fifteen thousand dollars (\$15,000).

**I. INCOME PROTECTION**

1. The Board agrees to pay the cost of income protection insurance for each employment administrator, not to exceed one thousand one hundred twenty-five dollars (\$1,125) per year. The choice of an income protection insurance is left to

the discretion of the administrator and that this plan be within Board approved insurance providers.

2. The administrator shall have the option to accept one thousand dollars (\$1,000) as pensionable taxable income in lieu of the above income protection insurance.

**J. LONGEVITY**

Longevity pay will be given each year based upon the following schedule:

	<u>ANNUAL AMOUNT</u>	<u>PAY PERIOD AMOUNT</u>
5 years	= \$2,125	\$ 88.54
10 years	= \$2,750	114.58
15 years	= \$3,375	140.63

**K. ADVANCED DEGREES**

1. The following amounts will be added to an administrator's pensionable salary:

MA+15	\$1000	MA+60	\$3000
MA+30	\$2000	Doctorate	\$4000

2. Credits must be earned after the Master's Degree is earned to be recognized for salary purposes.

**L. TAX ANNUITY SHELTER**

1. The Board agrees to contribute the sum of four thousand and twenty dollars (\$4,020).for the purchase of a Tax Sheltered Annuity for all eligible administrators.
2. Eligibility for payment shall be based on seven (7) months or more of paid employment during the preceding school year.
3. Each administrator may choose a tax sheltered annuity plan at their own discretion. The plan must be offered by an insurance/annuity carrier that has been approved by the Board.

**ARTICLE VIII**

**SALARY RANGE**

**2010-11**

<b>TITLE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
High School Principal	96168	131165
Middle School Principal	93419	132067
Elementary Principal	87925	114153
Secondary Vice Principal	72564	106628
Middle Vice Principal	71191	106628
Elementary Vice Principal	69818	100972
Athletic Director	69818	100972

**ARTICLE IX**

**SUMMER HOURS**

During the months of July and August the in-school workday for administrators shall be 7:30 a.m. to 3:30 p.m. including a one-half hour lunch. The hours, but not the length of the day, may be altered with the Superintendent's consent. The in-school work week during July and August will be four (4) days, either Monday through Thursday or Tuesday through Friday. Schedules shall be arranged so that each building is covered five (5) days per week.

**ARTICLE X**

**TUITION REIMBURSEMENT**

The Board will pay the cost of tuition and fees at an accredited college/university of the administrator's choice for courses and or degree programs in the education field. The recipient of tuition reimbursement will have to either, (1) remain in the Board's employ for one full year following the tuition reimbursement or (2) repay the Board's tuition/fee expenditure for the twelve months preceding the administrator's resignation. The reimbursement requirement will not apply to administrators who terminate employment due to disability or death.

**ARTICLE XI**

**DURATION OF AGREEMENT**

- A. This Agreement shall become effective July 1, 2010 and shall continue in effect until June 30, 2011.
- B. In witness thereof the parties have caused this Agreement to be signed by their respective Presidents and Secretaries on the 18<sup>th</sup> day of June, 2010.

**MIDDLE TOWNSHIP  
BOARD OF EDUCATION**

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_

**MIDDLE TOWNSHIP  
ADMINISTRATORS' ASSOCIATION**

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_