

EMPLOYMENT CONTRACT
BETWEEN
THE MONROE TOWNSHIP
BOARD OF EDUCATION
AND
THE MONROE TOWNSHIP SCHOOL
ADMINISTRATORS ASSOCIATION

Covering the Period
July 1, 2017 through June 30, 2020

ARTICLE I

MEMBERSHIP

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Monroe Township Board of Education recognizes the Monroe Township School Administrators' Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for district leadership personnel who are required to hold an administrative certificate for their position. This shall include Principals, Assistant (Vice) Principals, District Supervisors and Director of Pupil Personnel Services; it shall specifically exclude Superintendent of Schools, Assistant Superintendent of Schools, Administrative Assistant, Director of Human Resources and Board Secretary/Business Administrator.

B. Definitions

For the purpose of clarity, terms crucial to the interpretation of this contract are listed below:

1. Board -- the Monroe Township Board of Education
2. Employees -- Leadership personnel represented by the Association in the negotiating unit as defined above.
References to "males" shall include females.
3. Association -- The Monroe Township School Administrators Association.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement on the terms and conditions of employment of MTSAA membership. Any agreement so negotiated shall apply to all members of the Association, be reduced to writing, and be signed by the Board and Administrators' Association.

B. Negotiating Team Authority

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations within the predetermined limits prescribed by the respective parties. The total tentative agreement reached between negotiating committees by the Board and the Association shall be subject to ratification by the full membership of the Association and approved by the full Board of Education.

C. Exchange of Information

In preparation for and during negotiations, the Association shall have access to relevant data and be permitted to inspect all public records, public data, and information pertinent to issues being negotiated.

D. Maintaining Current Benefits

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment are applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee's benefits existing prior to its effective date.

E. Modification -- Understanding of Parties

This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. Reopening of negotiations to consider any modification of this Agreement shall be made only by mutual consent of both parties. Any such modification shall be effective only when agreed to in writing and duly executed by both parties.

F. Impasse

In the event that the Board and the Association have failed to reach agreement on all topics of negotiations, after genuine and sincere efforts to negotiate, either the Board, the Association, or both may notify the Chairman of the Public Employment Relations Commission in writing that an impasse exists, and shall request the assignment of a mediator, and follow the procedures and regulations as outlined in P.L. 123.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1. A grievance is a claim involving the terms and conditions of employment by an employee or his representative that he has suffered harm by the interpretation, application or violation of this Agreement affecting him.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the appeal and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Any individual employee at any time may present grievances to his employer and have the grievance adjusted, without intervention of the bargaining representative, so long as such adjustment is not inconsistent with the terms of the Agreement.

C. Procedure

1. Informal

An employee with a grievance shall first discuss it with his/her immediate superior. At this stage, both parties shall make a strong effort to resolve the matter informally.

2. Level One

If no resolution is reached informally, the grievance shall be reduced to writing and submitted to the immediate superior. He may at his option, designate a representative to be present. All Level One grievances shall be initiated within five (5) school days after the event or circumstances being grieved takes place.

3. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association may refer it to the Superintendent of Schools.

4. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after the decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education. If the Association determines that the grievance is meritorious, it may submit the grievance to the Board of Education within fifteen (15) school days after the receipt of a request by the aggrieved person. A complaint of a non-tenured employee which arises by a reason of his not being reemployed shall not be carried beyond Level Three of the grievance procedure.

5. Level Four

- a. If the grievance as defined under 1.a. of definition of a grievance and if the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board, the aggrieved person may, within five (5) school days, request in writing that the Association submit his grievance to advisory arbitration. If the Association determines that the grievance is

meritorious, it may elect to submit the grievance to arbitration within fifteen (15) school days after receipt of the request from the aggrieved person, but shall first notify the Board of such decision.

- b. The arbitrator shall then be selected under the rules of the Public Employees Relations Commission. (PERC).
6. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
7. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
8. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, unless it is agreed by the Board to hold the proceedings during working hours.

D. Rights to Representation

Any individual employee of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal at any step or to designate a representative(s) of the Association.

E. Miscellaneous

1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Superintendent and the Chairperson of the Grievance Committee.
2. Every effort shall be made to resolve all grievances before they reach Level Three.
3. An employee shall continue to perform all assigned duties before and during any grievance procedures initiated, but shall advise his superior that he is performing these duties under protest.
4. 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.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be designed jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

6. All meetings and hearings under this procedure shall not be conducted in public.
7. Any grievance not filed within the prescribed time limits at any level shall be considered as waived.
8. If a grievance affects one administrator, the Association shall submit such grievance, in writing at the First Level. If a grievance affects a group of administrators in more than one job site, the Association may submit such grievance in writing at the First Level or Second Level, whichever is appropriate.

ARTICLE IV

ASSOCIATION PRIVILEGES AND OBLIGATIONS

- A. Representatives of the Association, the NJPSA, NASSP and NAESP shall be permitted to transact official Association business on school property with the approval of the Superintendent.
- B. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings with prior approval from the office of the Superintendent.
- C. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board if such supplies and materials are available.
- D. For purposes of processing grievances and negotiations, the Association shall, upon request, have access to data in the public domain.
- E. Association representatives shall suffer no loss of pay for mutually scheduled hearings, etc.
- F. The Association shall be able to utilize the regular inter-school or intra-school methods of communications or distribution of materials for Association business with the understanding that such usage be judicious and not bear any burden on the school system.

ARTICLE V

ADMINISTRATOR RIGHTS

- A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the parties hereby recognize that every employee covered by this Agreement shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in the collective negotiations or to refrain from so doing. The parties agree that neither shall directly or indirectly discourage or deprive or coerce any covered employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974.

B. Required Meetings or Hearings

Whenever any Administrator has been called to appear before the Board or any committee, member, representative or agent thereof concerning any matter which could directly affect the continuation of that Administrator in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

ARTICLE VI

EVALUATION

- A. The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his/her superiors respecting the effectiveness of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.
- B. All administrators commencing work before September 30 will be evaluated by the Superintendent of Schools or his/her designee in accordance with law. A written report and conference shall be held no later than ten (10) working days following the evaluation. At such time the administrator is entitled to have his/her response to the evaluation heard and appended to the evaluation report. The ten day time limit may be extended by mutual consent of both parties.
1. Administrators shall have observations each year, as required by law.
 2. Evaluation of tenured administrators shall be submitted to the administrators prior to June 15th.
- C. Any changes in the evaluation instrument, or evaluation procedures now being used, will first be discussed with Association representatives.
- D. Each administrator shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an administrator's personnel file without the administrator's knowledge. Further, each administrator shall receive a copy of each written evaluation.

PROMOTIONS AND TRANSFERS

- A. The administrative staff and the Association will be notified of all vacancies which develop in administrative positions.
- B. Administrators desiring a change of employment within the system and who wish to transfer to another building or administrative position shall file a written statement with the Superintendent of Schools by March 1 or such time that an opening arises.

- C. When an involuntary transfer of an administrator is being considered by the Board, every effort shall be made to provide for a smooth transition and to give the administrator the opportunity to become oriented to the new school curriculum, staff, facility and community.

ARTICLE VII

PROFESSIONAL DEVELOPMENT

A. Professional Dues

The Board of Education recognizes the value of professional organizations and agrees to pay the dues for employees who join professional organizations at the state and national levels.

B. Conventions, Seminars and Conferences

With the approval of the Superintendent, administrators and district supervisors will be permitted to attend professional seminars, conferences and conventions which have for their theme subjects of interest to the professional progress of our schools. Administrators and district supervisors who attend these functions shall be reimbursed by the Board for expenses and mileage in accordance with New Jersey Regulations as related to A5 Chapter 53 and OMB circulars.

All members of the unit will continue to be permitted to attend the NJPSA annual fall convention with all expenses being paid by the Board, in accordance with New Jersey Regulations as stated above. Members may also attend national conferences. National conferences attended by members of the Monroe Township School Administrators Association will be limited to an aggregate annual total maximum number of 5. Notwithstanding the foregoing, provisions for participation and reimbursement for expenses will be in accordance with New Jersey Regulations. If the Board requires a unit member to attend such a convention, that convention does not count against the number of conventions guaranteed by this Agreement.

C. Tuition Reimbursement

Unit members are eligible to be reimbursed for graduate level courses taken beyond the attainment of the M.A. under the following terms:

- a. The course must receive the written approval of the Superintendent prior to registration.
- b. The unit member must successfully complete the course.
- c. The maximum number of credits which may annually be reimbursed is 12.
- d. The reimbursement rate shall be at the prevailing State College rate, including Rutgers, per credit hour.
- e. Reimbursement covers tuition, required textbooks and supplies.
- f. Beginning in the 2017-2018 school year, members of the Monroe Township School Administrators Association shall not be reimbursed for courses/programs

taken unless they agree, in writing, that they are required to reimburse the Board 100% of the tuition reimbursement they are to receive in the event they fail to remain employed by the Board for two (2) years following the completion of the courses/programs for which they are receiving reimbursement.

ARTICLE VIII

INSURANCE PROTECTION

Unless specifically mentioned in this Agreement, all health care insurance policy provisions as specified in the Agreement between the Monroe Township Education Association and the Monroe Township Board of Education covering the period July 1, 2017 to June 30, 2020 shall be provided to the membership of the Monroe Township School Administrators Association. The Board shall pay the premium for each member of the Monroe Township School Administrators Association as defined by the carrier and in cases where appropriate for family plan insurance coverage, upon employee contribution at the rates set forth in tier four of P.L. 2011, Chapter 78, or as required by law, whichever is greater, through the withholding of the contribution from the pay, salary or other compensation, for medical benefits, pharmaceutical benefits, and other health care benefits. The employee contributions set forth herein will continue until a different formula is negotiated between the parties. Coverage shall commence in accordance with the "waiting period": "A period of time which ends on the first day of the calendar month following 30 days of active service."

In addition, the Board shall provide for unreimbursed "out of pocket" expenses for an annual physical not to exceed a maximum of \$250,000 annually. Additionally, the Board shall continue the current Disability Insurance plan.

ARTICLE IX

VACATIONS

All Twelve month employees shall be entitled to 20 vacation days each year to be taken in the months of July and August, unless permission is granted by the Superintendent for these days to be used at other times.

ARTICLE X

LEGAL ASSISTANCE

In addition to giving full legal support to each MTSAA member in matters resulting from the discharge of his or her duties (Save Harmless), the Board of Education shall also give the same legal support to any MTSAA member who becomes the victim of an assault while in the performance of his or her duties.

ARTICLE XI

SEPARATION FROM SERVICE

When an administrator who has gained tenure leaves his position in Monroe Township for any reason, he shall receive a lump sum based on the following formula:

$(1/4 \times SL) \times (1/240 \times CS)$

SL = unused accumulated sick leave

CS = last or highest annual contractual salary under which employed

The above provision applies only to administrators employed prior to September 1, 1993. For all administrators employed after September 1, 1993, the sick leave payment shall be limited to no more than \$14,000 (fourteen thousand dollars).

- A. Accumulated sick leave payouts for members will be treated as a non-elective employer contribution. Upon termination of employment, the lump sum payment described in this Article (see formula/amount above) shall be contributed on behalf of a member as a non-elective employer contribution to a contract the member owns as part of a plan maintained by the Board (TAX DEFERRED ANNUITY PLAN), as described in the Internal Revenue Code §403(b), as such law may change from time to time. The Board and the Association agree that current law provides that non-elective employer contributions do not show up on box one of W-2 forms and are not subject to FICA taxes. The Board and the Association further agree that: (i) a member may not elect to receive, in lieu of such non-elective employer contribution, a cash payment from the Board for supplemental compensation; and (ii) a non-elective employer contribution will not be made on behalf of a member following the month in which such member dies. Contributions to a member's 403(b) account can be made for up to five years after he or she has left service.
- B. A member who dies during his/her term of contract shall have payment for the unused (pro-rated) vacation days given to his/her estate at a rate of 1/240th of his/her last contracted salary.
- C. A member who resigns or retires during the contract year shall receive a pro-rated payment of his/her vacation days at the rate of 1/240th of his/her contracted salary.

ARTICLE XII

ADMINISTRATORS' LEAVE BENEFITS

1. All certificated administrators employed on a twelve-month basis shall be granted twelve (12) days sick leave, and three (3) days personal leave per year. Sick leave days and personal days not used during the year shall be accumulative as sick leave days. Other temporary non-accumulative leave of absence with full pay shall be approved each school year as follows:
 - a. Time necessary for appearances in any legal proceeding connected with the administrator's employment, except in the case of the administrator bringing suit against the Board.
 - b. Up to five (5) days at any time in the event of the death of an administrator's spouse, child, parent, brother, sister or parent-in-law.
 - c. Up to two (2) days at any one time in the event of the death of an administrator's sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the immediate family living in the administrator's home.

- d. Bereavement leave of absence shall be taken commensurate to the time of death of the relative and it must begin prior to or on the day of interment of the relative, unless interment occurs during a school recess. Bereavement leave of absence must be taken on consecutive workdays, except when it is taken on non-consecutive workdays between death and interment of the relative. A bereavement leave of absence which is begun prior to a school recess shall not continue after the school recess. For this purpose, a school recess shall be defined as a period of at least one week during which school is in recess. There is no allowance for bereavement leave if the employee is already out on paid or unpaid leave.
 - e. Additional bereavement leave may be granted at the discretion of the Superintendent.
2. The need to overextend any leave shall result in the deduction of 1/240ths of his/her annual salary. However, the Board of Education, upon the recommendation of the Superintendent, at any time may grant leaves without loss of pay.

ARTICLE XIII

LONGEVITY

1. Longevity benefits shall be identical to those prescribed in the MTEA/MTBE Agreement in effect.

ARTICLE XIV

DOCTORAL DEGREE AND MA+30 COMPENSATION

All members of the Association who have or will receive their Doctorate degree during the term of this Agreement from a college or university that has been accredited by an accrediting agency approved by the United States Department of Education for the area being studied shall receive the same credit on the guide as the teachers in the District pursuant to the MTEA/MTBE Agreement in effect, which is currently \$5,750. All members of the Association who have or will complete an additional 30 credits beyond their Master's degree (MA+30) during the term of this Agreement from a college or university that has been accredited by an accrediting agency approved by the United States Department of Education for the area being studied shall receive the same credit on the guide as the teachers in the District pursuant to the MTEA/MTBE Agreement in effect, which is currently \$4,350.

ARTICLE XV

PAYMENT FOR OVERNIGHT EDUCATIONAL PROGRAMS

1. Members who participate in overnight education programs with the approval of the Superintendent shall be compensated at the same rate prescribed in the MTEA/MTBE agreement.

ARTICLE XVI

"ME TOO" CLAUSE

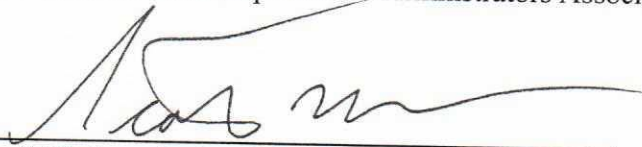
Unless specifically mentioned in this Agreement, all language and benefits as they may apply shall be identical to those prescribed in the MTEA/MTBE agreement presently in effect now and in the future (e.g. health care benefits).

ARTICLE XVII

SEVERABILITY

The parties agree that if any Court or administrative agency declares any portion of this Agreement unenforceable, the remaining portions shall be fully enforceable.

For: Monroe Township School Administrators Association




Scott Madreperla, President

3/24/17

Date

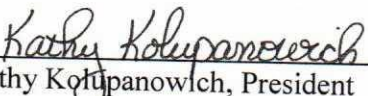
Witness:



3/24/17

Date

For: Monroe Township Board of Education

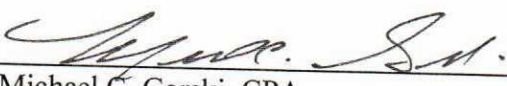


Kathy Kolanowich, President

3/29/17

Date

Attest:



Michael C. Gorski, CPA
Business Administrator/Board Secretary

3/29/17

Date

Appendix A

The parties mutually agree that should negotiations for a successor agreement to this Agreement not be completed prior to June 30, 2020, unit members shall have their salary "frozen" at the June 30, 2020 rate and shall continue to receive the same salary received on June 30, 2020 until such time as negotiations for a successor contract are completed and both parties have ratified the agreement.

	<u>2016-17</u>	2.75% <u>2017-18</u>	2.50% <u>2018-19</u>	2.50% <u>2019-20</u>
HS Principal				
Goodall, Robert	164,194.00	168,709.34	172,927.07	177,250.25
MS Principal				
Chanley, Chari	152,206.00	156,391.67	160,301.46	164,308.99
ES Principals				
Dinsmore, Patricia	118,174.00	121,423.79	124,459.38	127,570.86
Layman, Adam	118,174.00	121,423.79	124,459.38	127,570.86
Mahoney, Erin	118,174.00	121,423.79	124,459.38	127,570.86
Mignoli, Kristen	113,308.00	116,423.97	119,334.57	122,317.93
Pepe, Antonio	115,857.00	119,043.07	122,019.14	125,069.62
Ventrello, Dennis	164,327.00	168,845.99	173,067.14	177,393.82
HS AP's				
Cernansky, James	118,332.00	121,586.13	124,625.78	127,741.43
Higgins, Kevin	118,332.00	121,586.13	124,625.78	127,741.43
Madreperla, Scott	132,190.00	135,825.23	139,220.86	142,701.38
MS AP's				
Higgins, James	111,145.00	114,201.49	117,056.52	119,982.94
Sidler, Scott	109,133.00	112,134.16	114,937.51	117,810.95
ES AP's				
Amendola, Pamela	100,587.00	103,353.14	105,936.97	108,585.40
McCloud, Samantha	100,833.00	103,605.91	106,196.06	108,850.96
Dir. Pupil Pers				
Ruela, Marietta	133,572.00	137,245.23	140,676.36	144,193.27
K-12 Supervisors				
Beyer, Gregor	124,900.00	128,334.75	131,543.12	134,831.70
Casaletto, Bonnie	122,450.00	125,817.38	128,962.81	132,186.88
Critelli, Michele	133,649.00	137,324.35	140,757.46	144,276.39
Gasko, Susan	113,384.00	116,502.06	119,414.61	122,399.98
Heinze, Monica	106,583.00	109,514.03	112,251.88	115,058.18
McConnell, Laurie	122,450.00	125,817.38	128,962.81	132,186.88
Morolda, Zachary	111,161.00	114,217.93	117,073.38	120,000.21
Roselle, Kelly	113,384.00	116,502.06	119,414.61	122,399.98

	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
HS Principal				
Minimum	120,797.64	120,798.00	120,798.00	120,798.00
Maximum	164,112.75	168,626.11	173,263.33	178,028.07
MS Principal				
Minimum	115,941.35	115,941.00	115,941.00	115,941.00
Maximum	153,878.91	158,110.67	162,458.72	166,926.33
Elem. Principal				
Minimum	111,086.13	111,086.00	111,086.00	111,086.00
Maximum	148,846.03	152,939.27	157,145.09	161,466.58
HS Assistant Prin				
Minimum	107,062.19	107,062.00	107,062.00	107,062.00
Maximum	147,151.38	151,197.65	155,355.59	159,627.87
MS Assistant Prin				
Minimum	102,587.36	102,587.00	102,587.00	102,587.00
Maximum	135,190.98	138,908.75	142,728.74	146,653.78
Elem Assistant Prin				
Minimum	96,681.46	96,681.00	96,681.00	96,681.00
Maximum	120,337.01	123,646.27	127,046.54	130,540.32
K-12 Supervisors				
Minimum	106,583.02	106,583.00	106,583.00	106,583.00
Maximum	144,535.47	148,509.71	152,593.73	156,790.06

	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Longevity	15 years = \$1405 20 years = \$1705 25 years = \$2380 30 years = \$2865	As negotiated between the Board and the MTEA		
MA+30	\$4350			
Doctorate	\$5750			

The parties acknowledge and agree that Dennis Ventrello is exempt from the minimum and maximum guide.

MONROE TOWNSHIP
BOARD OF EDUCATION

MONROE TOWNSHIP SCHOOL
ADMINISTRATORS ASSOCIATION

By: Kathy Kolupanowich
Kathy Kolupanowich, President

By: Scott Madreperla
Scott Madreperla, President

Date: 03/29/17

Date: 3/24/17

ATTEST:

WITNESS:

By: Michael C. Gorski
Michael C. Gorski, CPA
Business Administrator/Board Secretary

By: Dennis Ventrello

Date: 3/29/17

Date: 3/24/17