

**AGREEMENT BETWEEN
THE
MIDDLETOWN TOWNSHIP
EDUCATION ASSOCIATION
AND THE
MIDDLETOWN TOWNSHIP
BOARD OF EDUCATION**

2005-- 2008

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ARTICLE I RECOGNITION

1.1 The Board of Education agrees to and hereby does recognize the Middletown Township Education Association as the exclusive and sole representative for collective negotiations for all professional employees of the Board with the exception of administrators and supervisors pursuant to N.J.S. 34:13A-1 et seq. as amended.

1.2 The Board of Education of the Township of Middletown, Monmouth County, agrees to recognize the Middletown Township Education Association as the exclusive and sole bargaining agent and representative of the secretaries employed by the Board of Education, exclusive of confidential secretaries. Confidential secretaries are defined as the Secretary to the Superintendent, two Secretaries in the Department of Personnel, one Secretary to the Business Administrator, the Secretary to the Board Secretary, and the Payroll Supervisor.

1.3 Unless otherwise indicated, the word "secretary" as used herein shall refer to all secretarial and clerical employees employed by the Middletown Township Board of Education.

ARTICLE II DURATION OF AGREEMENT

2.1 This Agreement shall remain in full force and effect for three (3) years from July 1, 2005 though June 30, 2008, and thereafter until the expiration of ninety (90) days following the written notice of either party to the other party of its desire to terminate or to effect changes by amendment.

2.2 In the event of termination of this Agreement by either party, the parties agree to meet in formal negotiations not later than thirty (30) days following receipt of the notice of termination. All or part of the terminated Agreement may be extended by consent of both parties pending negotiation of a new Agreement.

2.3 By mutual consent of the parties, this Agreement may be opened for amendment.

2.4 Any request for amendment from either party shall be in writing and shall include a summary of the amendment(s) proposed. Within thirty (30) days of receipt of such request representatives of the Board and the Association shall meet to discuss: if the Agreement should be opened as

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requested, and if opening is agreed, the negotiation of the proposed amendment(s) shall begin immediately.	4	1
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2.5 The effective date of all amendments so negotiated shall be included in the language of the agreed Amendment, and such Amendment(s) shall remain in effect until modified, suspended, or cancelled by written concurrence of both parties, or until termination of the basic Agreement.	4	3
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2.6 The Board agrees to reopen negotiations on salaries and fringe benefits and permit amendments to this agreement whenever state funds have been appropriated for Current Expense spending in excess of those previously anticipated for any year covered by this agreement, provided the amount to be received from such appropriation by the Board equals or exceeds two and one half percent (2 1/2%) of the Current Expense budget for any such year.	4	7
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2.7 Should legislation be enacted which substantially changes the method of financing public schools, any funds which are received by the Board from the State of New Jersey as the result of said change shall not be computed in calculating the aforementioned two and one half per cent (2 1/2%), unless said monies would equal the amount referred to in Section 2.6 of this Article as computed in accord with the previous method of financing.	4	14
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ARTICLE III COMPENSATION

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3.1 The salaries of all employees as recognized in Article I of this Agreement are set forth in "Schedule A" which is attached hereto and is made a part hereof.	4	24
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3.2 Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments: on or before the fifteenth (15th) and on or before the final day of each month. Ten month secretarial salaries shall be computed at 83.3% of twelve month secretarial salaries, exclusive of longevity. Longevity steps for secretaries and teachers shall be paid upon completion of 15, 19, and 24 years of credited educational service as provided in "Schedule A."	4	27
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3.3 Employees may individually elect to have ten per cent (10%) or more of their salary deducted from their pay. These monies are to be forwarded by the Board Secretary to the Mon-Oc Teachers Federal Credit Union for deposit in the employee's personal account.	4	34
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3.4 Employees may individually elect to participate in tax shelter annuity programs through the recognized broker, and also may elect to deposit with a teachers' service organization, through Automatic Payroll deduction. These monies shall be forwarded to a tax shelter broker, i.e., TSA programs and to a teachers' service organization for appropriate deposit to the employee's personal account.	5	1
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3.5 When a payday falls on or during a school holiday, vacation, or weekend, employees will receive their paychecks on the last working day preceding such holiday, vacation, or weekend. Employees shall receive their final paychecks and the pay schedule for the following year on the last workday of the school year.	5	7
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3.6 Any employee authorized by the Board to render service for the Board beyond the regular work hours and work year as provided in Articles XVIII and XIX respectively shall be compensated pro-rata in accord with the proper salary as provided in "Schedule A", unless specified to the contrary elsewhere in the Agreement. Summer payment for grant-funded instructional programs shall be limited to the lesser of the amount provided in the grant or the amount determined by using the existing formula.	5	12
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3.7 All such authorization for additional service shall be in writing indicating date of approval. Such authorization signed by any member of the Administrative/Supervisory Staff shall be understood as binding the Board to payment. It shall be the responsibility of the employee to file vouchers for such compensation. Vouchers shall be available through each assignment location. The Board shall make payment on such vouchers in twenty-five (25) days or less.	5	20
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3.8 Compensation for use of the employee's personal automobile for travel necessary to his/her employment shall be the same rate allowed by the Internal Revenue Service, which, for 2005, is currently forty and one-half cents (\$.405) per mile.	5	27
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3.9 Paychecks shall be placed in envelopes before being distributed to employees.	5	31
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3.10 All ten-month secretaries shall be paid in twenty-one (21) equal installments, with the first check on the first work day of September and subsequent checks according to the current schedule.	5	33
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ARTICLE IV INSURANCE PROTECTION

4.1 It is recognized that the Board has the right to select health and dental carrier provided there is no reduction in benefits. The level of health insurance benefits provided by the Board during the term of the 2005-2008 Agreement shall not constitute a reduction in the level of health insurance benefits provided during the 2001-2005 Agreement, except as to the changes set forth below. The employee and his/her dependents shall be provided without cost Connecticut General Life Insurance Company Hospitalization and Major Medical health benefits in accord with the group plan policy, number 0429123-01 dated July 1, 1978. Effective July 1, 1990, the out-patient psychological psychiatric coverage shall be 80% up to \$50 per visit to an annual maximum of \$1,500. Effective July 1, 1994, major medical deductibles shall be \$250 per individual and \$500 per family and the co-payment on 80%-20% shall be changed from \$2,000 to \$4,000. Effective July 1, 1990, the case management program, as it exists in Policy #0429123-01 dated July 1, 1978 shall be utilized. Effective February 1, 1998, the employee and his/her dependents shall be provided Blue Cross and Blue Shield of New Jersey hospital, medical-surgical and major medical benefits in accord with the group plan policy, number 85186. Employees hired July 1, 1998, and thereafter shall receive their choice of HMO coverage or Horizon POS with a \$5 co-pay and the rates of coinsurance set forth below. Effective July 1, 2005, the Horizon HMO plan shall be replaced by the POS plan presented by the Board's insurance broker on January 20, 2005. The new plan shall be available to all employees. The Horizon Alternate POS plan will provide the same or better in-network coverage as was available under the predecessor HMO plan and will also provide out-of-network benefits. For out-of-network benefits, employees would be responsible for a \$1,000 deductible for Single Coverage and a \$2,000 deductible for Husband/Wife, Parent/Child or Family coverage. Two individuals must each meet the \$1,000 before the \$2,000 deductible is met. After the deductible has been satisfied, Horizon BCBS of New Jersey will pay 70% of eligible charges. The member would have a potential liability, in addition to deductibles, of 30% to a maximum of \$2,000 for single coverage, or 30% to a maximum of \$5,000 for Husband/Wife, Parent/Child or Family coverage. Effective July 1, 2005 employee contributions to the total health insurance

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premiums (health, dental and prescription) shall be as follows:

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Salary Ranges

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\$0	\$42,073-	\$50,000-	
<u>\$42,072</u>	<u>\$49,999</u>	<u>\$64,999</u>	<u>\$65,000+</u>
\$0	\$526	\$589	\$651
\$0	\$384	\$430	\$475
\$0	\$331	\$371	\$410
\$0	\$184	\$206	\$228

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Salary Ranges

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\$0	\$43,700-	\$50,000-	
<u>\$43,699</u>	<u>\$49,999</u>	<u>\$64,999</u>	<u>\$65,000+</u>
\$0	\$526	\$589	\$651
\$0	\$384	\$430	\$475
\$0	\$331	\$371	\$410
\$0	\$184	\$206	\$228

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Salary Ranges

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\$0	\$44,700-	\$50,000-	
<u>\$44,699</u>	<u>\$49,999</u>	<u>\$64,999</u>	<u>\$65,000+</u>
\$0	\$526	\$589	\$651
\$0	\$384	\$430	\$475
\$0	\$331	\$371	\$410
\$0	\$184	\$206	\$228

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4.2 The employee and his/her dependents shall be provided without cost Connecticut General Life Insurance Company Dental Coverage in accord with group plan policy number 0429123-02 effective July 1, 1979, as amended to provide greater patient benefits effective January 1, 1985. Effective July 1, 1990, this coverage will be increased to 100% for

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preventive and diagnostic (Class I). Effective February 1, 1998, the employee and his/her dependents shall be provided Delta Dental benefits in accord with group plan policy number 75050001.

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4.3 The Board will provide family prescription coverage. Effective July 1, 2005, the prescription flow through provision of the traditional Major Medical plan shall be eliminated, as will the 10% prescription drug benefit provisions of the POS plan. Effective July 1, 1999, the prescription

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co-pay rates shall be set at \$5 generic, \$10 name-brand and \$0 mail order. Effective July 1, 2005, the prescription drug plan shall provide coverage for oral contraception and erectile dysfunction medications.	8	1
4.4 Effective 1991-92 the Board shall implement the Robert Eisner Institute's 6-session Employee Assistance Plan program at the Board's expense.	8	2
4.5 The Board will provide Hospitalization plus Major Medical Health Benefit coverage for an employee for one year after the effective date of his/her retirement.	8	3
4.6 The Board shall make payment of insurance premiums for new employees commencing in the month that the new employee is eligible for said coverage under the terms of the master insurance contract.	8	4
4.7 The Board agrees that should a tenured employee's employment terminate at the end of the school year, it shall continue in force the insurance coverage provided herein for the months of July and August.	8	5
4.8 The Board shall make available to the Association a sufficient number of brochures printed by the health insurance carrier which explain the health care provided in this Article.	8	6
4.9 Employee contributions to the total health insurance premiums (health, dental and prescription) provided for in this Article shall be covered by a Board-approved Section 125 Plan in conformance with the Internal Revenue Service laws and regulations.	8	7
4.10 Any member shall be allowed, at his or her option, to waive voluntarily all health (medical, dental and prescription) insurance coverage, or to reduce their level of coverage (e.g., from family coverage to single coverage) during the open enrollment period, provided that such employees are eligivel, in thhe current calendar year, for the coverage they seek to waive, and that such employees shall have been enrolled in that coverage for a period of not less than one (1) year immediately prior to such waiver or reduction. The one-year requirement shall not apply to new employees. In exchange for such waiver or reduction, the employee shall be paid an amount equal to fifty percent (50%) of the employee's waived premium or fifty percent (50%) of the difference between the original coverage and the reduced coverage,	8	8
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provided that the amount of such payment shall be capped at a dollar amount equal to fifty percent (50%) of the 2000-2001 premium for the appropriate levels of coverage, which amount shall be paid in two (2) equal installments in January and July. Employees waiving coverage for a period of less than one (1) full school year shall receive a pro-rated payment. Employees electing to waive coverage shall be required to show that they have alternate coverage. Waiving employees shall be allowed to re-enroll into any eligible coverage, during the open enrollment period, or upon proof of any of the following qualifying events:

- a) termination of employment or eligibility;
- b) reduction in hours.
- c) divorce or legal separation;
- d) death of spouse;
- e) termination of employer contributions towards coverage; or
- f) exhaustion of COBRA coverage.

After a qualifying event, there shall be no waiting period for re-enrollment, provided that the affected employee submits the necessary paperwork within thirty (30) days of said event. The Board's insurance plan does not prohibit coverage for preexisting conditions.

Effective July 1, 2005, the base year payments for the health insurance waiver shall be increased by 10% and the following table represents the new total opt-out payments for each category of coverage.

PLAN TYPE	TOTAL OPT-OUT PAYMENT	PLAN TYPE	TOTAL OPT-OUT PAYMENT
<u>Traditional</u>		<u>PPO</u>	
Single	\$2,250.	Single	\$2,210.
H/W	\$4,800.	H/W	\$4,710.
Family	\$6,020.	Family	\$5,890.
P/C	\$4,130.	P/C	\$4,050.
<u>POS</u>		<u>Healthnet HMO</u>	
Single	\$2,090.	Single	\$2,030.
H/W	\$4,470.	H/W	\$3,980.
Family	\$5,570.	Family	\$5,200.
P/C	\$3,840.	P/C	\$3,470.

ARTICLE V NEGOTIATING COMMITTEES

5.1 The Board and the Association shall determine the constitution of their respective negotiating teams and shall individually and freely determine which members shall sit at the bargaining table. Both parties shall exercise the right to maintain such free determination throughout the negotiating process.

5.2 The limitations in negotiating committee membership shall not restrict either party in its use of consultants or professional negotiators who are permitted to attend meetings between the two committees. These consultants may be lay, professional, or educational.

5.3 The parties agree that neither shall exercise control over who shall serve on the negotiating committee of the other. However, the parties recognize that on occasion it may be desirable to have Board members available during negotiations.

ARTICLE VI MEETINGS

6.1 The Board negotiating committee and the Association negotiating committee agree to meet jointly on a mutually agreed upon date.

6.2 The Board negotiating committee or the Association negotiating committee may call a joint meeting of the two committees by requesting the joint meeting in written form bearing the same date the request is presented and affixing an agenda for the joint meeting to the written request.

6.3 Should the Board negotiating committee request the joint meeting, the dated written request with the agenda affixed shall be presented to the President of the Association, and seven (7) copies of each to the Chairman of the Association negotiating committee.

6.4 Should the Association negotiating committee request the joint meeting, the dated written request with the agenda affixed shall be presented to the Superintendent of Schools and seven (7) copies of each to the Board Secretary.

6.5 Any joint meeting requested in the manner described above shall take place no later than fifteen (15) days following the date the request is made, exclusive of weekends and the Board designated holidays. Following each joint meeting a written summary of the agreements shall

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be prepared. This summary shall specifically identify each item upon	11	1
which agreement has been reached.	11	2
6.6 Nothing in this Article shall preclude the two committees from	11	3
agreeing in joint meeting to the time and date of the next joint meeting.	11	4
Should this occur the procedure outlined above need not be followed.	11	5
6.7 The Board, or any committee thereof, and the Association's Executive	11	6
Committee, or any subcommittee thereof, upon request of either party,	11	7
shall meet on mutually acceptable dates.	11	8

ARTICLE VII EXCHANGE OF INFORMATION

7.1 There shall be upon request of either committee a mutual exchange	11	12
of available financial information relating to the resources of the school	11	13
district and other available information that may be helpful in resolving	11	14
problems of mutual concern.	11	15
7.2 The Board will also make available to the Association: Agenda of	11	16
all meetings regardless of proposed formal action or not, except such	11	17
information regarded as confidential under the Sunshine Law; summary	11	18
of all workshop meetings; tentative line item budget; planned program	11	19
budget; previous year's operating budget, subsequent to acceptance of	11	20
the annual audit; description of the staff by educational attainment,	11	21
experience, and regular and additional compensation.	11	22
7.3 The Board agrees to furnish information concerning planned or	11	23
foreseen changes in those areas which would affect the employees in the	11	24
unit.	11	25

ARTICLE VIII GRIEVANCE PROCEDURE

8.1 A grievance shall mean an appeal of the interpretation,	11	29
application, or violation of policies, agreements, and administrative	11	30
decisions affecting unit members.	11	31
8.2 The following matters shall not be the basis of any grievance	11	32
filed under this article:	11	33
a. Any rule or regulation of the State Department of Education	11	34
having the force and effect of law.	11	35
b. Any rule or regulation of the State Commissioner of Education	11	36
having the force and effect of law.	11	37

c. Any matter which according to law is beyond the scope of Board authority.	12	1
d. Any matter which according to law is exclusively within the discretion of the Board.	12	2
e. Any matter for which a method of review is otherwise specifically provided by law.	12	3
f. Any matter reserved for the Commissioner of Education's jurisdiction pursuant to N.J.S. 18A:6-9.	12	4
8.3 Grievant shall mean an employee believing to have been or to be grieved, or the Association in those instances provided for in 8.12 and 8.13 below.	12	5
8.4 Immediate Superior on the High School or Middle School level shall mean the High School or Middle School Principal, Assistant Principal, Director, or Department Supervisor where one exists. On the Elementary level, Immediate Superior shall mean the Building Principal, Assistant Building Principal, Director, or Instructional Supervisor (if the grievance involves instruction).	12	6
8.5 Principal shall mean the Building Principal or such other person duly appointed to act as principal in the principal's absence.	12	7
8.6 Superintendent shall mean the Superintendent of Schools or any Staff Assistant s/he may designate to work on his/her behalf.	12	8
8.7 A grievance to be considered under this procedure shall be presented by the grievant or his/her representative no later than fifteen (15) 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.	12	9
8.8 A grievant may present and process his/her grievance personally or through an appropriate representative. Should a grievant want to process his/her grievance personally or through an appropriate representative of his/her own choosing, s/he may do so; however, the majority unit shall be so notified and shall have the right to have its own	12	10
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representative present.	13	1
8.9 No reprisals shall be taken by the Board or Administration against any employee because s/he utilized the grievance procedure.	13	2
8.10 Should a grievance result from action by the Superintendent or the Board, a grievant may present his/her grievance initially as provided in 8.19.	13	3
8.11 Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.	13	4
8.12 Grievances arising from actions other than those of the Immediate Superior (Administrator) or where such action is a public action of the Board may be initiated and processed with the Board as provided in 8.19.	13	5
8.13 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.	13	6
8.14 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.	13	7
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PROCEDURE:	13	9
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8.15 A grievant may initially discuss the matter, identified as a grievance, with his/her immediate superior in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in 8.7.	13	11
8.16 A grievant may file a grievance in writing by presenting the written grievance to his/her principal and forwarding copies to the Superintendent and the Professional Rights and Responsibilities Committee. The written grievance shall indicate the interpretation, application or violation of policies, agreements or administrative decision that the grievant believes adversely affects him/her.	13	12
8.17 The grievant and his/her principal shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which it was filed.	13	13
8.18 The Principal shall communicate his/her decision in writing to the	13	14
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grievant not later than five (5) school days following their meeting. A	14	1
copy of the decision shall also be forwarded, at the same time, to the	14	2
Superintendent and the Middletown Township Education Association.	14	3
8.19 If the grievance has not been resolved at the initial step (Principal-	14	4
Immediate Superior), the grievant may request a hearing with the Board	14	5
or its representatives. The request shall clearly explain the grievance	14	6
and be made in writing not later than five (5) school days following the	14	7
Principal-immediate superior's decision, or if no such decision has been	14	8
communicated, then not later than five (5) school days following the	14	9
expiration of the five (5) school days period provided in 8.18. The	14	10
grievance procedure for secretaries shall commence with the Board or its	14	11
designee.	14	12
8.20 The grievant and the Board or its representatives shall meet in an	14	13
attempt to resolve the grievance not later than ten (10) school days	14	14
following the date on which the hearing was requested. The grievant	14	15
may have up to three (3) representatives present when his/her grievance	14	16
is reviewed by the Board or its representatives.	14	17
8.21 The Board shall communicate its decision in writing to the grievant	14	18
no later than fifteen (15) school days following the hearing. A copy of the	14	19
decision shall also be forwarded, at the same time, to the Superintendent	14	20
and the Middletown Township Education Association.	14	21
8.22 Should the Association decide that based on the Board's decision	14	22
the grievance is satisfactorily adjusted, then the Board's decision shall	14	23
be binding on all parties.	14	24

ARTICLE IX ARBITRATION

9.1 Should the Association be dissatisfied with the decision on the	14	28
grievance rendered by the Board, it may have the grievance arbitrated.	14	29
No grievance shall be arbitrated if the request for arbitration is made	14	30
later than ten (10) school days following the rendering of the Board's	14	31
decision on the grievance. Request for arbitration shall be made in	14	32
written form and forwarded to the arbitrator named herein, by certified	14	33
mail-return receipt requested. A copy of said request shall be	14	34
simultaneously forwarded to the Board or its representatives.	14	35
9.2 The arbitrator shall issue his/her decision not later than thirty (30)	14	36
days from the date of the closing of the hearings or, if oral hearings have	14	37

been waived, then from the date of the transmission of the final	15	1
statements and proofs to the arbitrator. The decision shall be in writing	15	2
and shall set forth the arbitrator's opinion and conclusions on the issues	15	3
submitted. The arbitrator shall limit his/her decision strictly to the	15	4
application and interpretation of the provisions of this agreement, Board	15	5
Policy, procedures, and shall be without power or authority to make any	15	6
decisions contrary to, or inconsistent with, or modifying or varying in any	15	7
way the terms of this agreement, Board Policy, procedures, or of applicable	15	8
Law or Rules or Regulations having the force and effect of Law, and	15	9
without power or authority to limit or interfere in any way with the	15	10
powers, duties and responsibilities of the Board under applicable Law,	15	11
and Rules and Regulations having the force and effect of Law.	15	12
9.3 The arbitrator's fee shall be shared equally by the parties to the	15	13
dispute.	15	14
9.4 The filing or pendency of any grievance under the provisions of this	15	15
article or of Article VIII shall in no way operate to impede, delay or	15	16
interfere with the right of the Board to take the action complained of,	15	17
subject, however, to the decision of the arbitrator.	15	18
9.5 The arbitrator, in his/her discretion, shall have the authority to	15	19
decide:	15	20
a. Whether the allegation of a violation of the agreement is bona fide,	15	21
b. Whether the allegation of a violation of the agreement has a basis	15	22
or whether it falls within the provisions of 8.1 and 8.2 of Article VIII.	15	23
c. Whether the grievance is arbitrable.	15	24
d. The merits of the grievance.	15	25
9.6 Should the arbitrator find that the allegation of the violation of the	15	26
agreement is not bona fide or that the grievance is without basis or that	15	27
the grievance is not otherwise arbitrable then, and in that event, the	15	28
Board's decision on the grievance shall be binding on the parties.	15	29
9.7 Should the contrary be found the arbitrator's decision shall be	15	30
binding on the parties.	15	31
9.8 In the event that an arbitrator is required, a request for a panel of	15	32
arbitrators shall be submitted to PERC.	15	33
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ARTICLE X PERSONAL DAYS OF ABSENCE	15	35
	15	36
10.1 Three days of absence for urgent personal need or urgent personal	15	37
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business shall be allowed with full pay. Except in cases of emergency,	16	1
application to the Superintendent through the Principal for such personal	16	2
leave shall be made at least two (2) days (48 hours) prior to the	16	3
commencement of such leave.	16	4
10.2 No request for personal days shall be granted for the two days	16	5
immediately preceding or two days immediately following a regularly	16	6
scheduled school holiday except that a personal day of absence may be	16	7
used for religious purposes on either of the two days immediately	16	8
preceding or immediately following a regularly schedule school holiday.	16	9
10.3 In cases of extenuating circumstances, personal leave meeting the	16	10
provisions of 10.1 above, but subject to the restrictions of 10.2 shall be	16	11
considered for approval.	16	12
10.4 If in the event of an emergency, such as flooding or severe weather	16	13
conditions, an employee is prevented from arriving at school s/he shall,	16	14
as soon as possible follow the prescribed procedure for reporting an	16	15
absence. The decision as to whether an emergency day of absence will	16	16
be granted shall be at the sole discretion of the Superintendent or his/her	16	17
designee. Such discretion shall not be exercised arbitrarily or capriciously.	16	18
An approved absence shall not be charged to the employee as a personal	16	19
day of absence.	16	20
10.5 Each employee's unused personal days shall be added to said	16	21
employee's accumulated sick leave at the end of each school year.	16	22
10.6 Up to five (5) work days for personal business shall be considered	16	23
for approval without pay one time in any school year.	16	24
10.7 Personal days with pay, and personal business days, without pay,	16	25
may be combined and used consecutively to a maximum of five (5).	16	26
10.8 Secretaries shall not be required to report to work on days that	16	27
schools are closed to students due to inclement weather and they shall	16	28
be paid the amount they would have received had they worked on such	16	29
days.	16	30
10.9 Any secretarial employee shall be granted time off with pay to	16	31
attend the New Jersey Education Association Convention. Proof of	16	32
attendance must be furnished.	16	33
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ARTICLE XI A TEMPORARY LEAVES OF ABSENCE	17	1
– PROFESSIONAL EMPLOYEES	17	2
	17	3
11.1 a. Professional employees shall be entitled to the following	17	4
temporary, non-accumulative leaves of absence with full pay each school	17	5
year, not chargeable to sick leave or personal days. Such leaves shall be	17	6
in addition to any sick leave to which the employee is entitled.	17	7
11.2 a. Reasonable time, in the judgement of the Superintendent, shall	17	8
be granted for the purpose of visiting other schools or attending meetings	17	9
or conferences of an educational nature.	17	10
11.3 a. Reasonable time, in the judgement of the Superintendent, shall	17	11
be granted for representatives of the Association to attend conferences	17	12
and conventions of state and national affiliated organizations.	17	13
11.4 a. Time necessary for appearances in any legal proceeding which	17	14
arises out of or in the course of the professional employee's employment	17	15
or in another legal proceeding if the professional employee is required by	17	16
subpoena to attend and is not a party to a suit. If an employee is a party	17	17
to a suit which does not arise out of or in the course of his/her employment,	17	18
absence from school in that connection shall be without pay. In legal	17	19
proceedings instituted by the Association against the Board, leave with	17	20
pay shall be limited to one (1) Association representative and any	17	21
witnesses who are subpoenaed and could reasonably be expected to	17	22
testify on the specific date.	17	23
11.5 a. Up to five (5) school days shall be granted in the event of death	17	24
of the professional employee's spouse, child, grandchild, son-in-law,	17	25
daughter-in-law, parent, grandparent, father-in-law, mother-in-law,	17	26
brother, sister, brother-in-law, sister-in-law, and any other member of	17	27
the immediate household. Such leave shall be continuous and shall	17	28
commence one (1) day after the date of death.	17	29
11.6 a. Professional employees shall be granted up to one (1) school day	17	30
in the event of the death of the professional employee's friend or relative	17	31
outside the professional employee's immediate family as defined in 11.5a	17	32
herein. At the discretion of the Superintendent this time may be	17	33
extended due to necessary travel requirements.	17	34
11.7 a. In the event of the death of a professional employess or student	17	35
in the Middletown Township School District, the principal or immediate	17	36
superior of said professional employee or student shall grant an	17	37
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appropriate number of employees sufficient time off to attend the	18	1
funeral. The number of employees excused shall not exceed one from	18	2
each department if the excused employees are in the secondary schools	18	3
or one from each grade level if the excused employees are in the	18	4
elementary schools.	18	5
11.8 a. Time necessary, in the judgement of the Superintendent, at the	18	6
end of the school year or at the beginning of a school year shall be granted	18	7
as may be required to attend summer school classes or to travel to the	18	8
place where such classes are held.	18	9
11.9 a. Up to five (5) school days for a tenure professional employee for	18	10
the purpose of marriage, and one (1) school day for the purpose of	18	11
marriage for a non-tenure professional employee shall be granted.	18	12
11.10 a. Any professional employee who is a member of the reserve	18	13
forces of any branch of the military or national guard shall be entitled to	18	14
leave of absence from his/her respective duties without loss of pay or time	18	15
on all days during which they shall be engaged in active duty, active duty	18	16
for training or other duty ordered by the Governor or the President of the	18	17
United States; provided that leaves of absence for active duty or active	18	18
duty for training shall not exceed ninety (90) days in the aggregate in any	18	19
one year.	18	20
11.11 a. Other leaves of absence with pay may be granted by the Board	18	21
for good reason.	18	22

**ARTICLE XI B LEAVES OF ABSENCE
– SECRETARIAL EMPLOYEES**

11.1 b. An employee who expects to be absent on a given day must notify	18	27
that employee's immediate superior as defined in Article VIII of this	18	28
agreement as soon as possible, but not later than 7:30 A.M. on the day	18	29
she is to be absent. Whenever possible, the proper person should be	18	30
notified the previous day. The person notified will then follow the	18	31
regular procedure regarding substitutes.	18	32
11.2 b. Should leave of absence for any reason be granted an employee,	18	33
it shall be necessary for such employee to notify the Central Office	18	34
Administrator on or before April 1 prior to expiration of such leave that	18	35
said employee intends to return to her former position. In the event the	18	36
Central Office Administrator is not so notified, the Board shall have no	18	37

obligation to return said employee to her employment.	19	1
11.3 b. Employees with tenure may be granted special leaves for study, travel or other reasons approved by the Board. Such leave will be without pay. However, such leave may not exceed one school year and the Board reserves the right to determine the number of employees who may be granted such leave in any one year. Such leave can only be obtained once every ten years. Request for such leave must be received by the Board no later than May 1 of the year preceding the year for which the leave is to be granted.	19	2
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11.4 b. Absences from work by reason of a subpoena or summons issued by any court shall be allowed, with full pay provided the subpoena or summons is recorded with the Central Administration Office and the court action arises out of or in the course of the employee's employment. This provision shall not apply to absences resulting from any employee's processing of the employee's personal Worker's Compensation claim. Such absences shall be without pay. In legal proceedings instituted by the Association against the Board, leave with pay shall be limited to one (1) Association representative and any witnesses who are subpoenaed and could reasonably be expected to testify on the specific date.	19	10
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11.5 b. Should an employee be a party to a suit which does not arise out of or in the course of his/her employment, absence from school in that connection shall be without pay.	19	20
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11.6 b. Should an employee be required to serve on jury duty, the Central Office Administrator shall be notified and said employee shall suffer no loss of pay or time while so serving.	19	23
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11.7 b. Military leave without pay shall be granted for a period not to exceed one year, to any employee who is inducted or enlists in any branch of the Armed Forces of the United States.	19	26
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11.8 b. Employees may request and shall be granted maternity leave without pay. Application for said leave shall be made in accord with the form mutually agreed to by the Board and the Association.	19	29
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11.9 b. In cases of still birth or upon recommendation of the Central Office Administrator and approval of the Board, an employee may leave at a later date or return at an earlier date than originally requested.	19	32
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11.10 b. No employee on maternity leave, on the basis of said leave, shall be denied the opportunity to substitute in the Middletown Township School district in their area of competence.	19	35
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11.11 b. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.	20	1
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11.12 b. Upon return from leave granted pursuant to paragraphs 11.3b, 11.7b, 11.8b or 11.11b of this Article, an employee shall be considered as if the employee were actively employed by the Board during the leave and shall be placed on the salary scale at the level to have been achieved without being absent provided, however, that the time spent on leave shall not count toward the fulfillment of time requirements for attaining tenure nor shall the time earn increment credit.	20	5
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11.13 b. All benefits to which an employee was entitled at the time the leave of absence commenced, including accumulated sick leave and vacation time, shall be restored to the employee upon return.	20	12
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11.14 b. Up to five (5) school days shall be granted in the event of death of the secretarial employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household. Such leave shall be continuous and shall commence one (1) day after the date of death.	20	15
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11.15 b. Employees shall be granted up to one (1) work day in the event of the death of the employee's friend or relative outside the employee's immediate family as defined in 11.14b herein. At the discretion of the Central Office Administration this time may be extended due to necessary travel requirements.	20	21
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11.16 b. In the event of the death of a fellow employee in the Middletown Township School District, the Business Administrator shall grant an appropriate number of employees sufficient time off to attend the funeral.	20	26
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11.17 b. Up to five (5) work days for a tenure employee for the purpose of marriage, and one (1) work day for the purpose of marriage for a non-tenure employee shall be granted.	20	30
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11.18 b. Absence for religious holidays other than those specified by law may be allowed by permission of the Central Office Administrator. If such absence is allowed, it shall be without pay. Personal days may be used for this purpose.	20	33
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11.19 b. All applications for Leaves of Absence, extensions, or renewals	20	37
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of leaves shall be made by April, whenever possible, but in any event not later than thirty (30) days prior to the effective date of same, and all approvals shall be made not later than fourteen (14) days prior to the effective date of such leaves.	21	1
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11.20 b. All leaves of absence, extensions, or renewals of leaves shall be applied for and answered in writing.	21	5
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11.21 b. Other leaves of absence with pay may be granted by the Board for good reason.	21	7
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ARTICLE XII A HOLIDAYS – SECRETARIAL EMPLOYEES	21	10
	21	11
12.1 a. All employees shall observe the working calendar (12 months/10 months) as approved by the Board. The Board shall prepare such calendar in consultation with the Association.	21	12
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12.2 a. All holidays shall be with pay and any holiday which falls with an approved vacation for the employee shall be compensated by an additional day for vacation or by an additional day's wages in accord with the request of the employee.	21	15
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ARTICLE XII B EXTENDED LEAVE OF ABSENCE – PROFESSIONAL EMPLOYEES	21	20
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12.1 b. The Board agrees that no more than two professional employees designated by the Association shall, upon written request, be granted a leave of absence without pay for one (1) year for the purpose of engaging in activities of the Association or its affiliates.	21	23
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12.2 b. A leave of absence without pay for no longer than two (2) years shall be granted to any professional employee, upon written request, who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange or overseas teacher, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.	21	27
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12.3 b. A professional employee on tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.	21	32
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12.4 b. Military leave without pay shall be granted for a period not to extend beyond four (4) years, to any professional employee who is inducted or enlists in any branch of the Armed Forces of the United	21	35
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States.	22	1
12.5 b. Should the spouse of a professional employee who is inducted or enlists also be a professional employee within the district, the spouse will be granted leave without pay for the same period. The benefits provided for the professional employee in military service as outlined in paragraph 12.12b of this Article shall not accrue to the spouse during the leave of absence.	22	2
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12.6 b. Professional employees may request and shall be granted maternity leave without pay. Application for said leave shall be made in accord with the form mutually agreed to by the Board and the Association.	22	8
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12.7 b. In cases of stillbirth or upon the recommendation of the Superintendent and approval of the Board a professional employee may leave at a later date, or return at an earlier date than the original request indicated.	22	12
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12.8 b. No professional employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Middletown Township School District in the area of certification or competence.	22	16
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12.9 b. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the professional employee's immediate family. Additional leave may be granted at the discretion of the Board.	22	19
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12.10 b. The Board shall grant a leave of absence without pay to any professional employee to campaign for or serve in a public office, or to campaign for a candidate for public office other than himself.	22	23
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12.11 b. Other leaves of absence without pay may be granted by the Board for good reasons.	22	26
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12.12 b. Upon return from leave granted pursuant to paragraphs 12.1b, 12.2b, 12.3b, or 12.4b of this Article, a professional employee shall be considered as if s/he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for attaining tenure. A professional employee shall not receive increment credit for time spent on leave granted pursuant to paragraphs 12.6b, 12.7b, 12.8b, 12.9b, 12.10b, 12.11b, of this Article, nor shall such time count toward the fulfillment of the time requirements	22	28
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for attaining tenure.	23	1
12.13 b. All benefits to which a professional employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and s/he shall be assigned to the same position which s/he held at the time the leave commenced, if available or, if not, to a substantially equivalent position. In the event the request for a leave of absence is less than for a full school year, the person shall be assigned to the same position, a substantially equivalent position, or as a permanent substitute. If the leave of absence is less than sixty (60) days, within a school year, the staff member shall return to the same position.	23	2
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12.14 b. All applications for leaves of absence, extensions, or renewals of leaves shall be made by April 1, wherever possible but, in any event, not later than thirty (30) days prior to the effective date of same, and all approvals shall be made not later than fourteen (14) days prior to the effective date of such leaves.	23	13
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12.15 b. All leaves of absence, extensions, or renewals of leaves shall be applied for and answered in writing.	23	18
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ARTICLE XIII SICK LEAVE

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13.1 As of September 1, 1976 each employee shall be entitled to ten (10) days of sick leave and all accumulated days from previous years as officially recorded, for personal illness or injury including visits to doctors, dentists, and other medical practitioners for the purpose of examination and/or treatment, as of the first official day of each school year whether or not they report for duty on that day. Employees hired after the beginning of the scheduled work year shall receive annual sick leave pro-rated at the rate of one (1) sick day for every month or part of month for which s/he is employed. Unused sick leave days shall be accumulated from year to year with no maximum limit.	23	23
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13.2. Effective with the start of the 1985-86 school year, the Board shall grant payment for unused sick leave to a unit member who retires pursuant to the provisions of TPAF or PERS who has worked a minimum of fifteen (15) years in the District. For teachers in the 2005-2006, 2006-2007 and 2007-2008 school years, the payment is to be in the amount of	23	33
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\$75. per day to a maximum of \$11,250. For secretaries in the 2005-2006,	24	1
2006-2007, and 2007-2008 school years, the payment is to be in the	24	2
amount of \$55.00 per day to a maximum of \$5,500. In the event that an	24	3
employee dies while employed by the Board, his/her estate shall receive	24	4
the payments for unused sick leave in accordance with the formulas set	24	5
forth in this section.	24	6
13.3 Whenever a tenure employee has exhausted his/her present school	24	7
year and accumulated sick leave, and has applied and exhausted as sick	24	8
leave, all of his/her unused personal days of absence, and a physician	24	9
certifies that because of illness or accident s/he is unable to return to	24	10
work, s/he shall be permitted to remain on sick leave with full pay for a	24	11
period of days not to exceed in number the sick leave days which the	24	12
employee would ordinarily accumulate during the school year next	24	13
following; provided the employee's accumulated sick leave is exhausted	24	14
or shall become exhausted as the result of his/her being absent because	24	15
of illness or accident for at least seven (7) consecutive days. Any sick	24	16
leave used by the employee beyond that which s/he has accumulated	24	17
shall be chargeable against the employee's sick leave which would	24	18
ordinarily accumulate in the school year next following the school year	24	19
in which his/her sick leave was exhausted.	24	20
13.4 An employee may be allowed a maximum of five (5) school days in	24	21
any one (1) year, with full pay because of illness within the immediate	24	22
family to be subtracted from his/her sick leave days.	24	23
13.5 The total number of days of sick leave that may be used by an	24	24
employee in any one school year shall be the current annual sick leave	24	25
allowance of ten (10) working days for those employed on a ten (10)	24	26
month basis, eleven (11) working days for those employed on an eleven	24	27
month basis, and twelve (12) working days for those employed on a	24	28
twelve (12) month basis, plus the accumulated reserve.	24	29
13.6 Any employee within the negotiating unit who is employed after the	24	30
opening day of school shall be credited pro-rated sick leave at the rate of one	24	31
(1) sick day for every month or part of month for which s/he is employed.	24	32
13.7 At the beginning of an employee's term of employment each year,	24	33
and regardless of the time of beginning actual service, each employee	24	34
shall have immediately available for use sick leave allowance for that	24	35
year as defined above.	24	36
13.8 Absences on sick leave shall be charged first to the annual	24	37
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by the Association and the Superintendent, no later than November	26	1
15th, and action must be taken to approve or disapprove not later than	26	2
March 15 of the year preceding the school year for which the sabbatical	26	3
leave is requested. Granting of the requested sabbatical leave shall be	26	4
within the discretion of the Board, however, same shall not be arbitrarily	26	5
or capriciously withheld. The request shall be accompanied by a written	26	6
plan outlining how the sabbatical leave shall be used.	26	7
14.6 a. A professional employee on sabbatical leave shall be paid at one-	26	8
half (1/2) his/her regular salary for the duration of said leave, subject to	26	9
paragraph 14.8a of this article. A sabbatical leave may be taken for a	26	10
period of one school year or one-half (1/2) school year.	26	11
14.7 a. Salary payments will be made on the same basis as the regular	26	12
staff payroll, unless a request for payment at less frequent intervals is	26	13
made. In no event shall such payment be advanced.	26	14
14.8 a. When Sabbatical Leave is acquired for a National Science	26	15
Foundation or other institutional grant, monies received from the	26	16
foundation or institution, plus sabbatical leaves monies from the Board,	26	17
shall not exceed in total amount the professional employee's full contracted	26	18
salary. Should monies from all the above sources exceed the professional	26	19
employee's full contracted salary, payments by the Board shall be	26	20
reduced in order that the professional employee will not receive more	26	21
than his/her full contract salary.	26	22
14.9 a. Expense monies provided by a foundation or an institution while	26	23
a professional employee is on sabbatical leave for a sponsored year by	26	24
such foundation or institution will not be counted as salary monies.	26	25
14.10 a. Full pension payment on the full contract salary must be paid	26	26
by the professional employee on sabbatical leave to sustain full pension	26	27
benefits.	26	28
14.11 a. Upon return from sabbatical leave a professional employee shall	26	29
be placed on the salary schedule at the level which s/he would have	26	30
achieved had s/he remained actively employed during the period of absence.	26	31
14.12 a. It is expected that any professional employee who has taken	26	32
sabbatical leave will upon completion of such leave remain as a	26	33
professional employee within the Middletown Township School District	26	34
for a period of no less than two (2) school years. Before any sabbatical	26	35
leave is granted the professional employee shall enter into a written	26	36
agreement with the Board which shall provide for reimbursement to the	26	37
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Board should the professional employee not remain within the Middletown Township School District as a professional employee for two (2) school years following the sabbatical leave. The Board may, depending upon circumstances, waive the requirement of reimbursement or any part thereof. However, it is understood that if the professional employee were unable to continue his/her employment for the expected two (2) year period following a sabbatical leave due to reasons of health, s/he would not be required to reimburse the Board for monies paid while absent on sabbatical leave.

ARTICLE XIV B. VACATIONS FOR SECRETARIAL EMPLOYEES

- 14.1 b.** Vacations apply only to twelve (12) month employees.
- 14.2 b.** Vacations shall not be used to extend weekends and every effort shall be made to plan for a minimum of five (5) day periods.
- 14.3 b.** Vacations shall be taken during the regular vacation period between July 1 and August 30 except for extenuating circumstances. Requests for times during the school year will be given consideration by the Board or its designee. If the principal or immediate superior determines that the work load can be handled by others during a designated period during the school year, this determination shall be considered by the Board or its designee in making the decision on vacation periods.
- 14.4 b.** Paid vacation for twelve-month employees shall be:
 - a. Personnel employed less than one (1) year shall receive one (1) vacation day for every two (2) calendar months worked. Should a newly employed person begin work on a day other than the first work day of the month, then the calculation of the calendar months worked shall commence on the first calendar day of the month next following the first full month of employment.
 - b. At the beginning of year 2 and to the end of year 5 — 10 days vacation.
 - c. At the beginning of year 6 and to the end of year 10 — 15 days
 - d. At the beginning of year 11 and to the end of year 20 — 20 days vacation.

Over twenty years employment — 25 days vacation.	28	1
14.5 b. Any ten month employee who transfers to a twelve month position shall have that employee's total work time in the district converted to a twelve month per year basis and then placed on the appropriate year of the vacation schedule for twelve month employees.	28	2
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14.6 b. Termination of services	28	6
a. In the event any said vacation time is accumulated at the time an employee's services terminate, the Board shall have the option to pay said employee her regular pay for the accumulated vacation days in lieu of vacation time.	28	7
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b. In the event the employee terminates her services without giving sixty (60) days notice, the Board shall have no obligation to pay for the unused vacation days.	28	11
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c. The aforementioned notice limitations may be reduced or waived at the discretion of the Board.	28	14
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ARTICLE XV DEDUCTIONS FOR DUES AND REPRESENTATION FEES

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15.1 The Board agrees to deduct from the salaries of the employees, after a reasonable advance notice, dues for the Middletown Township Education Association as said employees 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 monies, together with records of any corrections shall be transmitted to the Association Membership Coordinator by the 15th of each month. Official forms for withdrawal from APD for dues shall be issued by the Association only. The Board shall not issue formal Association Forms, nor accept certification of dues of the local association from any but the Association which is party to this Agreement.	28	20
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15.2 REPRESENTATION FEE

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A. If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee for	28	35
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that membership year. The purpose of this fee will be to offset the	29	1
employee's per capita cost of services rendered by the Association as	29	2
majority representative.	29	3
B. Prior to the beginning of each membership year, the amount of said	29	4
representation fee shall be certified to the Board by the Association, which	29	5
amount shall not exceed eighty-five per cent (85%) of the regular unified	29	6
dues, fees and assessments charged by the Association to its own members.	29	7
C. Once during each membership year covered in whole or in part by this	29	8
Agreement, the Association will submit to the Board a list of those	29	9
employees who have not become members of the Association for the current	29	10
membership year. The Board will deduct the representation fee in equal	29	11
installments, as nearly as possible, from the salary check paid to each	29	12
employee on the aforesaid list during the remainder of the membership	29	13
year in question.	29	14
D. These deductions shall commence thirty (30) days after the beginning	29	15
of employment in the unit or ten (10) days after re-entry into employment	29	16
in the unit.	29	17
E. Except as otherwise provided in this Article, the mechanics for the	29	18
deduction of representation fees and transmission of monies to the	29	19
Association will, as nearly as possible, be the same as those used for the	29	20
deductions provided in paragraph 15.1 above.	29	21
F. The Association shall establish and maintain at all times a demand	29	22
and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and	29	23
membership in the association shall be available to all employees in the	29	24
unit on an equal basis at all times. In the event the Association fails to	29	25
maintain such a system or if membership is not so available, the Board	29	26
shall immediately cease making said deductions.	29	27
G. The Association shall indemnify and hold the Board harmless against	29	28
any and all claims, demands, suits, and other forms of liability that shall	29	29
arise out of, or by reason of any action taken or not taken by the Board for	29	30
the purpose of complying with any of the provisions of this Article. The	29	31
Association shall intervene in, and defend, any administrative or court	29	32
litigation concerning this provision.	29	33
15.3 Nothing herein restricts the individual from the free exercise of rights	29	34
under the Statute herein cited.	29	35
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ARTICLE XVI EMPLOYEE RIGHTS

16.1 Pursuant to N.J.S. 34:13A-1, et seq. as amended, the Board agrees that every employee of the Board shall have the right to freely join, organize and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S. 34:13A-1, et seq., as amended or other laws of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, collective negotiations with the Board, or his/her institution of a grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

16.2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as s/he may have under New Jersey laws or other applicable laws or regulations. The right granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

16.3 Whenever any employee 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 employee in his/her office, position, or employment or the salary or any increments pertaining thereto, then s/he shall be given prior 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.

16.4 No grade shall be changed without prior consultation with the teacher.

16.5 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

16.6 Any criticism by a supervisor, administrator, or Board member of an employee and/or his/her instructional methodology shall be made in private except when the safety of staff or students, other emergency circumstances, or the need for timely comment to avoid adverse consequences require. No employee shall criticize a supervisor,

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administrator, or Board member in the presence of students.	31	1
16.7 A secretary on tenure being involuntarily transferred or reassigned shall suffer no reduction in basic compensation.	31	2
16.8 The Board agrees to provide an area for confidential telephone calls in each building.	31	3
16.9 Official communications with MTEA members from the administration shall be made in writing and not by e-mail or voice mail.	31	4
Official communication shall be defined to mean any communication relating to formal observations or evaluations, disciplinary action,	31	5
notices of renewal or nonrenewal of employment, or any formal directive to an employee.	31	6
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ARTICLE XVII ASSOCIATION RIGHTS	31	13
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17.1 The Board agrees to furnish to the Association the agenda and minutes of public Board meetings. The Association will be furnished by the Board with a directory of all employees containing the names and addresses of all staff members.	31	15
17.2 No representative of the Association shall suffer loss in pay for participating in mutually agreed to negotiations during school hours.	31	16
17.3 Association members shall be permitted to use school buildings at reasonable hours for meeting purposes, provided the Board Secretary is notified one day in advance of the time and place of meetings.	31	17
17.4 Members of the Association shall be permitted to use school equipment at reasonable times when such equipment is not otherwise in use, provided the Association President has requested permission of the Board Secretary for such use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for the repairs necessitated as a result thereof.	31	18
17.5 The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge or teacher’s dining room. The Association shall also be assigned adequate space on the bulletin board in each school's central office for informational notices of the Association.	31	19
The location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval for their posting shall be required.	31	20
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17.6 The Association shall have the right to use school mailboxes. The faculty representative shall be responsible for distribution within his/her school building including the right to place mail in the school mailboxes.	32	1
17.7 The Association shall be permitted to install and maintain a telephone at its own expense, in a place mutually agreed upon with the Board.	32	2
17.8 The Association President shall not be assigned more than four teaching periods. Additionally the Association President and two (2) other employees whom the Association shall designate as Representatives, shall not be assigned non-teaching duties. The Association President shall be allowed forty (40) minutes released time. In the event of an elementary employee being designated President of the Association, the released time shall be continuous with the lunch period. The Association President shall be granted ten (10) days per academic year for Association business, which s/he may designate for use by any Association representative.	32	3
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ARTICLE XVIII A TEACHER WORK YEAR

18.1 a. Prior to March 1st the Association representatives shall meet with the Superintendent and make their recommendations concerning the school calendar. Final determination of the school calendar as well as amendments thereof for good reason shall rest with the Board after consultation with the Association, subject to the right of the Association to seek clarification and make recommendations.	32	17
18.2 a. The school calendar for the years covered by this Agreement shall be as set forth in Schedule B.	32	18
18.3 a. The in-school work year for professional employees employed on a ten month basis (other than new personnel who may be required to attend an additional one for orientation) shall not exceed one hundred eighty-seven (187) days.	32	19
18.4 a. Days lost due to emergency conditions which reduce the number of school days below one hundred eighty (180) days shall be added to the school calendar to the extent of meeting a minimum of one hundred eighty (180) days.	32	20
18.5 a. The Board and the Association, having entered into discussions concerning the introduction of a new Mathematics program at the	32	21
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middle schools in the Fall of 2005, herewith agree and are agreed that the	33	1
Board of Education shall provide teachers participating in the program	33	2
with five (5) days of in-service training to be completed by September 30,	33	3
2005. Compensation shall be at the curriculum rate.	33	4

ARTICLE XVIII B SECRETARIAL WORK YEAR

18.1 b. Twelve (12) month employees shall work the calendar adopted	33	8
by the Board except as limited by other provisions of this Agreement.	33	9

18.2 b. Ten (10) month employees shall work a total of 200 days between	33	10
August 15 and June 30. The days shall be established with the school	33	11
calendar.	33	12

18.3 b. In the event the school calendar does not provide at least five (5)	33	13
working days after the end of the student year and before July 1st, 10-	33	14
month Principal's Secretaries shall have the option to work a sufficient	33	15
number of days after June 30th to reach a total of five (5) working days	33	16
from the departure of students if their work so requires. Such work shall	33	17
be paid at the secretary's per diem rate.	33	18

18.4 b. The Superintendent of Schools shall remind all building Principals	33	19
that overtime work for building-based clerical employees can be	33	20
authorized from time to time if those employees are unable to complete	33	21
their assignments due to unusually high workloads or other problems.	33	22
Overtime must be requested by te building Principal and approved by	33	23
the Superintendent in advance. Requests for overtime authorization	33	24
shall include an explanation as to the reason or reasons the overtime is	33	25
needed.	33	26

**ARTICLE XIX A TEACHING HOURS AND
TEACHING LOAD**

19.1 a. All professional employees shall indicate their presence for duty	33	31
by placing a check mark and their initials in the appropriate column of	33	32
the faculty sign-in roster. Any professional employees who arrive after	33	33
the faculty sign-in roster has been taken and collected must affix his/her	33	34
signature and time of arrival to a separate sign-in roster, which shall be	33	35
provided in each building.	33	36

19.2 a. Except as provided elsewhere in this Agreement, the length of	33	37
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the school day, during which time the professional employee is subject	34	1
to assignment by administration, shall not exceed six hours forty-five	34	2
minutes at the elementary and middle school, and shall not exceed six	34	3
hours and fifty-five minutes at the high schools. Schedule C, which sets	34	4
out teacher arrival and departure time, bus arrival and departure time,	34	5
and the beginning and ending of the student day, is incorporated herein	34	6
by reference.	34	7
19.3 a. Professional employees shall have a daily, duty-free lunch period	34	8
of at least equal length to that of the students assigned to their charge.	34	9
19.4 a. Every professional employee shall plan lessons and teach course	34	10
content within the guidelines of the curriculum or course of study.	34	11
Professional employees shall provide substitutes with daily, weekly and/	34	12
or alternate plans as needed. The obligation to provide a substitute	34	13
plans beyond a period of five (5) days shall be waived in cases of absence	34	14
continuing beyond five (5) days.	34	15
19.5 a. The Association agrees that professional employees shall be	34	16
available for extra help for students when the student requires such	34	17
help. The time spent by the professional employee in providing such help	34	18
need not be of an unreasonable duration, and shall be scheduled at a time	34	19
mutually agreeable to the student and teacher. The Association agrees	34	20
that this obligation to provide extra help is part of the professional employee	34	21
work load.	34	22
19.6 a. Building based professional employees may be required to	34	23
remain after the end of the regular workday, without additional	34	24
compensation, for the purpose of attending building, faculty or other	34	25
professional meetings no more than eleven (11) days each year, scheduled	34	26
no more than three (3) days in any one (1) month. Such meetings shall	34	27
begin no later than fifteen (15) minutes after student dismissal time and	34	28
shall run no more than forty-five (45) minutes, except in cases of	34	29
emergency involving the health and safety of students and/or professional	34	30
employees. Three (3) of the meetings shall run no more than seventy-five	34	31
(75) minutes. Professional employees assigned to the high school may be	34	32
required to remain after the end of the regular work day for not more	34	33
than one (1) meeting per month during the year prior to the ten-year	34	34
Middle States evaluation.	34	35
19.7 a. Teachers may be required to attend no more than three (3)	34	36
evening assignments or meetings, one of which may be for parent	34	37
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conferences, each school year without compensation. On the day the	35	1
evening parent conference is scheduled, there shall be a student day, the	35	2
length of which shall not exceed the minimum hours required for State	35	3
aid. The teaching staff shall be dismissed at the end of the student day.	35	4
The teacher day, including conferences, shall not exceed six hours and	35	5
forty-five minutes. Evening parent conferences shall be no longer than	35	6
two hours and fifteen minutes, ending by 9:30 P.M. Elementary evening	35	7
parent conferences that are scheduled shall be held the day before or day	35	8
after daytime parent conferences are scheduled, except on Fridays or the	35	9
day preceding a holiday. Secondary evening parent conferences that are	35	10
scheduled shall be held during the month of February after report cards	35	11
are issued. Parents must schedule conferences with building principals	35	12
on all levels and teachers must receive the schedule one week in advance.	35	13
The teacher day shall include lunch and preparation time within the	35	14
student day. If no parents are scheduled to meet with a particular	35	15
teacher, the teacher is not required to attend. A stipend has been	35	16
provided in Schedule D-2 for evening performances by elementary	35	17
specialists.	35	18
19.8 a. Release time for elementary parent-teacher conferences during	35	19
secondary mid-term exams will be scheduled after the student day, the	35	20
length of which meets the minimum requirements for State aid. There	35	21
shall be a 30-minute break between the end of the student day and the	35	22
first scheduled parent conference, in addition to the teacher's regularly	35	23
scheduled lunch period and professional preparation period. The	35	24
kindergarten day shall be 90 minutes long per session.	35	25
19.9 a. Meetings which take place after the regular in-school workday	35	26
and which require attendance shall not be called on Fridays or any day	35	27
immediately preceding any holiday, or other day upon which teacher	35	28
attendance is not required in school, except in cases of emergency.	35	29
19.10 a. An Association Representative, upon request, shall be allowed	35	30
to speak with the professional employees during any meeting referred to	35	31
in 19.6a of this Article at a time mutually agreeable.	35	32
19.11 a. The notice of and agenda for any meeting shall be given to the	35	33
professional employees involved at least two (2) days prior to the meeting	35	34
except in an emergency. Professional employees shall have the	35	35
opportunity to suggest items for the agenda.	35	36
19.12 a. In the event two (2) or more professional employees are assigned	35	37
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to teach the same subject and class within the same class period, such	36	1
assignment shall constitute a full teaching period assignment for each	36	2
within the meaning of this Article.	36	3
19.13 a. A professional employee shall not be assigned an administrative	36	4
detention or other assignment scheduled outside of the regular workday	36	5
as provided in Schedule C attached, except said professional employee's	36	6
schedule as provided in Schedule C attached be adjusted to permit	36	7
assignment to administrative detention, or other administrative	36	8
assignment to be completed within the regular six hour and forty-five	36	9
minute workday at the elementary and middle schools, and the regular	36	10
six hour and fifty-five minute workday at the high schools. The	36	11
assignment shall not deviate more than one hour from the Schedule C	36	12
constraints, notice shall be given at least two weeks before the schedule	36	13
change is to be implemented, and an administrator must be in the	36	14
building for the duration of the scheduled assignment. A bona fide effort	36	15
shall be made to seek a volunteer before making the assignment. Said	36	16
adjustment, prior to implementation, shall be approved by the office of	36	17
the Superintendent with notice to the Association in writing.	36	18
19.14 a. Professional staff, including regular classroom teachers and	36	19
special area personnel, may be assigned as substitutes without additional	36	20
compensation in lieu of their administrative assignments no more than	36	21
two (2) occasions in any one work week. Each such assignment in excess	36	22
of the two shall be compensated at the rate of 1/1400th of the respective	36	23
annual salary for each instance. Professional preparation periods shall	36	24
not be used as teaching periods.	36	25
19.15 a. Professional employees participation in regular extra curricular	36	26
activities which extend beyond the regularly scheduled in-school day	36	27
shall be voluntary, wherever possible, and shall be compensated according	36	28
to the provisions of Schedules D-1, D-2, and D-3 attached hereto and	36	29
made a part hereof.	36	30
19.16 a. All positions on Schedules D-1, D-2, and D-3 of this Agreement,	36	31
and other positions of this type created by the Board, shall be filled by	36	32
written appointment. If more than one candidate applies, those not	36	33
appointed shall be notified in writing. No appointments to new positions	36	34
created by the Board shall be made without prior negotiation with the	36	35
Association concerning terms, conditions and salary.	36	36
19.17 a. Assignment to a sixth teaching period shall be voluntary on the	36	37
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part of the professional employee and discretionary on the part of the Board. Said assignment shall be only in lieu of a regular administrative assignment, and shall in no way affect the negotiated professional preparation period as defined and provided within this Article. Such assignment shall be executed through the issuance of a special contract. The professional employee so assigned shall be compensated at the rate of 1/1400th of the annual salary for each period so assigned; or 1/28th of the annual salary for each marking period; or 1/14th of the annual salary for each semester; or 1/7th of the annual salary for each full year assignment. All benefits accruing under Articles X, XI and XIII shall apply to the additional work load as to the regular load.	37	1
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19.18 a. All sixth period teaching assignments as provided in 19.17a of this Article shall be posted in the school buildings (except in emergency) in which they occur following approval of said sixth period teaching assignments by the Board of Education and prior to engaging the services of a professional employee. A sixth period assignment is an additional teaching assignment accepted voluntarily by a professional employee.	37	12
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19.19 a. Professional employees assigned to more than one (1) building during any one (1) school day shall not be assigned an administrative assignment during that day, and mileage shall be reimbursed as provided in Article III, Paragraph 3.8.	37	19
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19.20 a. A professional employee employed on a regular basis for a schedule of at least four (4) hours per day, or twenty (20) hours per week, shall be compensated pro rata on the proper step of Schedule A attached, with all the benefits accruing thereto as a regular employee under all provisions of this Agreement. Travel between buildings in any one (1) work day shall be considered integral to the total hours worked and mileage shall be reimbursed as provided in Article III, Paragraph 3.8.	37	23
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19.21 a. All full time professional employees shall be guaranteed a minimum of two hundred (200) minutes each week for professional preparation scheduled no less than thirty (30) minutes each day and no more than sixty (60) minutes in any one (1) day, except as provided elsewhere in this Article. In the event that the Board establishes a new high school instructional schedule, but not before September 2006, high school teachers shall be scheduled for not less than thirty (30) minutes of professional preparation time per day but may be scheduled for more	37	30
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than sixty (60) minutes in any one (1) day. Professional preparation time	38	1
shall include but not be limited to preparation for classes, maintaining	38	2
records essential to particular assigned classes, and from time to time as	38	3
jointly agreed between the teacher and parent to confer concerning the	38	4
educational well-being of the student. The Administration shall schedule	38	5
no item for inclusion in the professional preparation time agenda for any	38	6
employee without prior mutual agreement with such employee. Effective	38	7
July 1, 2005, Elementary Teachers, grades one through five, shall	38	8
receive 220 minutes of preparation time per week and Kindergarten	38	9
Teachers shall receive an additional 20 minutes of preparation time per	38	10
session per each six (6) day cycle.	38	11
Contingent upon the Board of Education continuing to schedule more	38	12
than twenty-minutes of Spanish language instruction per six-day cycle,	38	13
regular elementary classroom teachers shall be required to remain in	38	14
their classrooms while the additional Spanish language instruction is	38	15
being provided to their students by the Spanish language teacher, unless	38	16
they engage in other job-related activities including, but not limited to	38	17
communications with parents (by telephone or e-mail), preparation of	38	18
student assessments, participation in parent conferences, participation	38	19
in observation/evaluation conferences with administrators and/or	38	20
supervisors, or in other self-directed job-related activities. It is understood	38	21
and agreed that this time shall not constitute an additional professional	38	22
preparation period.	38	23
19.22 a. Alternate scheduling shall be drawn to maintain the employee	38	24
professional time by use of one (1) of the following two (2) methods: by	38	25
shortening each period equally throughout the day, or by applying the	38	26
alternate scheduling to the students' schedule, but maintaining the	38	27
employee in regular scheduling.	38	28
19.23 a. Any employees assigned to serve in a training capacity for in-	38	29
service or working meetings as defined in 19.43a outside of the regular	38	30
school day, where other employees are obligated only to attendance shall	38	31
be compensated as per Article III, Paragraph 3.6.	38	32
19.24 a. Effective July 1, 1998 and thereafter, the daily teaching load in	38	33
the Senior High Schools shall be no more than five (5) teaching periods,	38	34
one (1) professional preparation period equal in length to one (1)	38	35
teaching period and one (1) administrative assignment which shall not	38	36
exceed the length of one (1) teaching period. The daily teaching load for	38	37
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teachers in the Middle School shall be no more than six (6) teaching periods, one (1) professional preparation period equal in length to one (1) teaching period, and one (1) administrative assignment which shall not exceed the length of one (1) teaching period. A provision is added to permit the administration to schedule, in lieu of the contracted administrative assignment provided in Article 19.24a, with the approval of the professional employee and upon written notice to the Association, a professionally related activity such as, but not limited to, tutoring small groups of students in a math laboratory, reading laboratory, and teacher-student advisor-advisee sessions.

Effective July 1, 2005, the Board shall provide Common Planning/ Department Planning periods for Middle School teachers. The goal is to establish common planning time whenever possible involving as many teachers as possible that have common classes or departments. Common planning time will occur no less than once every eight days. The Board shall have the right to establish priorities as to the frequency with which Common Planning/Department Planning periods are scheduled. When Common Planning/Department Planning time is scheduled for middle school teachers, it shall be scheduled in lieu of an administrative assignment period for that day. When it is not possible to schedule a teacher for common planning time, teachers will be assigned to a period to pursue related professional activities as listed below. Activities during the common planning time may include those listed for regular professional preparation time as set forth in 19.21a. In addition, activities may also include I&RS meetings, grade level team meetings, and, when possible, provide an opportunity to meet with the next grade level; develop thematic units and interdisciplinary projects, and discuss individual students and concerns regarding academic progress, etc. Common Planning/Department Planning time shall not be used for assignment of extra duties. The building administrator shall not be precluded from attending and participating in any common planning meetings that occur. Building principals shall be kept apprised of the activity through a notation in the teacher's weekly lesson plans and when none of the activities described above are scheduled during the Common Planning/Department Planning time, the Principal may suggest an activity in consultation with the teachers who share the common planning time.

A teacher in the Middle Schools who is assigned a sixth teaching	40	1
period assignment shall be paid an additional \$1,806 for the 2005-2006	40	2
school year, \$1,887 for the 2006-2007 school year, and \$1,968 for the	40	3
2007-2008 school year provide that s/he was employed on or before June	40	4
30,1999. A teacher employed after June 30, 1999 shall receive no	40	5
additional compensation for a sixth teaching period assignment in the	40	6
Middle Schools. The parties agree that the Middle School sixth teaching	40	7
period assignment pay shall continue to be credited for pension pur-	40	8
poses. The parties further agree that payment for the sixth period shall	40	9
be included in each paycheck, as determined by the decision of the	40	10
arbitrator in P.E.R.C. Docket No. 2000-22 (Grievance Number	40	11
2000-2).	40	12
Any provision of this Article which would prevent the scheduling of	40	13
a sixth period teaching assignment in the Middle Schools is hereby	40	14
waived; provided, however, that the granting of relief from an adminis-	40	15
trative assignment for teachers assigned four (4) or more preparations	40	16
pursuant to Section 19.26a of this Article shall not be deemed to prevent	40	17
the scheduling of a sixth teaching period and shall not, therefore, be	40	18
subject to the waivers set forth in this Article.	40	19
It is further agreed that, notwithstanding the above, any teacher	40	20
assigned to more than three (3) preparations shall be relieved of his/her	40	21
administrative duty assignment.	40	22
19.25 a. A homeroom period which exceeds a duration of twenty-two (22)	40	23
minutes shall be considered a teaching period within the meaning of this	40	24
Article, except for a maximum of ten (10) occasions in any one (1) school	40	25
year. Such extended homeroom periods shall be with prior notification	40	26
to the Association through the Association representative of the building.	40	27
19.26 a. Professional employees employed at the secondary level shall	40	28
not be required to teach in more than two (2) department areas and	40	29
where practicable, shall not be required to sustain more than three (3)	40	30
teaching preparations. A preparation, with the exception of the Industrial	40	31
Arts, Home Economics and Physical Education courses, shall mean an	40	32
assignment to teach within the established curriculum a particular	40	33
course for which there has been developed a separate course of study for	40	34
one-half year or one full year. To the extent that any professional	40	35
employee is assigned four or more preparations, as defined above, the	40	36
professional employee shall be relieved of his/her administrative	40	37
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assignment as provided in Article 19.24a.	41	1
19.27 a. A regular classroom teacher in the Middle Schools and Senior High Schools shall not be required to change subject area teaching stations more than three (3) times in any one (1) day.	41	2
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19.28 a. Every effort shall be made so that secondary professional employees shall not be required to teach consecutively and continuously for more than three (3) periods nor more than four (4) periods where double length periods are scheduled. In 1990-91 the parties shall develop a plan for the 1991-92 trial run of an elementary schedule where teachers will not have in excess of two and one-half (2 1/2) hours continuous teaching time, using lunch and preparation periods to accomplish this. The trial year shall be to test the program for success. The contract shall be reopened for the sole purpose of consideration of contractual inclusion of this plan.	41	5
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19.29 a. Kindergarten: Each professional employee assigned to teach kindergarten shall have a day limited in length to six (6) hours and thirty-five (35) minutes. Each professional employee so assigned shall have a duty free period for lunch, and professional preparation of a continuous sixty (60) minute duration between the morning and afternoon assignment.	41	15
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19.30 a. First through fifth: Each professional employee assigned to an elementary school i.e., grades 1-5, shall be provided with a minimum of two hundred (200) minutes per school week for professional preparation. Said professional preparation time to be provided said professional employee at the minimum rate of thirty (30) minutes per school day, in no event, however, to exceed sixty (60) minutes in any one day within any one school week. Scheduling within these limitations shall be solely at the local building level. Said professional preparation time provided for above shall be in addition to the thirty (30) minute duty free lunch period already afforded each professional employee assigned to an elementary school. The first ten (10) minutes of each day shall not be applicable to professional preparation as provided herein for non-special area professional employees.	41	21
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19.31 a. The workday for the professional employees designated as Special Service Personnel shall be the same as for all professional employees as provided in Article XIX, paragraph 19.2a herein and such employees shall be compensated as provided in Schedule A attached	41	34
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forty-five (45) minutes inclusive of lunch at the elementary and middle schools, and a regular day of six (6) hours and fifty-five (55) minutes inclusive of lunch at the high schools.	43	1
19.37 a. In addition to the regular professional preparation time resource persons shall be relieved of all and any administrative assignments and such time may be scheduled for meetings and other duties essential to the resource function.	43	2
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19.38 a. Special area personnel shall be professional employees assigned duty:	43	8
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(a) in art, music, physical education, health, computers or enrichment at the elementary level, and/or	43	10
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(b) in the instruction of students in more than one building on a regular schedule, and/or,	43	12
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(c) in professional duties other than actual regular classroom instruction.	43	14
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19.39 a. Special area personnel functioning in more than one building shall order supplies through the office of each building in which they serve for the students in those respective buildings. This section shall not apply to those supplies and/or equipment which are normally purchased for use on a unit or district basis.	43	16
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19.40 a. Special area personnel assigned per paragraph 19.38a (a) herein shall be assigned no more than six (6) teaching assignments in any one day.	43	21
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19.41 a. Necessary travel between buildings in any one (1) day shall relieve special area personnel from administrative assignments on that day, and mileage shall be reimbursed at the rate provided in Article III, Paragraph 3.8. When Elementary Special Area Personnel are required to travel between buildings that are more than two (2) miles apart, at least thirty (30) minutes should be allocated for travel time.	43	24
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19.42 a. Professional employees assigned/authorized to additional duties such as, but not limited to, pilot, innovative, developmental, R and D, curriculum workshops, curriculum development, and curriculum meetings, shall be compensated at 1/1200 of the first step of the Bachelor guide. Professional employees assigned/authorized to additional duties such as in-service programs that are conducted after the school day, within the school year, shall be granted in-service credit at the rate of one credit per fifteen (15) hours attended. In-service programs conducted	43	30
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during the summer shall be paid at 1/1200 of the first step of the Bachelor	44	1
guide and participants shall not be granted in-service credit. Grant	44	2
funded, non-instructional programs shall be limited to the lesser of the	44	3
amount provided in the grant or the amount determined by using the	44	4
existing formula. Workshop shall mean curriculum workshops,	44	5
curriculum development, or curriculum meetings designed to develop	44	6
solutions to problems through group study. In-service shall mean efforts	44	7
to promote professional growth and development of professional	44	8
employees while on the job.	44	9
19.43 a. The provisions of paragraph 19.42a apply in all cases where the	44	10
duties are in addition to a regular assignment, and do not apply in cases	44	11
where the duties are in lieu of a regular assignment. In the latter cases	44	12
no additional compensation shall apply.	44	13
19.44 a. Middle school athletic coordinators shall be released from	44	14
homeroom assignments so that they may use the time to perform tasks	44	15
related to the coordinator's responsibilities.	44	16
19.45 a. In the event that the Board adopts a new high school instructional	44	17
schedule which includes eight instructional periods, the Board and the	44	18
Association shall reopen negotiations on contract language addressing	44	19
the questions of what professional activities teachers will engage in as	44	20
an eight period assignment,	44	21
19.46 a. In the event that the Superintendent of Schools makes a	44	22
determination to recommend a new high school and/or middle school	44	23
instructional schedule, s/he shall present it to the Association no later	44	24
than December 15 of the school year preceding the school year in which	44	25
the new schedule would be implemented for a review and comment	44	26
before the Board takes any action on a recommendation. The Board and	44	27
the Association shall each have the right to reopen contract negotiations	44	28
to address specific issues raised by the new schedule.	44	29
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ARTICLE XIX B SECRETARIAL HOURS AND WORKLOAD	44	32
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19.1 b. The working hours of secretaries shall be:	44	34
First teacher workday in September through last student day in June:	44	35
7.5 hours or 8 hour workday as assigned.	44	36
Day following last student day in June through the day before the first	44	
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teacher workday in September:	45	1
7 hour workday.	45	2
19.2 b. Early dismissal shall be granted by the central office only and	45	3
shall be applicable to all office personnel in the district. Individual	45	4
offices shall not violate uniform dismissal time.	45	5

ARTICLE XX CLASS SIZE

On or before October 15th of each year, the Board agrees to furnish the	45	9
Association a matrix of all pupil contact existent in the district.	45	10

ARTICLE XXI ADMINISTRATIVE ASSIGNMENTS

21.1 A professional employee may drive students voluntarily, provided	45	13
his/her principal or immediate superior gives approval in advance.	45	14
Compensation for such service shall be at the rate provided in Article III,	45	15
Paragraph 3.8.	45	16
21.2 Throughout the duration of this Agreement, the Board shall	45	17
arrange for and maintain appropriate insurance to cover all damages,	45	18
losses, and expenses incurred by a professional employee against whom	45	19
any action shall be brought for an act or omission arising out of	45	20
the authorized use of his/her automobile in the performance of school duties.	45	21
It is agreed that such insurance shall be non-owner excess coverage.	45	22
21.3 Cafeteria duty may be assigned no more than once every two	45	23
years, unless a teacher volunteers more often. Each April volunteers will	45	24
be sought for the following year. Cafeteria duty will be restricted to the	45	25
length of one student lunch and no other administrative duty will be	45	26
attached to it.	45	27
21.4 The Board and the Association shall jointly study differences in	45	28
administrative duty assignments among the Elementary Schools.	45	29

TEACHER EMPLOYMENT

22.1 a. Initial placement on the salary guide shall be at the discretion	45	31
of the Board.	45	32
22.2 a. Military experience may be granted up to four years and shall be	45	33
combined with the total teaching experience to determine the proper	45	34

step on Schedule A.	46	1
22.3 a. Employees with previous experience in the Middletown Township School District, shall, upon returning to the district, be credited fully on Schedule A for all teaching experience outside the district, military experience (22.2a) or alternate civilian experience required by the Selective Service System, Peace Corps, Vista, or National Teacher Training Corps, work and time spent on a Fulbright Scholarship.	46	2
Previously accumulated unused sick days which were accumulated within the Middletown Township School District shall be restored to all employees returning to the district who took leave for reasons of maternity and whose return occurs within five (5) years. In all other situations, the restoration of unused sick leave shall be at the discretion of the Superintendent.	46	3
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22.4 a. Credits above Bachelor degree shall be credited as provided on Schedule A with written prior approval for all employees employed while pursuing the credit, with written approval for all employees whose transcripts are submitted indicating such credits prior to employment, and in toto for employees returning to the system who gained credit while absent from employment. In each case the graduate credits must be subsequent to those required for the certification for initial employment.	46	14
All degrees shall be credited as the degree, pure and simple, regardless of the number of credits required for the degree.	46	15
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22.5 a. Service increment on Schedule A shall only apply to employees granted tenure in accord with N.J.S. 18A.	46	23
	46	24
22.6 a. Industrial experience and Nursing experience outside of the field of education may be granted at the discretion of the Superintendent for employees employed and assigned primarily to industrial arts and nursing/health respectively.	46	25
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22.7 a. Non-tenure professional employees shall be notified of their contract and salary status for the ensuing year no later than May 15. Special contracts shall be issued no later than July 15.	46	29
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22.8 a. Any proposed reduction in the number of professional employees employed by the Board shall be discussed with the Association prior to final Board action.	46	32
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ARTICLE XXII B SECRETARIAL EMPLOYMENT	47	1
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22.1 b. Upon employment an employee shall be advised of the classification and compensation the position carries.	47	3
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22.2 b. Before commencing work, an employee shall be provided with the necessary forms by which said employee can avail her/himself of all benefits provided by the Board.	47	5
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22.3 b. The Board reserves the right to evaluate previous experience for placement on the salary guide.	47	8
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CLASSIFICATIONS	47	11
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CATEGORY I	47	13
• All district secretarial staff, excluding receptionis and special services who do not work district wide.	47	14
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• Principals’ secretaries (one per school).	47	16
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CATEGORY II	47	18
• All secretaries for administrators other than district or principal (assistant principal, director, etc.)	47	19
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CATEGORY III	47	22
• Secretaries who work in non-administrative office: (library, nurse, etc.)	47	23
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• Special Services Clerks- do not type IEP’s	47	25
• Clerk in main office/school:	47	26
• Receptionists	47	27
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ARTICLE XXIII TEACHER ASSIGNMENT	47	29
	47	30
23.1 All professional employees shall be given written notice of their salary schedules, class and/or subject assignments, and their building assignments for the forthcoming year not later than August 15. Notices of change in room assignments will be made not later than the last day of August.	47	31
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23.2 In the event that changes in such schedules, class and/or subject assignments, building assignments or room assignments are proposed	47	36
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after August 15, the Association and the professional employee affected	48	1
shall be notified promptly in writing and upon the request of the	48	2
professional employee, the changes shall be promptly reviewed between	48	3
the Superintendent or his/her designee and the professional employee	48	4
involved.	48	5
23.3 Professional employees who are assigned to more than one school	48	6
shall be notified of changes in their schedules as soon as practicable.	48	7
23.4 Professional employees who are assigned to more than one school	48	8
per day shall be reimbursed as provided in Article III, paragraph 3.8 for	48	9
all driving done between their base school and any other school or schools	48	10
where they are required to be present during the course of the school day.	48	11

ARTICLE XXIV VOLUNTARY TRANSFERS AND REASSIGNMENTS

24.1 Not later than June 1, the Superintendent will have posted in all	48	16
school buildings and have forwarded to the President of the Association	48	17
a list of known vacancies that occur for the following year.	48	18
24.2 A professional employee who desires a change in grade, subject,	48	19
and/or building assignment, may submit to the Superintendent a written	48	20
statement of his/her requests with a copy to his/her principal not later	48	21
than June 15.	48	22

ARTICLE XXV INVOLUNTARY TRANSFERS AND REASSIGNMENTS

25.1 The Board agrees that if any professional employee is to be	48	27
transferred or reassigned, other than during the regular summer vacation,	48	28
the Superintendent shall, except in cases of emergency, notify him/her	48	29
of such transfer or reassignment as soon as practicable, but no later than	48	30
fifteen (15) school days prior to the effective date of the transfer or	48	31
reassignment. Should a transfer be made during the regular summer	48	32
vacation, the transferee shall be notified by registered mail at his/her	48	33
last known address.	48	34
25.2 In the event of a transfer or reassignment, the professional	48	35
employee involved, at his/her option, may request a meeting with the	48	36
Superintendent or his/her designee to discuss the transfer.	48	37

TEACHER PROMOTIONS

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26.1 a. Promotional positions shall be those of Assistant Superintendent, Principal, Vice Principal, Supervisor, Coordinator, Athletic Director, Department Chairperson, Director, Director of Evening School and Administrative Intern.	49	2
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26.2 a. Promotional positions shall not include those positions listed in Schedule D with the exception of those appearing above.	49	6
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26.3 a. Should a vacancy occur in a promotional position during the regular school year or during the summer when school is not regularly in session, a notice of such vacancy shall be posted in each school building on the bulletin board of each faculty room and on the central office bulletin board, and a copy of such notice shall be forwarded to the President of the Association not later than twenty (20) school days following the occurrence of a vacancy. The notice shall set forth the promotional position vacated, the qualifications needed by the applicant to fill the position, the duties of the person who fills the vacated position, the compensation schedule of the vacated position, and the manner in which qualified persons can make application for the vacated position.	49	8
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26.4 a. All applications, in order to be considered, must be submitted in writing to the Superintendent not later than the date set forth in the notice. The Superintendent shall acknowledge all applications within three (3) days.	49	19
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26.5 a. A professional employee 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 his/her name to the Superintendent, together with the position for which s/he is applying, and the address where s/he may be reached during the summer. The Superintendent shall notify such professional employee of any such vacancy in a position for which s/he has applied as far in advance as practicable, ordinarily at least twenty-one (21) calendar days before the final date when applications must be submitted and in no event less than fourteen (14) calendar days before such date, except in cases of emergency.	49	22
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26.6 a. Announcements of appointments shall be made in the same manner as the notices of vacancies are posted.	49	32
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26.7 a. All new and vacated administrative positions which occur in federal programs shall be posted in the same manner as promotional positions.	49	34
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26.8 a. It is understood by the Association that the foregoing procedure will not preclude the Board from filling any positions referred to with persons other than those presently on the staff of the Middletown Township School District.

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ARTICLE XXVI B SECRETARIAL PROMOTIONS

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26.1 b. All qualified secretaries shall be given adequate opportunity to make application for positions that become available.

26.2 b. All secretarial and clerical vacancies shall be posted no later than two (2) weeks following the date that the vacancy occurs or a resignation is received, and each employee within the bargaining unit shall have the opportunity to apply for and be interviewed for said vacancy. Any such interview shall occur no later than two (2) weeks following such application. All applicants for the vacant position shall be notified, within ten (10) days of the completion of the interviews, of the final decision.

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ARTICLE XXVII A TEACHER EVALUATION

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27.1 a. All monitoring or observing of the work performance of a professional employee shall be conducted openly and with full knowledge of the professional. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

27.2 a. Tenure teachers shall be evaluated at least one time per year. A professional employee shall be given a formal conference with his/her evaluator before any classroom evaluation is submitted to his/her superior, to the central office, placed in the professional employee's file or otherwise acted upon. Within three (3) school days of the time of an observation, the evaluator shall meet with the teacher observed. No sooner than one (1) school day thereafter, but no later than three (3) school days thereafter, the evaluator shall prepare a written evaluation and present three (3) copies to the professional employee for his or her signature.

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27.3 a. Each evaluation copy shall contain the statement, "I have read and conferred with (evaluator's name) on the above evaluation." The professional employee's signature does not imply in any way that s/he is in agreement with the evaluation.

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27.4 a. Two (2) copies of the signed evaluation are returned to the evaluator. No professional employee shall be required to sign a blank or incomplete evaluation form.	51	1
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27.5 a. Any professional employee shall be granted the opportunity upon reasonable notice to the Superintendent to review the contents of his/her personnel file once annually. Such employee may after reviewing his/her file submit a written reply to any material in his/her file which s/he believes to be derogatory, which reply shall become a part of the file.	51	4
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27.6 a. Final evaluation of a professional employee upon termination of his/her employment shall be concluded prior to severance and no documents and/or material related thereto shall be placed in the personnel file of such a professional employee after severance other than in accordance with the procedure set forth in this Article.	51	9
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27.7 a. Employees shall have the right of representation if disputing an evaluation.	51	14
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ARTICLE XXVII B SECRETARIAL EVALUATIONS

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27.1 b. Evaluations shall be made at the completion of the ninety (90) day probationary period of secretaries by the person's immediate supervisor.	51	19
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27.2 b. An evaluation of all post-probationary secretaries shall be made at least once yearly by the person's immediate supervisor.	51	22
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27.3 b. The evaluator shall prepare a written report and present three (3) copies to the employee for his/her signature.	51	24
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27.4 b. Each evaluation copy shall contain the statement "I have read and conferred with (the evaluator's name) on the above evaluation." The employee's signature does not imply in any way that s/he is in agreement with the evaluation.	51	26
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27.5 b. Two (2) copies of the signed evaluation are returned to the evaluator. No employee shall be required to sign a blank or incomplete evaluation form.	51	30
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27.6 b. Employees shall have the right of representation if disputing an evaluation.	51	33
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ARTICLE XXVIII FAIR DISMISSAL PROCEDURE

28.1 On or before May 15th of each year, the Board shall give to each non-tenured professional employee continuously employed since the preceding September either a written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increase in salary and benefits as may be required by law or agreement between the Board and the Association, or a written notice that such employment not be offered.

28.2 Should the Board fail to give a non-tenured professional employee either an offer of contract for employment for the next succeeding year or notice that such employment shall not be offered on or before May 15th, the Board shall be deemed to have offered to that professional employee continued employment for the next succeeding year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.

28.3 If the professional employee, tenured or non-tenured, desires to accept employment s/he shall notify the Board of such acceptance, in writing, preferably by May 15th but no event later than June 1st, in which event such employment shall continue as provided for herein. If the professional employee has been on leave of absence and desires to return s/he shall notify the Board no later than June 1st, in which event such employment shall continue as provided for herein. Effective July 1, 1998, if a professional employee has been on leave of absence and desires to return s/he shall notify the Board no later than April 30th, in which event such employment shall continue as provided for herein.

28.4 Any non-tenured professional employee who is not offered a contract of employment for the subsequent year will be permitted an interview with the Superintendent, at which interview s/he is permitted to have present a representative of the Association. The file of the professional employee will be available for the professional employee's perusal or perusal of the representative of the Association.

28.5 Any non-tenured professional employee employed subsequent to January 1st but no later than April 1st shall on or before June 1st receive the provisions of paragraphs 28.1 through 28.4 inclusive with the date of June 1st as provided in this Article, provided that said professional employee has been continuously employed in the District for at least

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sixty (60) days prior to June 1st.	53	1
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ARTICLE XXIX TEACHER-ADMINISTRATION LIAISON	53	3
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29.1 The professional employees may select a Liaison Committee of no more than four (4) professional employees for each elementary school which shall meet with the Principal three (3) times a year unless fewer meetings are mutually agreed upon.	53	5
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29.2 In the high schools and middle schools where departmentalization exists, the committee shall include no more than one (1) representative from each department.	53	9
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29.3 The meetings shall be for the purpose of permitting the employees' committee to review and discuss local school problems and practices and to play an active role in recommending revision or development of building policies. Areas for consideration shall include but not be limited to such matters as curriculum, textbooks, distribution of materials and supplies, discipline, and parent visitation. These meetings shall take place immediately following the school day.	53	12
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29.4 The officers of the Association may meet with the Superintendent three (3) 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.	53	19
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ARTICLE XXX CURRICULUM CONSULTATION COMMITTEE	53	24
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30.1 A Curriculum Consultation Committee shall be established annually. The Committee shall consist of the Superintendent or his/her designee and four (4) representatives appointed by him/her and five (5) representatives appointed by the Association.	53	26
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30.2 The purpose of the Committee shall be to strengthen the educational program through recommendations, research, implementation and evaluation of the Board and the Association to best meet the needs of the students, the schools and the community. The Committee may consider any related matters regarding the effective operation of the Middletown Township School District.	53	30
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30.3 The Committee shall be authorized to establish study committees for specific projects to allow for those who would be affected by the	53	36
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Committee recommendations to have an opportunity to be involved.	54	1
30.4 The Committee shall encourage the initiation of ideas and suggestions for projects by individual professional employees, departments, grades, Association committees, Administrators, Board members, students, parents or other interested parties.	54	2
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30.5 Nothing in this Article shall be interpreted to prevent the Committee from consulting such additional professional employees, administrators, professional advisors, students, parents or other persons as the members herein designated shall determine are desirable and appropriate for said purposes. Such persons shall serve without compensation and shall have no vote on the Committee.	54	6
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30.6 The Committee shall establish its own rules of procedure and shall provide for a rotating chairperson who shall be responsible for the arrangement and conduct of meetings. Meetings shall normally be conducted after school hours, but, by mutual agreement of the parties, the Committee is not precluded from meeting during the school day. No member of the Committee shall be paid for participation on the Committee.	54	12
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30.7 The Board agrees that within sixty (60) calendar days following receipt of recommendations from the Committee it will respond to the recommendations either by requesting additional information, indicating it will implement the recommendations, it will not implement the recommendations, or it will partially implement the recommendations.	54	18
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30.8 Should the Committee be unable to recommend a solution to a problem under consideration, then either the Superintendent, his/her designees, or the Association designees may request a meeting with the Board in executive session provided each member of the Committee is informed of the request. The Board agrees that if such a request is granted every member of the Committee will be permitted to attend the executive session.	54	23
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30.9 It is understood and agreed that the Curriculum Consultation Committee will function only in an advisory capacity and should any of its conclusions or recommendations be rejected by the Board or should the Board refuse to implement any of its conclusions or recommendations, such action by the Board shall not constitute or be the basis for processing a grievance.	54	30
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30.10 In addition to whatever unassigned time they may be entitled to under the terms of this Agreement, professional employees who are	54	36
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members of any of the Committee's sub-committees shall be provided	55	1
with released time at the discretion of the Superintendent for the	55	2
purpose of working on any of the Committee's projects.	55	3

ARTICLE XXXI PROFESSIONAL DEVELOPMENT	55	5
AND EDUCATIONAL IMPROVEMENT	55	6

31.1 The parties recognize that professional employees must continue	55	8
to review curricular content, teaching methods and materials, educational	55	9
philosophy and goals, social changes and topics related to education. The	55	10
parties also support the principle of continuing training of professional	55	11
employees and the improvement of instruction.	55	12

31.2 To work toward the ends stated above, the Board agrees to pay full	55	13
cost of tuition and other reasonable expenses incurred in connection with	55	14
any courses, workshops, seminars, conferences, in-service training	55	15
sessions, or other sessions a professional or secretarial employee is	55	16
required to attend.	55	17

31.3 All in-service programs shall be conducted during the in-school	55	18
workday if professional employee's attendance is mandatory. All such	55	19
programs conducted after the professional employee's workday or during	55	20
the summer shall be voluntary. Course credit shall be granted for in-	55	21
service programs in the same manner as graduate credits. Excused	55	22
absences cannot exceed two hours to receive credit.	55	23

31.4 Prior to taking courses for which salary increment will be sought,	55	24
the professional or secretarial employee shall complete, in duplicate, a	55	25
Course Approval Form for Professional Staff or a Course Approval Form	55	26
for Secretarial Staff, as appropriate, which shall be available in the	55	27
Superintendent's Office and shall submit the form to the Superintendent	55	28
for approval. Any additional courses requested subsequent to the initial	55	29
request shall be resubmitted on the original form.	55	30

31.5 The Course Approval Form for a Professional Staff and the Course	55	31
Approval Form for Secretarial Staff, submitted by both the professional	55	32
or secretarial employees, shall list appropriate spaces for the course to	55	33
be taken, the college, university or institution where it is to be taken, the	55	34
date of completion, number of credits to be received and mark	55	35
attained. No more than eighteen (18) credits will be approved during the	55	36
school year, with a maximum limit of nine (9) credits per semester or six	55	37

(6) credits per trimester. (Note: Summer Inter-session is not to be considered part of the eighteen (18) credit limitation. Mid-term Inter-session is to be considered part of the eighteen (18) credit limitations.)	56	1
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31.6 The superintendent has the authority to decline approval for any course or courses which in his/her opinion are not relevant to the job the professional or secretarial employee is hired to perform. The superintendent or his designee shall establish criteria for the approval of courses. The MTEA shall be consulted concerning criteria.	56	4
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31.7 Approval or rejection of any course or courses by the Superintendent shall be so stated on the Course Approval Form, a copy of which shall be returned to the professional or secretarial employee who has applied.	56	9
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31.8 Salary increment shall be granted on September 1st, and/or February 1st, next following the presentation by the professional employee of an official transcript setting forth the grade attained and attesting to the fact that the course or courses have been satisfactorily completed, or, by the secretarial employee, a verification of completion.	56	12
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31.9 Secretarial staff shall receive salary guide credit for additional education at the rate of two hundred fifty (\$250.00) dollars for every seventy-five (75) hours of related seminar or undergraduate work or their equivalent.	56	17
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ARTICLE XXXII MENTORING ASSIGNMENTS	56	22
	56	23
32.1 All vacancies for mentoring positions shall be posted as early as the District is aware of its needs. Postings shall follow existing posting procedures in the District and shall include qualifications for the position.	56	24
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32.2 No employee shall be involuntarily 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.	56	28
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32.3 No teacher shall serve as a mentor unless s/he is tenured in the District.	56	32
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32.4 No teacher shall serve as a mentor to more than one provisional/alternate route teacher simultaneously.	56	34
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32.5 Mentors shall receive a stipend in accordance with Schedule D-2.	56	36
32.6 The M.T.E.A. representative on the District Professional	56	37
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M.T.E.A.	56	39
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Development Committee shall be compensated with release time and	57	1
with no more than ten (10) hours per year at the curriculum rate.	57	2
32.7 An updated and complete list of mentors by building and grade/	57	3
subject area shall be provided to the District Professional Development	57	4
Committee and the Association office and shall be posted in each	57	5
building each time additional mentors are approved for assignment by	57	6
the Board.	57	7
32.8 All openings for mentors shall be posted in the building where the	57	8
opening exists. Copies shall be sent to the Association office. In addition,	57	9
the Board will advertise for mentor applications twice in each year, the	57	10
first time in August, which shall be included in every teacher's August	57	11
15 notification of schedule, and again in January.	57	12
32.9 Mentor participation in any formal or informal administrator	57	13
evaluation of a mentee or in consultation with building administration	57	14
regarding the performance of a mentee is strictly prohibited. No mentor	57	15
shall be required to prepare any paperwork which might be used in	57	16
connection with the evaluation of a mentee.	57	17

**ARTICLE XXXIII MAINTENANCE OF CLASSROOM
CONTROL AND DISCIPLINE**

33.1 When, in the judgment of a teacher, a student is by his/her behavior	57	22
seriously disrupting the instructional program to the detriment of other	57	23
students, the teacher may send the student from the classroom and refer	57	24
him/her to the principal.	57	25

33.2 Within sixty (60) calendar days after the execution of this Agreement,	57	26
a Joint Student Behavior Committee consisting of four (4) members	57	27
appointed by the Superintendent and four (4) members appointed by the	57	28
Association shall be established. The purpose of the committee shall be	57	29
to develop proposals to be recommended to the Board for adoption for use	57	30
by the teachers in handling disruptive students and to develop	57	31
constructive programs for disruptive students whose presence in regular	57	32
classes represents unusual problems for the regular learning process.	57	33
The Committee shall dissolve following its recommendations to the	57	34
Board which shall be made within four (4) months after the committee	57	35
is created. In no event shall the committee dissolve prior to a response	57	36
to its recommendations from the Board and in no event shall the	57	37

committee's existence extend beyond the contractual period.	58	1
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ARTICLE XXXIV COMPLAINT PROCEDURE	58	3
	58	4
34.1 Any complaint regarding a professional employee made to any member of the administration by any parent, student, or member of the public which does or may influence evaluation of a professional employee shall be promptly called to the professional employee's attention following the initial investigation of the complaint by the Administration or the Board.	58	5
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34.2 Prior to taking any disciplinary action predicated upon a complaint by a parent, student, or member of the public, the complainant shall be identified and the professional employee shall have an opportunity to respond to and/or rebut such complaint and shall be entitled to representation provided by the Association.	58	11
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ARTICLE XXXV HOME INSTRUCTION	58	17
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35.1 All professional employees seeking home instruction assignments shall make application for such assignments in writing to the Superintendent and shall state in said application the field(s) of New Jersey State Certification and the grade level of Certification.	58	19
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35.2 A listing of all such applicants shall be compiled no later than October 1st of each school year and be arranged alphabetically according to subject area and grade level. Applications received subsequent to September 30th of any school year shall be added to the end of said listing with the date of receipt of said application.	58	23
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35.3 Multiple assignments shall be made only on a rotational basis, except that a classroom teacher assigned under Subsection 1 of this section shall not suffer loss of said employee's rotational position in the compiled listing.	58	28
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35.4 A professional employee regularly assigned to a full teaching schedule shall be assigned no more than a maximum of ten (10) hours home instruction per calendar week.	58	32
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35.5 Refusal by a professional employee of a home instruction assignment shall render said employee's rotational position on the compiled listing forfeit and the name of said professional employee shall be added to the end of the listing as of the date of said refusal. Three (3) such	58	35
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M.T.E.A. Page 58 2005-2008	58	39

refusals shall effectively remove said employee's name from the listing	59	1
and said name shall be replaced on the listing only upon re-application	59	2
the following school year.	59	3
35.6 All applications made during the term of this Agreement shall be	59	4
deemed permanent for the duration of this Agreement, except as herein	59	5
noted.	59	6
35.7 All home instruction shall take place outside of the professional	59	7
employee's work day as listed in Schedule C, attached and shall be	59	8
conducted at no time within the school buildings of this district.	59	9
35.8 All professional employees actively engaged in home instruction	59	10
shall report to the Superintendent directly, or his/her designee. All	59	11
reports shall be filed by the last workday of each calendar month.	59	12
35.9 Computation of hours of instruction shall be exclusive of travel time	59	13
and compensation shall be made by the Board within sixty (60) days after	59	14
the filing of the monthly report.	59	15
35.10 The Board shall provide each professional employee assigned	59	16
home instruction a health- status statement concerning the student to be	59	17
instructed. Said status statement shall be in writing and receipt of same	59	18
shall be acknowledged by said professional employee in writing.	59	19
35.11 Statements of complaints originating from persons other than	59	20
administrators within the system shall be subject to provisions of	59	21
Article XXXIV.	59	22
35.12 Compensation for home instruction assignments shall be 1/1200	59	23
of the first step of the Bachelor's Guide.	59	24
35.13 Mileage shall be reimbursed at the rate specified in Article III,	59	25
paragraph 3.8 based upon the district chart Schedule E attached.	59	26
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ARTICLE XXXVI MISCELLANEOUS PROVISIONS	59	28
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36.1 The Board and the Association agree that there shall be no	59	30
discrimination, and that all practices, procedures, and policies of the	59	31
school system shall clearly exemplify that there is no discrimination in	59	32
hiring, training, assigning, promoting, transferring, or disciplining of	59	33
employees or in the application or administration of this Agreement on	59	34
the basis of race, creed, color, religion, national origin, sex, domicile, or	59	35
marital status.	59	36
36.2 This Agreement constitutes Board policy for the term of said	59	37
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M.T.E.A.	59	39
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Agreement, and the Board shall carry out the commitments contained	60	1
herein and give them full force and effect as Board policy in accordance	60	2
with N.J.S.A. 34:13A-5.3.	60	3
36.3 Any individual contract between the Board and an individual	60	4
employee, heretofore or hereafter executed, shall be subject to and	60	5
consistent with the terms and conditions of this Agreement. If an	60	6
individual contract contains any language inconsistent with this Agree-	60	7
ment, this Agreement, during its duration, shall be controlling.	60	8
36.4 Terms and conditions of employment for professional employees	60	9
implementing any pilot experimental program approved by the Board	60	10
shall be negotiated with the Association prior to implementation.	60	11
36.5 Whenever any notice is required to be given by either of the parties	60	12
to this Agreement, pursuant to the provisions of this Agreement, either	60	13
party shall do so by telegram, certified mail, or hand delivered with a	60	14
receipt at the following address:	60	15
	60	16
1. If by the Association, to the Board	60	17
C/O Superintendent	60	18
59 Tindall Road	60	19
Middletown, New Jersey 07748	60	20
	60	21
2. If by the Board, to the Association	60	22
C/O President	60	23
P.O. Box 208	60	24
Belford, New Jersey 07718	60	25
36.6 Upon acceptance of this Agreement the Association and the Board	60	26
shall each designate one (1) representative to prepare a corrected copy	60	27
of the agreement. The corrected copy of the agreement shall be in the	60	28
hands of a printer no later than thirty (30) days following the agreement.	60	29
Within fifteen (15) days of the receipt of the corrections and modifica-	60	30
tions from the printer, the Board and the employees shall receive their	60	31
final modifications.	60	32
36.7 Prohibition against Reprisals.	60	33
a. No reprisals of any kind shall be taken by the Board or any of its	60	34
representatives or agents against the Association or any member of the	60	35
Association by reason of participation in the strike which commenced on	60	36
November 29, 2001 and ended on December 7, 2001.	60	37
b. No reprisals of any kind shall be taken by the Association or any	60	38
M.T.E.A. Page 60 2005-2008	60	39

of its representatives or agents against the Board, or any representative, 61 1
agent or employee of the Board because of his or her attendance at work 61 2
or other actions or inaction during the aforesaid strike. 61 3

ARTICLE XXXVII SAVING CLAUSE 61 4

37.1 Should any provision hereof, or the application of any such 61 5
provision to any person or circumstance, be rendered or declared invalid 61 6
by reason of existing or subsequently enacted legislation or by any decree 61 7
of a Court of competent jurisdiction, or by any order of any administra- 61 8
tive agency, state or federal, the remainder of this Agreement, or the 61 9
application of any such provisions to persons or circumstances other 61 10
than those as to which it is held invalid shall not be affected thereby. 61 11

ARTICLE XXXVIII AGREEMENT

A. This Agreement shall be effective as stated in Article II of this Agreement, subject to the Association's right to negotiate a successor agreement under the conditions provided in Article II.

B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their Secretaries, and their corporate seal placed thereon, all on the day and year first above written.

MIDDLETOWN TOWNSHIP EDUCATION ASSOCIATION

By _____
PRESIDENT

By _____
SECRETARY

MIDDLETOWN TOWNSHIP BOARD OF EDUCATION

By _____
PRESIDENT

By _____
SECRETARY

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