

MARLBORO TOWNSHIP ADMINISTRATORS ASSOCIATION

and

MARLBORO TOWNSHIP BOARD OF EDUCATION

JULY 1, 2010 THROUGH JUNE 30, 2013

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PREAMBLE

This Agreement, entered into the 15th day of June, 2010, by and between The Board of Education of the Township of Marlboro, Monmouth County, New Jersey, hereinafter called the "Board", and Marlboro Township Administrators' Association hereinafter called "Administrators" .

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to NJSA 34:13A-1 et seq., to negotiate with "Administrators" as the representatives of the employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to reduce to writing;

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE I

RECOGNITION

The Board of Education of the Township of Marlboro hereby recognizes the Marlboro Township Administrators' Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time certified administrative personnel employed by the Board, excluding the Superintendent, Assistant Superintendent, Board Secretary/Business Administrator, Assistant Business Administrator, and including full-time Principals, Vice-Principals, Supervisors of Curriculum and Instruction, Supervisor of Technology, Director of Curriculum and Instruction, and Director of Special Services and Supervisor of Special Services.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A.** The Board and the Association shall engage in good faith bargaining in accordance with the schedule established by law.
- B.** In preparation for and during negotiations, the Board shall provide the

Association the same budget information it gives to the County Superintendent of Schools at the same time and also in the same format.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

A "grievance" is a complaint by which an employee or employees in the bargaining unit may appeal the interpretation, application or violation of this agreement, board policy, and administrative decisions affecting terms and conditions of employment except that the term "grievance" shall not apply to:

1. Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the board.
2. Any rule or regulation of the State Department of Education or the State Commissioner of Education having the force and effect of law.
3. Any matter which according to law is beyond the scope of Board authority.

B. Principles

1. A grievance to be considered under this Procedure shall be presented by the grievant not later than fifteen (15) calendar days after the occurrence of the grievance. 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 grievances as quickly as possible.
2. A grievant may present and process his grievance personally or through an appropriate representative. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.
3. No reprisals shall be taken by the Board or Administration against any participant because he utilizes the grievance procedure.

4. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his grievance initially at the second step of the grievance procedure.

C. Procedure

1. STEP ONE:

- a. A grievant may initially discuss the matter, identified as a grievance, with the Immediate Supervisor in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, Subsection 1.
- b. A grievant shall file his grievance in writing by presenting the written grievance to the Immediate Supervisor and forwarding copies to the Superintendent of Schools. In the event that the grievant's immediate supervisor is the Superintendent then the grievance shall be filed at step Two within the same fifteen (15) calendar days after the occurrence of the grievance as indicated in Section B. 1 of this article.
- c. The grievant and the Immediate Supervisor shall meet in an attempt to resolve the grievance not later than five (5) work days following the date on which it is filed.
- d. The Immediate Supervisor shall communicate his decision in writing to the grievant not later than five (5) work days following the hearing.

2. STEP TWO:

- a. If the grievance has not been resolved at Step One, the grievant may proceed to Step Two by submitting the grievance to the Superintendent not later than five (5) work days following the written decision of the immediate supervisor.
- b. The grievant and his representative and the Superintendent shall meet in an attempt to resolve the grievance not later than five (5) work days following the date on which the grievance was filed at Step Two.
- c. The written decision shall be communicated to the grievant not later than ten (10) work days after the meeting.

3. STEP THREE:

- a. If the aggrieved person is not satisfied with the disposition of his grievance by the Superintendent, or if the Superintendent has not communicated his decision in writing to the grievant as provided, the grievant and his representative may proceed to the Step Three. The hearing at the Board level may be with the Board or the Board's representative(s). The request of the grievant shall clearly explain the grievance and be made in writing not later than five (5) work days following the decision of the Superintendent, or if no decision has been rendered, then not later than five (5) work days following the expiration of the ten (10) work day period provided for a response at Level Two and shall be submitted to the Board Secretary.
- b. The grievant and his representative(s) and the Board and/or its representative shall meet in an attempt to resolve the grievance not later than ten (10) work days following the date on which the grievance was filed. The grievant may have three (3) representatives present when his grievance is reviewed by the Board or its representatives. The Superintendent of Schools shall be present at this step.
- c. The Board shall communicate its decision in writing to the grievant not later than fifteen (15) work days following the meeting. A copy of the decision shall also be forwarded at the same time to the Superintendent and the Grievance Committee.

4. STEP FOUR:

- a. In the event the grievant is dissatisfied with the determination of the Board of Education aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) work days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board of Education and the Marlboro Township Administrators' Association (M.T.A.A.) shall mutually agree upon a longer time period within which to assert such a demand.
- b. The Board may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the Board

of Education.

- c. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.
- d. Within ten (10) work days after the M.T.A.A. shall have delivered the written request for arbitration, the Board and the M.T.A.A. shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made from the Public Employment Relations Commission in the selection of an arbitrator. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- e. The arbitrator so selected shall confer with the representatives of the Board and the M.T.A.A. and hold hearings promptly, and he shall issue his decision not later than twenty (20) days from the close of hearings, or if oral hearings have been waived, then from the date that the final statements and proofs are submitted to him. The arbitrator's decision shall be submitted to the Board and the Association and shall be advisory only.
- f. The costs for the services of the arbitrator, including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expense.

D. Miscellaneous

- 1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
- 3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be

kept in the personnel file of any of the participants.

4. Meetings and hearings shall be delayed as necessary to accommodate any person who should be present but who is unable to attend due to vacation scheduled when such meeting or hearing should be held. However, such absence shall not constitute reason for extending any time lines pertaining to initial filing or advancing a grievance to the next step.

ARTICLE IV

ADMINISTRATORS' RIGHTS

A. Required Meetings or Hearings

Whenever any Administrator is required to appear before the Board, or any committee or member thereof concerning any matter that could adversely affect the employment of that Administrator, he shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and shall have the right to a representative of the Association or any attorney present to advise him and represent him during such meeting or interview. Any suspension by the Superintendent excepting a suspension by reason of indictment, shall be with pay to the extent permitted by law until formal determination by the Board of Education.

B. Criticism of Administrators

1. Any criticism by a superior or the full Board of an Administrator shall be made in confidence and not in the presence of teachers, parents, students, or at a public gathering unless official Board action is required by law.
2. Before the Board responds to criticism of the Administrator made by the public, the Administrator in question shall be afforded the opportunity to either meet with the Board or direct a communique to them relative to the public comments.

ARTICLE V

ROLE OF ADMINISTRATORS IN NEGOTIATIONS OF TEACHER CONTRACTS

- ###### **A.**
- The parties recognize the role played by Administrators in the school system and

the Board agrees that in connection with negotiations with its teachers before any Board position is adopted relative to items which may have an effect upon the duties of the Administrators in the system, the said items will be discussed with the Administrators, if practicable.

- B. The Board shall seek the recommendations of the Administrators and the Superintendent in matters where contractual policy or statement consideration may affect the operation of any public school in the Marlboro Township School System.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to written requests and upon reasonable available public information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Administrators, together with public information which may be necessary for the Association to process any grievance or complaint. It is specifically understood that no work papers are included within the contemplation of this Article.

B. Use of School Buildings

Representatives of the Association shall be permitted to transact official Marlboro Township Administrators' Association business on school property during non-pupil attendance hours provided that this shall not interfere with or interrupt normal school operations, and provided further that written advance notice of the proposed use is given to the Superintendent.

C. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided the person who is operating such equipment is qualified to operate same. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use.

D. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Administrators, as defined in the unit, and to no other organization.

ARTICLE VII

WORK YEAR AND HOURS OF WORK

- A.** The Superintendent of Schools shall have the right to change the hours of school, but work hours for administrators shall not be modified except through negotiations. Administrators are twelve (12) month employees and are scheduled to work during the summer period (from the end of the students' year in one year to the beginning of the students' year in the ensuing year). However, during the students' school year, the Administrators' work calendar shall coincide with the teacher's calendar except that, at the discretion of the Superintendent of Schools, the administrators may be responsible to attend workshops or engage in other professional activities not to exceed three (3) days each year. These days shall not be scheduled on days schools are closed for religious holidays, on days schools are in session, or on professional days. The Superintendent shall provide at least sixty (60) days notice of any workshop or professional activities referred to herein. Any workshops or professional activities held in an individual school shall not be interpreted to mean that the school office is open in that school or any other in the District.
- B.** The Administrators' work day shall normally be seven and one-half (7 ½) hours, and shall be established by the Superintendent of Schools.

ARTICLE VIII

SICK LEAVE

- A.** Sick leave is defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or personal injury, or because he or she has been excluded from school by the school district's medical authorities because of a contagious disease in his or her immediate family.
- B.** All Administrators shall be entitled to fourteen (14) such leave days each school year as of the first official day of said year, whether or not they report for duty on

that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Employees hired after July 1 shall receive sick leave days on a pro rated basis for the first year of employment.

- C. Administrators shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
- D. In case of more than three (3) consecutive days absence, a physician's certificate shall be filed with the Superintendent.
- E. Whenever any employee is absent from his or her post of duty as a result of personal injury caused by an accident arising out of and in the course of his employment, he or she shall be paid the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under N.J.S.A. 34:15-1 et seq. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workers' compensation award made for temporary disability.
- F. Nothing contained herein shall limit, prohibit, or otherwise restrain the Board of Education from granting additional sick leave pursuant to statute and Board Policy over and above the minimum sick leave defined.
- G. 1. Any employee with ten (10) or more years of district service who retires shall be entitled to payment for each sick day accumulated at the time of retirement as set forth below. Retirement shall be defined as being eligible for, applying for and immediately receiving TPAF pension payments upon leaving district service.

| <u>Days Accumulated</u> | <u>Value Per Day</u> |
|-------------------------|----------------------|
| 1 - 75 | \$55.00 |
| 76 - 150 | \$60.00 |
| 151 - 250 | \$65.00 |

- 2. The employee shall submit written notice of intention to be paid for accumulated sick leave days to the Business Administrator on or before the December 31st that proceeds the employee's retirement date. Payment for accumulated sick leave days shall be made within thirty (30) days of retirement. Failure to submit timely notice of intent to be paid for accumulated sick leave days will delay the payment by one year.

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

A. Maternity Leave

1. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant Administrators on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq and the rules, regulations and policy statements and this agreement.

2. It is recognized that an employee's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the Administrator which follows the disability phase during which time the Administrator voluntarily suspends her Administrator's career to care for the newborn child.
 - a. **Disability Phase.** Any tenured or non-tenured Administrator seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of application, which shall be made upon ninety (90) days' notice to the Board, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any Administrator to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified jointly by the Administrator's and Board's physicians may be treated as compensable sick leave time at the option of the Administrator.

 - b. **Child Care Phase.** Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, the tenured Administrator shall be granted, at his/her discretion, a leave for (a) the balance of the school year in which the birth occurred, or (b) the balance of the school year in which the birth occurred and the entire following

school year. Any further extensions of child care leave shall be discretionary with the Board of Education. The Board need not grant or extend the leave of absence of any non-tenured administrator beyond the end of the contract school year in which leave is obtained.

3. An Administrator returning from pregnancy leave of absence shall be entitled to all benefits to which administrators returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured administrator who would not have been otherwise offered such a contract.
4. No tenured or non-tenured Administrator shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and the desired date of return except as is provided herein. Nothing contained in this article shall be construed to preclude the Board from requiring any Administrator after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties.
5. **Adoption.** Any tenured Administrator adopting an infant child shall receive child care leave which shall commence upon the receipt of de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. The administrator shall notify the Board of Education of the requested leave of absence as soon as the Administrator has received notice from the placement agency of the impending adoption. If such a tenured Administrator who has received maternity leave under this subsection decides not to return, he/she shall notify the Superintendent of Schools by giving written notice not less than ninety (90) days before the start of the next school year.

B. Personal and Bereavement Leave

1. The provisions for personal and bereavement leave at full pay stated below shall be for one (1) year and unused days shall not be accumulative for use in another year.
2. a. For the death of a parent, step-parent, child, step-child, brother, sister, grandparent, grandchild, spouse, parent of spouse, son-in-law, daughter-in-law, or person who at the time of death resided in the same household as the employee and with whom the employee had a close relationship, a period of seven (7) consecutive calendar days leave shall be granted in case of absence because

of death in the immediate family, as defined above. The days taken in pursuant to this provision must be consecutive commencing on the day after the day of death unless, at the sole discretion of the Superintendent, another arrangement is approved.

- b. For grandparent-in-law, aunt, uncle, nephew, niece, sister-in-law or brother-in-law, one (1) day per incident.
3. An allowance of up to a total of four (4) days leave per year shall be granted for personal matters other than above stated. Written requests shall be submitted to the Superintendent for approval three (3) days in advance of date requested. The three (3) day notice requirement shall be waived in emergent matters. This allowance with prior approval may be granted for any of the following reasons:
 - a. Court subpoena.
 - b. Marriage of Administrator or marriage in the immediate family.
 - c. Recognition of a Religious Holiday.
 - d. Personal business which cannot be handled outside of school hours. The application form for leave made pursuant to this subsection shall not require the Administrator to specify the nature of the personal business but shall simply require the Administrator to indicate that the leave is being applied for pursuant to this subsection.
 - e. Any other emergency or urgent reason approved by the Superintendent.

Employees hired after July 1 shall receive leave for personal matters on a pro-rated basis for the first year of employment.

4. Personal leave days shall not be granted before or after holiday periods or on the first or last day of school, except in cases of emergency as approved by the Superintendent of Schools.
5. All benefits to which an Administrator was entitled at the time he or she went on a Board-approved leave of absence, including unused accumulated sick leave, shall be restored to him or her upon his or her return.
6. A leave of absence without pay may be granted to any tenured Administrator in case of an extreme personal hardship, for the balance of the school year in which the hardship occurred, upon the recommendation of the Superintendent and approval by the Board of Education.

Unused personal days shall be converted on a one-to-one basis, in half-day increments, if applicable, to sick days provided that the total number of sick days carried over in a given year does not exceed fifteen (15).

C. Professional Days

1. Administrators, upon written request to the Superintendent and at the discretion of the Superintendent, may be granted time off but without reimbursement of personal expense, without loss of pay, for the purpose of professional improvement.
2. Application for such authorization must be made at least one (1) week in advance. A written report of said professional visit shall be submitted to the Superintendent of Schools within five (5) days of said professional visit.
3. Effective July 1, 2007, a one hundred dollar (\$100) annual stipend shall be paid to each principal, a two hundred dollar (\$200) annual stipend shall be paid to each vice principal and a seven hundred and fifty dollar (\$750) annual stipend shall be paid each Director and Supervisor in lieu of paid mileage reimbursement for district travel. Said amounts shall be prorated for new hires or for those who do not complete a full year of work. In-district travel shall be defined as all travel within the Marlboro Township limits during the normal work day. Any travel outside of Marlboro Township for school business shall be reimbursed according to board policy.

ARTICLE X

SUMMER VACATION

- A.** Twelve (12) month employees employed for a full year shall be entitled to twenty (20) vacation days as of the next July 1st. Administrators with less than one year of employment shall receive vacation days on a pro rata basis. There shall be no carry-over of vacation days to the following work year. Vacation days shall normally be scheduled during the summer, unless the conditions set forth in paragraph B below are met. The Administrator shall submit a proposed vacation schedule for review to the Superintendent of Schools/designee no later than May 31st of each school year. The schedule may be modified with the agreement of the Superintendent/designee.

- B.** Should conditions prevail which cause a member of the bargaining unit to be unable to take vacation time during the summer vacation period because of a directive from the Superintendent of Schools, the administrator involved shall be entitled to take time off at some other period during the school year, or the administrator shall be compensated for such lost time at the option of the Superintendent of Schools upon the approval of the Board of Education.
- C.** If an M.T.A.A. member with more than one year of service terminates his employment in the District before taking all or part of his earned vacation, he shall be reimbursed for such time at a rate of 1/240th of his year's salary for each such day. Pay for vacation time which could have been claimed by an employee who terminates employment shall be paid to the employee's estate in the event that the employee dies. The number of days is limited to days earned and unused in the year of termination at the rate of 1 3/4 days per month. In the event the employee involved was employed after July 1, 1975, and has already taken more than the number of days earned, his final salary check shall be reduced by the number of unearned days taken at the same rate of pay.

ARTICLE XI

SCHOOL CALENDAR

Representatives of this Association shall participate in the formation of the school calendar prior to being adopted by the Board of Education. Final decision shall be made by the Board of Education.

ARTICLE XII

TUITION REIMBURSEMENT, CONVENTION EXPENSES, AND DUES

A. Tuition Reimbursement

All Administrators shall be eligible for tuition reimbursement. Reimbursement will be made under the following conditions:

1. Approval of the course to be taken must be obtained from the Office of the Superintendent of Schools prior to starting in the course.
2. Courses taken must be part of a planned program leading to definite educational objective related to the assigned position of the applicant, or the courses must be directly related to the individual's professional needs as determined by his or her assigned position.

3. All courses eligible for tuition reimbursement must be successfully completed in accordance with standards for graduate level work of school attended.
4. Official transcripts for all reimbursable courses must be filed in the office of the Superintendent of Schools by October 15th for payment in November; by March 15th for payment in April and by July 15th for payment in September.
5. If an Administrator receives tuition reimbursement and subsequently voluntarily leaves the employment of the District within the same contracted year of receipt of such tuition reimbursement, the Administrator shall be entitled to only a prorated amount of the tuition reimbursement. For example, if an Administrator receives tuition reimbursement of \$600 and then voluntarily leaves the District on April 1, he will have worked 75 percent of the contracted year (July 1 through March 31). The Administrator is entitled to \$450 and will repay the Board \$150, the excess above the prorated amount. It is understood that this repayment provision does not apply to an Administrator who retires or dies.

B. Convention Expenses and Dues

1. Reimbursement for expenses, including those for attending conventions or other meetings requiring overnight accommodations as well as for meals and travel, shall be subject to any limits and restrictions set by law and by Board policy.
2. Administrators shall be entitled to reimbursement for professional dues as approved by the Superintendent of Schools.

C. Maximum Limits

Each unit member shall be eligible annually for reimbursement under this provision as follows:

| | |
|-------------|---------|
| 2010 – 2011 | \$3,000 |
| 2011 – 2012 | \$3,000 |
| 2012 – 2013 | \$3,000 |

ARTICLE XIII

INSURANCE PROTECTION

A. Health Care

The Board of Education will pay for the employee one hundred percent (100%) of the cost of single and dependent health coverage, unless changed by law. The current contract shall be with the New Jersey School Employees Health Benefit Plan for both medical and prescription benefits and will follow all rules and regulations as set forth in plan.

B. Employee Contributions

Per P.L. 2010 Chapter 2, all employees will contribute towards the cost of health benefits as per law. All contributions shall be made in equal monthly installments through a payroll deduction.

C. Dental Care

Each employee who is employed to work twenty five (25) or more hours per week may enroll in a Board sponsored dental care program. Such employee may also enroll his/her eligible dependent(s), if any, and the Board will pay 100% of the cost of single and dependent dental coverage. The maximum exposure to the Board shall be equal to the annual premium in effect at June 2013.

Effective July 1, 2010 the annual benefit will increase to \$2,000 per person and \$2,000 for lifetime orthodontic benefits.

D. Prescription Medicine

Each employee who is employed to work twenty five (25) or more hours each per week may enroll him/herself and his/her eligible dependents, if any, in a prescription plan, the premium for which shall be paid by the Board. The prescription plan shall be administered through the New Jersey School Employees Health Benefit Plan.

E. The Board of Education shall implement an IRS 125 P.O.P. for employee contributions to medical and prescription benefits.

F. Opt Out Provision

1. Effective July 1, 2007, an employee who waives his/her right to receive employee only health benefits, inclusive of the prescription drug plan but exclusive of dental coverage, shall receive twelve hundred dollars (\$1,200.00) per annum.

2. Effective July 1, 2007, an employee who waives his/her right to receive family health benefits, inclusive of the prescription drug plan but exclusive of dental coverage, shall receive twenty-five hundred dollars (\$2,500.00) per annum.
3. In order to receive payment as set forth in F.1 or F.2., an employee must submit proof twice each year that he/she is covered by other health insurance. Said submission shall take place no later than May 1 and December 1. Upon proper and timely submission of this documentation, payment shall be made in two equal installments: 50% no later than December 15 following the May 1 submission date, and the remaining 50% no later than June 15 following the December 1 submission date. For any employee hired after the beginning of the work year (July 1), payment shall be prorated.
4. Nothing contained herein shall prevent the employee from re-instating coverage due to a qualifying event as defined by the insurance company, if alternate coverage is no longer available. Should this occur, the annual cash payment shall be pro-rated.
5. Payment can only be made if in accordance with law.

ARTICLE XIV

PROTECTION OF ADMINISTRATORS AND PROPERTY

- A.** In the event an emergency situation arises that is not covered by written Board policy, the building Administrator shall have the authority to make whatever decision he deems necessary for the safety and welfare of the students.

Notwithstanding a situation that requires immediate action, the building Administrator shall consult with the Superintendent of Schools or his/her designee prior to the implementation of emergency decisions.

- B.** The Board of Education will consider payment to an Administrator for any personal property damage resulting from the discharge of his/her duties.

ARTICLE XV

DEDUCTIONS FROM SALARY

A. Association Payroll Dues and Deductions

1. The Board agrees to deduct from the salaries of its Administrators' dues for any one or combination of associations of said Administrators individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-159e) and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.
2. Each of the associations shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Local, State And National Services

The Board agrees to deduct from Administrators' salaries money for local, state and/or national association services and program as said Administrators individually and voluntarily authorize the Board to deduct and to transmit monies promptly to such association or associations. Any Administrator may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and appropriate association.

C. Tax Shelter Annuity

An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of N.J.S.A. 18A:66-127, et seq., and the terms of a group contract approved by the Board.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be construed as though it were Board policy for the term of this Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as though they were a Board policy.

- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- C. Copies of this Agreement shall be reproduced at the expense of the Board, after agreement between parties on the format, and shall be distributed to all Administrators employed by the Board.
- D. The use of the singular masculine pronoun herein shall include singular and plural, masculine and feminine.
- E. Should this Agreement conclude prior to the completion of a succeeding agreement, the provisions herein shall be continued until the acceptance of such contract officially by both parties.
- F. Nothing herein shall be changed, altered, or deleted without mutual consent of the Board and the Association.

ARTICLE XVII

MANAGEMENT RIGHTS

The Association agrees that the Board has complete authority over the policies and the administration of the school district which it exercises under the provisions of the law in fulfilling its responsibilities under this Agreement. Any matter involving the management of governmental operations vested by law to the Board, unless explicitly limited by the Agreement, is the whole province of the Board.

ARTICLE XVIII

ENTIRE AGREEMENT

This contract contains and includes all of the terms between the parties and is not re-openable or re-negotiable prior to its expiration date.

ARTICLE XIX

COMPENSATION

The schedule of compensation shall be in accordance with the schedules of

compensation annexed hereto.

1. The Board of Education may hire new employees without reference to a guide step. However, in the second year contract the employee shall be placed on a guide step as recommended by the Superintendent.
2. At its discretion, the Board of Education, upon the recommendation of the Superintendent of Schools, shall place a new hire on any step of the salary schedule that it deems appropriate.

ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2010 and shall continue in effect until June 30, 2013

This Agreement shall not be extended orally, and it is expressly agreed that it shall expire on its expiration date.

IN WITNESS WHEREOF, the Association has caused these presents to be signed by its President and Secretary, and the Board has caused these presents to be signed by its President, attested by its Secretary, and its seal to be affixed on the day and date first above written.

**MARLBORO TOWNSHIP
BOARD OF EDUCATION**

**MARLBORO TOWNSHIP
ADMINISTRATORS ASSOCIATION**


BY:


TERRY SPILKEN, PRESIDENT


SANDRA MORRIS, PRESIDENT

ATTEST:


CINDY BARR-RAGUE, SECRETARY


JONATHAN SHUTMAN, SECRETARY

SALARY GUIDES

PRINCIPALS & DIRECTORS

| <u>STEP</u> | <u>2010-2011</u> | <u>2011-2012</u> | <u>2012-2013</u> |
|-------------|------------------|------------------|------------------|
| 1 | 115,934 | 115,956 | 117,072 |
| 2 | 121,200 | 120,997 | 121,006 |
| 3 | 126,650 | 124,230 | 121,803 |
| 4 | 131,618 | 129,816 | 127,336 |
| 5 | 136,290 | 134,908 | 133,062 |
| 6 | 140,686 | 139,697 | 138,281 |
| 7 | 141,955 | 144,203 | 143,190 |
| 8 | 143,364 | 145,545 | 147,808 |
| 9 | 146,484 | 146,948 | 149,183 |
| 10 | 149,319 | 150,146 | 150,622 |
| 11 | - | 153,052 | 153,900 |
| 12 | - | - | 156,878 |

VICE PRINCIPALS & SUPERVISORS

| <u>STEP</u> | <u>2010-2011</u> | <u>2011-2012</u> | <u>2012-2013</u> |
|-------------|------------------|------------------|------------------|
| 1 | 100,522 | 97,658 | 97,056 |
| 2 | 104,139 | 103,035 | 100,099 |
| 3 | 105,046 | 106,742 | 105,611 |
| 4 | 109,995 | 107,672 | 109,411 |
| 5 | 113,312 | 112,745 | 110,364 |
| 6 | 117,691 | 116,145 | 115,563 |
| 7 | 121,742 | 120,633 | 119,048 |
| 8 | 126,561 | 124,786 | 123,649 |
| 9 | 129,245 | 129,725 | 127,905 |
| 10 | 131,646 | 132,476 | 132,968 |
| 11 | 133,682 | 134,937 | 135,788 |
| 12 | - | 137,024 | 138,311 |
| 13 | - | - | 140,450 |

1. A middle school principal shall receive an additional \$2,500 above the Principal/Director guide.
2. A middle school vice principal shall receive an additional \$1,000 above the Vice Principal/Supervisor guide.

LONGEVITY:

For district service:

- After 5 years - \$1,500
- After 12 years - \$2,000
- After 20 years - \$3,000

Longevity pay will be added to salary guide rate based on length of district service completed based upon the employee's anniversary date of hire.

SALARY GUIDE PLACEMENT

Employees shall move on the guides as shown below:

Principal/Director

| 09-10 | 10-11 | 11-12 | 12-13 |
|-------|-------|-------|-------|
| 5 | 2 | 3 | 4 |
| 6 | 3 | 4 | 5 |
| 7 | 4 | 5 | 6 |
| 8 | 5 | 6 | 7 |
| 9 | 6 | 7 | 8 |
| 10 | 7 | 8 | 9 |
| 11 | 8 | 9 | 10 |
| 12 | 9 | 10 | 11 |
| | | | 12 |

VP/Supervisor

| 09-10 | 10-11 | 11-12 | 12-13 |
|-------|-------|-------|-------|
| 6A | 2 | 3 | 4 |
| 6 | 3 | 4 | 5 |
| 7 | 4 | 5 | 6 |
| 8 | 5 | 6 | 7 |
| 9 | 6 | 7 | 8 |
| 10 | 7 | 8 | 9 |
| 11 | 8 | 9 | 10 |
| 12 | 9 | 10 | 11 |
| 13 | 10 | 11 | 12 |
| 14 | 11 | 12 | 13 |