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Contract no. 410

13-31

Middletown Township Board of Education

Middletown Township Administration

and ...

**LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS**

OCT 11 1989

RUTGERS UNIVERSITY

MIDDLETOWN TOWNSHIP BOARD OF
EDUCATION
M.T.A.S.A. CONTRACT
1987-1990

AGREEMENT BETWEEN

THE

MIDDLETOWN TOWNSHIP ADMINISTRATORS AND SUPERVISORS ASSOCIATION

AND

THE

MIDDLETOWN TOWNSHIP BOARD OF EDUCATION

1987 - 1990

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ARTICLE I: RECOGNITION

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

ARTICLE II: NEGOTIATING PROCEDURE

2.1 The parties agree to engage in collective negotiations over a successor agreement pursuant to law.

2.2 This agreement incorporates the entire understanding of the parties on all matters which were, or could have been the subject of negotiations. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

2.4 This Agreement shall be effective as of July 1, 1987 and shall continue in effect until June 30, 1990, subject to the association's right to negotiate over a successor agreement.

ARTICLE III: COMPENSATION

3.1 The salaries of all administrators* shall be as set forth as attached hereto. [* The term administrator herein also denotes supervisors throughout this contract.]

3.2 An administrator may individually elect to have ten percent (10%) or more of their salary deducted from their pay. These monies shall be forwarded by the Board Secretary to the Mon-Oc Teachers Federal Credit Union for deposit in the administrator's personal account no later than the last day of each month in which said monies are payable.

3.3 When a payday falls on or during a school holiday, vacation, or weekend, administrators shall receive their paychecks on the last work day preceding such holiday, vacation or weekend.

ARTICLE IV: INSURANCE PROTECTION

4.1 The administrator and 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 effective July 1, 1978.

4.2 The administrator and 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, 1983.

4.3 Effective July 1, 1986, the Board will provide individual/family prescription coverage for each eligible employee with the cost of this coverage to the Board capped at \$150 per employee and with the co-payment to be determined within the framework of the cap.

4.4 The Board will provide hospitalization and Major Medical Health Benefits Coverage for the administrator only for one year from the effective date of retirement.

4.5 The aforementioned insurance coverage shall become effective, for new administrators, as soon as possible in accordance with the terms of the respective policies. The Board shall make payment of insurance premiums for new administrators commencing in the month that the new administrator is eligible for said coverage under the terms of the master insurance contract.

4.6 The Board agrees that should a tenure administrator'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.

4.7 The Board shall have the right to change or substitute another carrier for the above coverages provided that such change or substitution shall result in the administrators receiving total benefits which are equal to or surpass the benefits provided in the aforementioned plans.

4.8 The Board shall make available to the Association a sufficient number of brochures printed by the health insurance carrier and the major medical insurance carrier which explain the health care insurance coverage provided in this Article.

ARTICLE V: ADMINISTRATOR'S RIGHTS, PRIVILEGES
AND RESPONSIBILITIES

5.1 When proposals affecting the school district are being negotiated by the Board with any group, the Association shall have the right upon request to meet with the superintendent and Board to give the administrators a voice in the formation of those decisions which they would be required to implement.

5.2 Whenever controversy over an administrative decision arises, members of the Association shall have the right to prior private conference with the superintendent and/or the Board before the Board adopts a public position regarding it.

5.3 All members of the Association shall have the obligation and responsibility to give public support or private dissent to decisions and policies made by the superintendent and/or the Board, to be conscientious in the discharge of their duties, and to conform to high standards of ethical and professional conduct.

5.4 Supervision of secretaries and custodians will be in the hands of the administrator to whom they are responsible. This includes, but shall not be limited to, work schedules and vacation days.

5.5 Whenever any administrator is required to appear before the superintendent, Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that administrator in the office, position, or employment or the salary or any increments pertaining thereto, then the administrator shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a person of the administrator's own choosing present to advise and represent the administrator during such meeting or interview.

5.6 The Board agrees to furnish to the Association in response to request any and all materials that are a matter of public record. The Board can charge a reasonable amount in providing this request in accordance with Board policy.

5.7 The officers of the Association shall meet with the superintendent three (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.

ARTICLE VI: ADMINISTRATIVE VACANCIES

6.1 Whenever school is in session and an administrative vacancy occurs, a notice of same shall be sent to each administrator and a copy shall be sent to the Association. The notice of vacancy shall set forth the position, its qualifications, its duties, and the rate of compensation. It is understood that the qualifications for any position shall not be changed while applications are pending. To implement the foregoing, known vacancies will be advertised within five (5) school days of the date they become official.

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

6.3 The Association will be notified of the identity of the person selected for the position within sixty (60) calendar days of the last day for filing of applications, or if the position has not been filled within that period, of the reason for the delay.

ARTICLE VII: TRANSFERS

7.1 Voluntary

a. The request for transfer shall be submitted to the superintendent for endorsement before June 30.

b. The superintendent shall acknowledge receipt of the request and schedule an interview with the transfer candidate as soon as possible.

c. The superintendent shall inform the transfer candidate of the final decision in writing within sixty (60) calendar days.

7.2 Involuntary

a. The Board agrees that if any administrator is to be transferred or reassigned, the superintendent shall, except in cases of emergency, notify the administrator of such transfer or reassignment as per Board Policy No. 4114. Should a transfer be made during the regular summer vacation, the transferee shall be notified by registered mail at the last known address.

b. In the event of a transfer or reassignment, the administrator involved, at the administrator's option, may request a meeting with the superintendent or his designee to discuss the transfer.

ARTICLE VIII: CURRICULUM DETERMINATION

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

ARTICLE IX GRIEVANCE PROCEDURE

9.1 A grievance shall mean a bonafide allegation of a violation of this agreement or Board Policy, or procedure affecting terms and conditions of employment.

9.2 The following matters shall not be the basis of any grievance filed under this article:

a. Any rule or regulation of the State Department of Education having the force and effect of law.

b. Any rule or regulation of the State Commissioner of Education having the force and effect of law.

c. Any matter which according to law is beyond the scope of Board authority.

d. Any matter which according to law is exclusively within the discretion of the Board.

e. Any matter for which a method of review is otherwise specifically provided by law.

f. Any matter reserved for the Commissioner of Education's jurisdiction pursuant to N.J.S. 18 A:6-9.

g. Any matter which does not identify that portion of the agreement, or Board policy, or procedure which was allegedly violated.

9.3 Grievant shall mean an administrator believing to have been, or to be grieved, or the Association in those instances provided for in 9.12 and 9.13 below. Should the Association grieve on the behalf of an individual grievant, the latter must comply with the provisions of 9.23 below.

9.4 Immediate superior for a principal or central office director shall mean the Superintendent. Immediate superior for an assistant principal or department supervisor shall mean the building principal. Immediate superior for a central office supervisor shall mean the appropriate director.

9.5 Principal shall mean the building principal or such other person duly appointed to act as principal in the principal's absence.

9.6 Superintendent shall mean the superintendent of schools or any staff assistant he may designate to work on his behalf.

9.7 A grievance to be considered under this procedure shall be presented by the grievant or a representative not later than fifteen (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.

9.8 A grievant may present and process a grievance personally or through an appropriate representative. Should a grievant want to process a grievance personally or through an appropriate representative of the grievant's own choosing, it may be done, however, the majority unit shall be so notified and shall have right to have its own representative present.

9.9 No reprisals shall be taken by the Board or Administration against any administrator because the administrator utilized the grievance procedure.

9.10 Should a grievance result from action by the superintendent or the Board, a grievant may present a grievance initially as provided in 9.19.

9.11 Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.

9.12 Grievances arising from actions other than those of the immediate superior (administrator) may be initiated and processed as provided in 9.19. Where such action is a public action of the Board the grievance may be initiated and processed with the Board as provided in 9.22.

9.13 If the alleged violation of the agreement is attributable to concerted action of the administrators in the district, or attributable to an administrator not limited to functioning in one building, or, to the office of the superintendent, or to the Board directly, then the Association shall have the right to grieve under this article and any and all of its provisions to seek relief from the alleged violation.

9.14 The Association's right to grieve provides for the enforcement and administration of its agreement with the Board and does not intend violation of the individual's rights under law.

9.15 A grievant may initially discuss the matter, identified as a grievance, with the grievant's immediate superior in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in 9.7.

9.16 A grievant may file a grievance in writing by presenting the written grievance to the immediate superior and forwarding copies to the Board and the Association.

9.17 The grievant and the immediate superior shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which it was filed.

9.18 The immediate superior shall communicate the decision in writing to the grievant not later than five (5) school days following their meeting. A copy of the decision shall be forwarded, at the same time, to the Board and the Association.

9.19 If the grievance has not been resolved at the initial step (immediate superior) or if the immediate superior has not communicated his decision in writing to the grievant as provided in 9.18, the grievant may request a hearing with the Board or its representative. The request shall clearly explain the grievance and be made in writing not later than five (5) school days following the immediate superior's decision.

9.20 There shall be attached to any request for a hearing with the Board or its representative an authorization and consent signed by the grievant expressly authorizing the Association to act on the grievant's behalf, and expressly consenting that any and all matters discussed with the representatives of the Association shall be considered privileged, and that the Board and the Association in discussing such matters, are doing so at the grievant's expressed request and shall be free of any liability whatsoever arising from such discussion or as a consequence thereof. Should the Association at this time decide that it wants to identify with the individual grievant as a party to the grievance in the processing of same, it shall do so by notifying the Board in writing prior to the time the hearing takes place between the Board and the grievant. Should the Association so notify the Board, it shall have the same rights as an individual grievant in the continued processing of the grievance.

9.21 The grievant and the Board or its representatives shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the hearing was requested. The grievant may have up to three (3) representatives present when the grievance is reviewed by the Board or its representatives.

9.22 The Board shall communicate its decision in writing to the grievant not later than fifteen (15) school days following the hearing. A copy of the decision shall be forwarded, at the same time, to the Association.

9.23 Should the Association decide that based on the Board's decision the grievance is satisfactorily adjusted, then the Board's decision shall be binding on all parties.

ARTICLE X ARBITRATION

10.1 Should the Association be dissatisfied with the decision on the grievance rendered by the Board, it may have the grievance arbitrated. No grievance shall be arbitrated if the request for arbitration is made later than ten (10) school days following the rendering of the Board's decision on the grievance. Request for arbitration shall be made in written form and forwarded to P.E.R.C by certified mail-return receipt requested. A copy of said request shall be simultaneously forwarded to the Board's secretary.

10.2 The arbitrator shall issue the decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of the transmission of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of this agreement, Board policy, procedures, and shall be without power or authority to make any decisions contrary to, or inconsistent with, or modifying or varying in any way the terms of this agreement, Board policy, procedures, or of applicable law or rules or regulations having the force and effect of law, and without power or authority to limit or interfere in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of the law.

10.3 The arbitrator's fee shall be shared equally by the parties to the dispute.

10.4 The filing or pendency of any grievance under the provisions of this article or of Article IX shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the decision of the arbitrator.

10.5 The arbitrator, in his/her discretion, shall have the authority to decide:

a. Whether the allegation of a violation of the agreement is bona fide.

b. Whether the allegation of a violation of the agreement has a basis or whether it falls within the provision of 9.1 and 9.2 of Article IX.

c. Whether the grievance is arbitrable.

d. The merits of the grievance.

10.6 Should the arbitrator find that the allegation of the violation of the agreement is not bona fide or that the grievance is without basis or that the grievance is not otherwise arbitrable then, and in that event, the Board's decision on the grievance shall be binding on the parties.

10.7 Should the contrary be found the arbitrator's decision shall be binding on the parties.

ARTICLE XI EXTENDED LEAVES OF ABSENCE

11.1 A leave of absence without pay for no longer than two years shall be granted to any administrator upon written request, who joins the Peace Corps, or serves as an exchange teacher/administrator or overseas teacher/administrator, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

11.2 An administrator 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.

11.3 Military leave without pay shall be granted for a period of time not to extend beyond four (4) years, to any administrator who is inducted or enlists in any branch of the Armed Forces of the United States. Should the spouse of the administrator who is inducted or enlists also be an administrator within the district, the spouse will be granted leave without pay for the same period. The benefits provided for the administrator in military service as outlined in Section 11.9, shall not accrue to the spouse during the leave of absence.

11.4 A tenure administrator shall notify the superintendent of pregnancy. Said administrator may request a maternity leave without pay and said leave shall be granted.

11.5 Any tenure administrator adopting an infant child may receive similar leave which shall commence upon the receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No administrator 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. A non-tenure administrator

adopting an infant child shall notify the superintendent of the intention to adopt and may cease work upon receiving de facto custody of said infant or earlier if necessary to fulfill the requirements for adoption.

11.6 A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick member of the administrator's immediate family. Additional leave may be granted at the discretion of the Board.

11.7 The Board shall grant a leave of absence without pay to any administrator to campaign for or serve in a public office, or to campaign for a candidate for a public office other than said administrator.

11.8 Other leaves of absence without pay may be granted by the Board for good reason.

11.9 Upon return from leave granted pursuant to Sections 11.1, 11.2 or 11.3 an administrator shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level the administrator would have achieved if this person had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. An administrator shall not receive increment credit for the time spent on a leave granted pursuant to Sections 11.4, 11.5, 11.6 or 11.7, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

11.10 All benefits to which an administrator was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon return, and the administrator shall be assigned to the same position which was held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

11.11 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 sixty (60) days prior to the effective date of same.

11.12 All leaves of absence, extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE XII - SICK LEAVE

12.1 As of July 1, 1976, all administrators employed for ten (10) months shall be entitled to ten (10) sick leave days for personal illness or injury each school year as of the first work day of said school year; all administrators employed for eleven (11) months shall be entitled to eleven (11) sick leave days for personal illness or injury each school year as of the first work day of said school year; and all administrators employed for twelve (12) months shall be entitled to twelve (12) sick leave days for personal illness or injury each school year as of the first work day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

12.2 Whenever a tenure administrator has exhausted the present school year and accumulated sick leave and has applied and exhausted as sick leave all of the administrator's unused personal days of absence, and a physician certifies that because of illness or accident the administrator is unable to return to work, that person shall be permitted to remain on sick leave with full pay for a period of days which the administrator would ordinarily accumulate during the school year next following; provided the administrator's accumulated sick leave is exhausted or shall become exhausted as the result of being absent because of illness or accident for at least seven (7) consecutive days. Any sick leave time used by an administrator beyond that which has accumulated shall be chargeable against the administrator's sick leave which would ordinarily accumulate in the school year next following the school year in which the sick leave was exhausted.

12.3 An administrator may be allowed a maximum of five (5) school days in any one year with full pay because of illness within the immediate family, to be subtracted from the sick leave days.

CUMULATIVE LEAVE

12.4 The total number of days of sick leave that may be used by an administrator in any one school year shall be the current annual sick leave allowance of ten (10) working days for those employed on a ten (10) month basis, eleven (11) working days for those employed on an eleven (11) month basis, and twelve (12) working days for those employed on a twelve (12) month basis, plus the accumulated reserve.

12.5 Any administrator within the negotiating unit who is appointed after the opening of school shall be credited with the proper total number of sick leave days for that school year.

12.6 At the beginning of an administrator's term of employment each year, and regardless of the time of beginning actual service, each administrator shall have immediately available for use sick leave allowance for that year as defined above.

12.7 Absences on sick leave shall be charged first to the annual allowance of any administrator until it is fully utilized and thereafter to the accumulated credit.

12.8 When any administrator's allowable sick leave has been exhausted for the current year, due to serious illness, additional sick leave may be granted by special action of the Board. Such cases may also be considered for establishing a new allowable sick leave for the following year.

MEDICAL CERTIFICATION

12.9 In case of sick leave claimed, the Board may require a physician's certificate to be filed with the Board Secretary in order to obtain sick leave.

QUARANTINE

12.10 When quarantine is not because of personal illness but results from illness within the administrator's immediate household, the administrator shall be allowed full pay, providing a certificate from the health officer of the community or from the school physician is presented and filed with the superintendent. When the quarantine is because of personal illness, Section 12.1 shall apply.

12.11 No administrator shall lose the accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the administrator accumulate sick leave while on a leave of absence.

UNUSED SICK LEAVE AT RETIREMENT

12.12 Administrators who retire under the provisions of the T.P.A.F. after completing a minimum of 15 years in Middletown Township shall receive reimbursement for accumulated unused sick leave according to the following schedule;

1987-88	\$35.00/day to a maximum of \$5000.00
1988-89	\$35.00/day to a maximum of \$5000.00
1989-90	\$40.00/day to a maximum of \$5500.00

ARTICLE XIII ATTENDANCE AT CONVENTIONS

13.1 The Board agrees that administrators shall be encouraged to attend state and national meetings of professional organizations, e.g. NASSP, NAESP, ASCD and AGPA - National Association of Secondary School Principals, National Association of Elementary School Principals, Association for Supervision and Curriculum Development, and American Guidance and Personnel Association, etc.

13.2 The superintendent and/or the Board shall decide on the number of persons who shall attend the aforementioned meetings at Board expense.

ARTICLE XIV VACATIONS

14.1 The Board agrees that should a twelve (12) month professional employee be unable to take all of his vacation during the summer months, then any unused vacation can be taken, subject to approval by the superintendent during the regular school year.

14.2 Effective July 1, 1986, an administrator may not carryover more than five (5) days of vacation into the next school year to a maximum accumulation of twenty (20) days over a period of four (4) years. Permission to carry over these days must be requested in writing to the Superintendent, outlining the reason the accumulation should be allowed.

Those administrators with an accumulation of more than twenty (20) days vacation as of July 1, 1986 shall develop a plan in concurrence with the Superintendent to establish the maximum balance of twenty (20) accumulated vacation days.

14.3 Effective July 1, 1986 administrators shall be subject to the following provisions governing the accumulation of vacation days.

These provisions will apply only to administrators or supervisors hired after July 1, 1986. Administrators hired prior to this date will continue to accrue vacation as per the prior agreement, i.e., twenty-two (22) vacation days.

During the first year of employment an administrator shall earn one (1) vacation day for each two (2) months worked, to a maximum accumulation of five (5) days.

For years two (2) through five (5) as an administrator - fifteen (15) days vacation.

For years six (6) on as an administrator - twenty-two (22) days vacation.

For the purposes of calculating years of service, only those years served in the Middletown Township Public Schools as an administrator or supervisor will be counted toward accruing vacation time.

ARTICLE XV TEMPORARY LEAVES OF ABSENCE

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

a. Reasonable time in the judgment of the superintendent, shall be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

b. Reasonable time in the judgment of the superintendent shall be granted for representatives of the Association to attend conferences and conventions of state and national affiliated organizations.

c. Time necessary for appearances in any legal proceeding which arises out of or in the course of the administrator's employment or in any other legal proceedings if the administrator is required by subpoena to attend and is not a party to a suit. If an administrator is a party to a suit which does not arise out of or in the course of employment, absence from school in that connection shall be without pay.

d. Up to five (5) school days in the event of death or serious illness of the administrator's spouse, child, grandchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent and any other member of the immediate household. Administrators shall be granted up to one (1) day in the event of death of an administrator's friend or relative outside the immediate family as defined above. At the discretion of the superintendent, this time may be extended due to necessary travel requirements. In the event of the death of an administrator, supervisor, teacher or student in the Middletown Township Public School District, the superintendent shall grant an appropriate number of administrators sufficient time off to attend the funeral.

e. Time necessary in the judgment of the superintendent at the end of a school year or at the beginning of a school year, as may be required to attend summer school classes or to travel to the place where such classes are to be held.

f. Up to five school days for a tenure administrator for the purpose of marriage, and one school day for the purpose of marriage for a non-tenure administrator.

g. Any administrator who is a member of the reserve forces of any branch of the military or of the National Guard shall be entitled to leave of absence from their respective duties without loss of pay or time on all days during which they shall be engaged in active duty, active duty for training or other duty ordered by the Governor or the President of the United States; provided, that the leaves of absence for active duty or active duty for training shall not exceed ninety (90) days in the aggregate in any one year

h. Other leaves of absence with pay may be granted by the Board for good reason.

15.2 Leaves taken pursuant to 15.1 above shall be in addition to any sick leave to which the administrator is entitled.

ARTICLE XVI SABBATICAL LEAVES

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

a. The administrator has completed at least seven (7) full school years of service in the Middletown Township School District, and is completely and thoroughly trained, certificated and holds tenure in the position; which is occupied and in the opinion of the superintendent the results of such sabbatical leave would be in the best interest of the school district.

b. An administrator may not be granted a sabbatical leave more often than once every seven years.

c. An administrator on sabbatical leave for a school year shall be paid by the Board at one-half the regular salary subject to paragraph e.

d. Salary payments will be made on the same basis as the regular staff payroll, unless a request is made for payment at less frequent intervals. In no event shall such payment be advanced.

e. When sabbatical leave is acquired for a National Science Foundation or other institutional grant, monies received from the foundation or institution, plus sabbatical leave monies from the Board, shall not exceed in total amount the administrator's full contracted salary. Should monies from all the above sources exceed the administrator's full contracted salary, payments by the Board shall be reduced in order that the administrator will not receive more than his full contract salary.

f. Expense monies provided by a foundation or an institution while an administrator is on sabbatical leave for a sponsored year by such foundation or institution will not be counted as salary monies.

g. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of one percent (1%) of the Association, or at least one qualified member of the Association, at any one time.

h. Requests for sabbatical leave must be received by the superintendent in writing in such form as may be mutually agreed upon by the Association and the superintendent, no later than January 15th, and action must be taken on all such requests no later than May 15th of the school year preceding the school year for which the sabbatical leave is requested. The request shall be accompanied by a written plan outlining how the sabbatical leave would be used.

i. Full pension payment on full contract salaries must be paid by the administrator on sabbatical leave to sustain full pension rights.

j. Upon return from sabbatical leave, an administrator shall be placed on the salary schedule at the level which the administrator would have achieved had the administrator remained actively employed in the system during the period of the absence.

k. It is expected that any administrator who has taken a sabbatical leave will upon completion of such leave remain as an administrator within the Middletown Township School District for a period of no less than two school years.

Before any sabbatical leave is granted, the administrator shall enter into a written agreement with the Board, which shall provide for reimbursement to the Board should the administrator not remain within the Middletown Township School District as an administrator for two years following the sabbatical leave. The Board may, depending on the circumstances, waive the requirement of reimbursement or any part thereof. However, it is understood that if the administrator is unable to continue the employment for the expected two year period following a sabbatical leave due to reasons of health, the administrator would not be required to reimburse the Board for monies paid while absent on sabbatical leave.

ARTICLE XVII ADMINISTRATOR WORK YEAR

17.1 Twelve (12) month administrators shall be required to work five (5) days a week, fifty-two (52) weeks a year with the exception of legal holidays established by the Board and twenty-two (22) paid vacation days.

17.2 Eleven (11) month elementary principals shall work a maximum of two hundred twenty (220) days.

17.3 Ten (10) month administrators are required to work a maximum of 200 days pursuant to a calendar established by the Board.

17.4 Department Supervisors who are assigned more than ten (10) teaching periods per week are to be compensated at 1/1200s of their salary for each additional period assigned per year.

17.5 Whenever an administrator is required to work when school is otherwise closed, pursuant to the 12-month calendar, a compensatory day shall be granted in lieu thereof. Such day shall be lost in the event it is not used within the school year that it is earned.

17.6 The parties agree that efforts will be made to schedule, as soon as possible, each school year, those activities which will need administrative supervisory coverage beyond the school day or on weekends. The Principal will, in his/her judgment, be permitted the flexibility to arrange this coverage in accordance with the Assistant Principal job description adopted October 5, 1981, which is made a part hereof. Administrative supervisory coverage for activities not anticipated will be arranged through an equitable or rotating assignment by the Principal after consulting the prospective administrators that are to or may be assigned.

ARTICLE XVIII SALARY DEDUCTIONS

18.1 The Board agrees to deduct from the salaries of its administrators after reasonable advance notice, dues for such associations as said administrator 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 aforementioned association for whom they were collected by the 15th of each month following the monthly pay period in which deductions were made.

18.2 The Board agrees to deduct and forward to the Mon-Oc Teachers FCU those sums as requested by administrators from each regular salary check.

ARTICLE XIX SAVING CLAUSE

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

ARTICLE XX MISCELLANEOUS

20.1 School calendar- on or before March 1st the Association shall request a copy of the proposed school calendar for review and recommendations prior to its consideration by the Board of Education.

20.2 Whenever possible, a building principal will be allowed an opportunity for input regarding the selection of any staff member who is to be assigned to the building.

20.3 Evaluation of Administrators shall be in accordance with Board Policy Number 4116 [and procedures 4116R] (Evaluating Administrative Personnel) and shall remain in effect during the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers.

MIDDLETOWN TOWNSHIP ADMINISTRATORS
AND
SUPERVISORS ASSOCIATION

By: _____
President

Secretary

Negotiation Chairperson

Negotiation Chairperson

THE BOARD OF EDUCATION OF MIDDLETOWN
TOWNSHIP

By: _____
President

Negotiation Chairperson

Board Secretary

M.T.A.S.A. SALARY GUIDE

Administrative Base Guide:

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
1.	38,540		
2.	39,615	TO	
3.	40,690		
4.	41,765		BE
5.	42,840		
6.	44,450		
7.	44,990		DETERMINED
8.	45,525		
9.	46,065		
10.	46,600		

Instructions

1. Multiply the appropriate step on the Administrative Base Guide by the proper ratio to obtain the base salary.

12 month High School Principal	1.3504
12 month Junior/Middle School Principal	1.3234
11 month Elementary Principal	1.2134
12 month Director/Supervisor	1.1828
12 month Assistant Principal	1.1828
10 month Department Supervisor	1.0094

2. Add graduate credit stipend as follows:

M + 10	+	\$500	M + 50	+	\$2500
M + 20	+	\$1000	M + 60	+	\$3000
M + 30	+	\$1500	M + 70	+	\$3500
M + 40	+	\$2000	Doc.	+	\$5000

3. Add longevity for Department Supervisors ONLY

A. Upon completion of 15 years of credited educational service and tenure in Middletown. + \$800

B. Upon completion of 24 years of credited educational service and tenure in Middletown. + \$100

Effective July 1, 1987, the hourly rate for special administrative assignments is \$35.00/hour.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers.

MIDDLETOWN TOWNSHIP ADMINISTRATORS
AND
SUPERVISORS ASSOCIATION

By: Deane J. Lemartowicz
President

Christopher T. Rafecir
Secretary

Patric C. Hometo
Negotiation Chairperson

Yildeser Comasante
Negotiation Chairperson

THE BOARD OF EDUCATION OF MIDDLETOWN
TOWNSHIP

By: Colt W. Rowe
President

Julia Ann Nagy
Negotiation Chairperson

August M. M...
Board Secretary