

4-1018
13-31

A G R E E M E N T

Between

THE BOARD OF EDUCATION OF MIDDLETOWN TOWNSHIP

and

MIDDLETOWN TOWNSHIP ADMINISTRATORS & SUPERVISORS ASSOCIATION

Effective July 1, 1973 until June 30, 1975

TABLE OF CONTENTS

	Page
Article I - Recognition	1
Article II - Negotiation of Successor Agreement	1
Article III - Compensation	2
Article IV - Insurance Protection	2
Article V - Professional Negotiating Committees	3
Article VI - Meetings	4
Article VII - Exchange of Information	4
Article VIII - Administrators' Rights and Responsibilities .	5
Article IX - Grievance Procedure	5
Article X - Personal Days of Absence	8
Article XI - Extended Leaves of Absence	8
Article XII - Sick Leave	10
Article XIII - Attendance at Conventions	12
Article XIV - Vacations	12
Article XV - Temporary Leaves of Absence	12
Article XVI - Sabbatical Leaves	13
Article XVII - Salary Deductions	15
Article XVIII - Saving Clause	15
Article XIX - Duration of Agreement	16

* * * * *

AGREEMENT made and entered into as of the 11th day of September, 1973, by and between the Board of Education of Middletown Township, hereinafter referred to as the "Board" and Middletown Township Administrators and Supervisors Association, hereinafter referred to as the "Association".

ARTICLE I - RECOGNITION

The Board of Education of Middletown Township agrees to and hereby does recognize the Middletown Township Administrators and Supervisors Association as the exclusive negotiating representative pursuant to Chapter 303 of the Laws of 1968 for the following described unit: school administrators, supervisors, guidance directors and athletic director.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

A. The Association agrees, providing it still represents a majority of the professional employees in the bargaining unit, to present all of its proposals regarding terms and conditions of employment in connection with a successor agreement no later than the last day of September, 1974.

B. The parties agree to meet and enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968, no later than two (2) calendar weeks following receipt of the Association's proposals. Subsequent meetings shall be held at least once every two (2) weeks thereafter on mutually agreed upon dates until agreement is reached.

C. Whenever negotiations shall reach an impasse, the Board or the Association may individually or jointly request the assistance of the Public Employment Relations Commission to provide a mediator to effect a voluntary resolution of the impasse. If mediation is unsuccessful, then fact finding shall begin no later than twenty-five (25) days before the final budget hearing date. The fact finder must present his report no later than ten (10) days before the final budget hearing date.

D. The Board agrees to reopen negotiations on salaries and fringe benefits and permit amendments to this agreement whenever state funds have been appropriated for current expense spending in excess of those previously anticipated for any year covered by this agreement, provided the amount to be received from such appropriation by the Board equals or exceeds two and one-half per cent (2½%) of the gross current expense school budget for any such year.

ARTICLE III - COMPENSATION

Salary Ratio Guide - Base (1.0) equals \$15,808.00 (1973-74)

Years	Categories*						
	1	2	3	4	5	6	7
1	1.25	1.21	1.19	1.06	1.16	1.17	1.10
2	1.33	1.27	1.23	1.09	1.19	1.20	1.12
3	1.41	1.33	1.27	1.11	1.21	1.22	1.14
4	1.50	1.40	1.30	1.14	1.24	1.25	1.16
5	1.58	1.45	1.33	1.16	1.26	1.27	1.18

- * 1. High School Principal
- 2. Junior High School Principal
- 3. High School Vice Principal
- 4. High School Administrative Assistant
- 5. Junior High School Vice Principal
- 6. Elementary School Principal, 10½ months
K-9 Supervisor, 12 months
- 7. Elementary School Vice Principal, 10½ months

A. The Board of Education and any new professional employee will agree on the starting step.

B. Elementary school principals whose schools are on double sessions will be given a special contract in the amount of \$400.00.

C. Elementary school principals who have more than fifteen (15) classroom teachers assigned to them will be paid an additional \$20.00 per year for each classroom teacher assigned to them in excess of fifteen (15). A separate check for this amount shall accompany the end of January salary check.

ARTICLE IV - INSURANCE PROTECTION

The professional employee and his dependents shall be provided without cost Blue Cross, Blue Shield, Rider J and the major medical protection as provided in the policy and programs in effect September 1, 1973.

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

The Board agrees that should a tenure professional employee's employment terminate at the end of a school year, it shall continue in force the insurance coverage provided herein for the months of July and August.

The Board shall make available to the Association no later than July 1, 1973 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 - PROFESSIONAL NEGOTIATING COMMITTEES

The professional negotiating committee of the Association shall consist of five of its members. The Association shall also have the right to select such other persons as consultants who may attend meetings between the two committees. These persons may be selected from the membership of the Association or may be lay or professional, legal or educational consultants who are not members of the Association.

The professional negotiating committee of the Board shall consist of three permanent members, in addition, the President of the Board shall be an ex officio member of the committee. The Board shall also have the right to select such other persons, in addition to the Superintendent of Schools, the Board Secretary, and the Board Attorney, as consultants who may attend meetings between the two committees.

If for any reason one or more of the permanent member or members of either committee cannot attend a meeting between the two committees, no substitute or substitutes shall be permitted to attend in place of the absent permanent member or members. However, if for some reason, one or more of the permanent member or members of either committee cannot attend such future meetings between the two committees, said permanent member or members may be replaced at the discretion of their respective committee. Any such replacement or replacements shall become a permanent member or members of the respective committee. The professional negotiating committee selected by the Board and the Association shall each designate their own chairman for any meetings held between the two committees. The two chairmen so selected shall alternate in chairing the meetings between the two committees.

The Superintendent of Schools by virtue of his position as head administrator of the school system and chief liaison between the Association members and the Board may participate in any meeting between the two committees, but shall not serve as chairman.

ARTICLE VI - MEETINGS

A. The Board negotiating committee and the Association negotiating committee agree to meet jointly on a mutually agreed upon date during the months of September, November, January, March and May. These meetings are in no way intended nor shall they be used as a forum for continual negotiating on the agreement presently existing between the parties.

B. The Board negotiating committee or the Association negotiating committee may call a joint meeting of the two committees by:

1. Requesting the joint meeting in written form bearing the same date that the request is presented.
2. Affixing an agenda for the joint meeting to the written request.

Should the Board negotiating committee request the joint meeting, the dated written request with the agenda affixed shall be presented to the President of the Association, and five copies of each to the chairman for the Association negotiating committee.

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

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

Following each joint meeting a written summary of the discussions which took place will be prepared jointly by the two committees. This summary shall contain those items wherein tentative agreement has been reached, as well as those items remaining unresolved. The summary so prepared shall be incorporated in the minutes of the joint meeting.

C. Nothing in Section B of this Article shall preclude the two committees from agreeing in joint meeting to the time and date of the next joint meeting. Should this occur, the procedure outlined in Section B need not be followed.

ARTICLE VII - EXCHANGE OF INFORMATION

There shall be upon request of either committee a mutual exchange of available financial information relating to the

resources of the school district and any other available information that may be helpful in resolving problems of mutual concern.

The Board will also make available to the Association the tentative line item budget, as soon as practicable after said budget has been compiled by the Board.

ARTICLE VIII -
ADMINISTRATORS' RIGHTS AND RESPONSIBILITIES

A. The Association shall have the right to meetings with the Superintendent to give it a voice in the formation of policies affecting the operation of the school district.

These policies may pertain but not be limited to such matters as : school calendar, attendance districts, building programs, administrator-staff-pupil ratios, re-organization plans, staffing, grievances and welfare.

B. 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 the Board to give the administrators a voice in the formation of those decisions which they would be required to implement.

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

D. 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.

ARTICLE IX - GRIEVANCE PROCEDURE

The purpose of this Article is to provide opportunity for the discussion of grievances and to establish procedures for the processing and settlement thereof.

A. Definitions

Grievance - A grievance shall mean a complaint based upon a wrong believed by a professional employee, in the negotiating unit, to have been suffered by him as a result of a violation, misinterpretation or inequitable application of any provision of this agreement. Further, a grievance shall mean a wrong believed by a professional employee to have been suffered by him through inequitable treatment, or as the result of an act

or condition which affects him and is contrary to established Board policy. Further, a grievance shall mean a wrong believed by a professional employee to have been suffered by him as a result of the implementation of a practice or administrative regulation or ruling governing or affecting professional employees except that the term grievance shall not apply to:

1. Any matter for which a method of review is otherwise specifically prescribed by law. (The parties recognize that N.J.S.A. 18A:6-9 grants jurisdiction to the Commissioner of Education to hear and determine all controversies and disputes arising under school laws. It is intended that grievances which constitute controversies and disputes will be processed through the grievance procedure except in those areas where Title 18A otherwise specifically prescribes another method of review.)

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

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

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

Nothing in the above definition of the word grievance shall preclude more than one professional employee from joining with other professional employees in the presentation of a single grievance, provided, the alleged grievance arises out of facts similar in substance and circumstances and each professional employee joining in the presentation of a single grievance is similarly affected.

Grievant - Grievant shall mean a professional employee believing to have been or to be grieved.

Professional Employee - A professional employee shall mean any certificated employee within the negotiating unit.

Superintendent - Shall mean the Superintendent of Schools or any staff assistant he may designate to act on his behalf.

B. Principles

1. A grievance to be considered under this procedure shall be presented by the grievant or his 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 grievances as quickly as possible. A grievance which occurs near the end of the school year shall be presented on or before June 30 of the school year in which it occurred.

2. A grievant may present and process his grievance personally or through an appropriate representative. 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 professional employee because he utilizes the grievance procedure.

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

C. Procedure

1. A grievant may initially discuss the matter, identified as a grievance, with the Superintendent in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, Sub-section 1.

2. A grievant may file a grievance in writing by presenting the written grievance to the Superintendent and forwarding copies to the Association.

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

4. The Superintendent shall communicate his decision in writing to the grievant not later than ten (10) school days following their meeting. A copy of the decision shall also be forwarded at the same time to the Association.

5. If the grievance has not been resolved or if the Superintendent has not communicated his decision in writing to the grievant as provided in step 4, the grievant may request a hearing with the Board or its representatives. The request shall clearly explain the grievance and be made in writing not later than five (5) school days following the Superintendent's decision or if no such decision has been communicated then not later than five (5) school days following the expiration of the ten (10) school day period provided in step 4.

6. There shall be attached to any request for a hearing with the Board or its representatives an authorization and consent signed by the grievant expressly authorizing the Association to act on his behalf, and expressly consenting that any and all matters discussed with 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 may 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 then have the same rights as an individual grievant in the continued processing of the grievance.

7. 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 his grievance is reviewed by the Board or its representatives.

8. 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 also be forwarded at the same time to the Association.

9. 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 - PERSONAL DAYS OF ABSENCE

Days of absence for urgent personal need or urgent personal business need shall be allowed with full pay. Except in cases of emergency, application to the Superintendent for personal leave shall be made at least one day (24 hours) before such leave.

If in the event of an emergency, such as flooding, severe weather conditions or some other act of God, a professional employee is prevented from arriving at school on a day school is in session, he shall, as soon as possible, follow the prescribed procedure for reporting an absence.

ARTICLE XI - EXTENDED LEAVES OF ABSENCE

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

B. A professional employee on tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

C. 1. Military leave without pay shall be granted for a period of time not to extend beyond four years, to any professional

employee who is inducted or enlists in any branch of the Armed Forces of the United States.

2. Should the spouse of the professional employee who is inducted or enlists also be a professional employee within the district, the spouse will be granted leave without pay for the same period. The benefits provided for the professional employee in military service as outlined in Section H.1 of this Article, shall not accrue to the spouse during the leave of absence.

D. 1. A tenure professional employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Said professional employee may request a maternity leave without pay and said leave shall be granted.

2. Any female tenure professional employee adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No professional employee on maternity leave shall on the basis of said leave be denied the opportunity to substitute in the Middletown Township School District in the area of her certification or competence. A non-tenure professional employee adopting an infant child shall notify the Superintendent of her intention to adopt and may cease work upon her receiving de facto custody of said infant or earlier if necessary to fulfill her requirements for adoption.

E. 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 professional employee's immediate family. Additional leave may be granted at the discretion of the Board.

F. The Board shall grant a leave of absence without pay to any professional employee to campaign for or serve in a public office, or to campaign for a candidate for a public office other than himself.

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

H. 1. Upon return from leave granted pursuant to Sections A, B, or C of this Article, a professional employee 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 he would have achieved if he 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. A professional employee shall not receive increment credit for time spent on a leave granted pursuant to Sections D, E, F, or G of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

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

I. All applications for leaves of absence, extensions or renewals of leaves shall be made by April 1, wherever possible, but in any event, not later than thirty (30) days prior to the effective date of same, and all approvals shall be made not later than fourteen (14) days prior to the effective date of such leave.

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

ARTICLE XII - SICK LEAVE

A. As of July 1, 1973, all professional employees employed for ten and one-half (10½) 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 professional employees 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.

B. Whenever a tenure professional employee has exhausted his present school year and accumulated sick leave and has applied and exhausted as sick leave all of his unused personal days of absence, and a physician certifies that because of illness or accident he is unable to return to work, he shall be permitted to remain on sick leave with full pay for a period of days not to exceed in number the sick leave days which the professional employee would ordinarily accumulate during the school year next following; provided the professional employee's accumulated sick leave is exhausted or shall become exhausted as the result of his being absent because of illness or accident for at least seven (7) consecutive days. Any sick leave time used by a professional employee beyond that which he has accumulated shall be chargeable against the professional employee's sick leave which would ordinarily accumulate in the school year next following the school year in which his sick leave was exhausted.

C. 1. A professional employee may be allowed a maximum of five (5) school days in any one year with full pay because of illness within the immediate family where the member of the immediate family lives in the same household, to be subtracted from his sick leave days.

2. Cumulative Leave:

- a. The total number of days of sick leave that may be used by a professional employee in any one school year shall be the current annual sick leave allowance of eleven (11) working days for those employed on a ten and one-half (10½) months' basis, and twelve (12) working days for those employed on a twelve (12) months' basis, plus the accumulated reserve.
- b. Any professional employee within the negotiating unit who is appointed after the opening of school shall be credited with the proper number of sick leave days for that school year.
- c. At the beginning of a professional employee's term of employment each year, and regardless of the time of beginning actual service, each professional employee shall have immediately available for use sick leave allowance for that year as defined above.
- d. Absences on sick leave shall be charged first to the annual allowance of any professional employee until it is fully utilized and thereafter to the accumulated credit.

3. When any professional employee'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.

4. Medical Certificate

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.

5. Quarantine

When quarantine is not because of personal illness but results from illness within the professional employee's immediate household, the professional employee 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, part A of this Article shall apply.

6. Leave - Accumulative - Non-accumulative

No professional employee shall lose his accumulated allowance of unused days of sick leave by reason of having been

on leave of absence, nor shall the professional employee accumulate sick leave while on a leave of absence.

ARTICLE XIII - ATTENDANCE AT CONVENTIONS

The Board agrees that professional employees 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.

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

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.

ARTICLE XV - TEMPORARY LEAVES OF ABSENCE

A. Professional employees shall be entitled to the following temporary non-accumulable leaves of absence with full pay each school year, not chargeable to sick leave or personal days:

1. 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.

2. 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.

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

4. Up to five (5) school days in the event of death or serious illness of the professional employee'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, and any other member of the immediate household. Professional employees shall be granted up to one (1) day in the event of death of a professional employee's friend or relative outside his 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 professional employees sufficient time off to attend the funeral.

5. 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.

6. Up to five school days for a tenure professional employee for the purpose of marriage, and one school day for the purpose of marriage for a non-tenure professional employee.

7. Any professional employee 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.

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

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the professional employee is entitled.

ARTICLE XVI - SABBATICAL LEAVES

A sabbatical leave shall be granted to a professional employee 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 professional employee 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 he occupies and

in the opinion of the Superintendent the results of such sabbatical leave would be in the best interest of the school district.

B. A professional employee may not be granted a sabbatical leave more often than once every seven years.

C. A professional employee on sabbatical leave for a school year shall be paid by the Board at one-half his regular salary subject to condition 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, moneys received from the foundation or institution, plus sabbatical leave moneys from the Board, shall not exceed in total amount the professional employee's full contract salary. Should moneys from all of the above sources exceed the professional employee's full contract salary, payments made by the Board shall be reduced in order that a professional employee will not receive more than his full contract salary.

F. Expense moneys provided by a foundation or an institution while a professional employee is on sabbatical leave for a sponsored year by such foundation or institution will not be counted as salary moneys.

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 1st, 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 professional employee on sabbatical leave to sustain full pension rights.

J. Upon return from sabbatical leave, a professional employee shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

K. It is expected that any professional employee who has taken a sabbatical leave will upon completion of such leave remain as a professional employee within the Middletown Township School District for a period of no less than two school years. Before any sabbatical leave is granted the professional employee shall enter into a written agreement with the Board which shall provide for reimbursement to the Board should the professional employee not remain within the Middletown Township School District as a professional employee 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 professional employee is unable to continue his employment for the expected two year period following a sabbatical leave due to reasons of health he would not be required to reimburse the Board for moneys paid while absent on sabbatical leave.

ARTICLE XVII - SALARY DEDUCTIONS

The Board agrees to deduct from the salaries of its professional employees, after reasonable advance notice, dues for the Middletown Township Education Association, the Monmouth County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said professional employee 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 moneys together with records of any corrections shall be transmitted to the aforementioned associations for whom they were collected by the 15th of each month following the monthly pay period in which deductions were made.

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

ARTICLE XVIII - SAVING CLAUSE

Should any provision hereof, 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 XIX - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1973, and shall continue in effect until June 30, 1975, subject to the Association's right to negotiate over a successor agreement with regard to salary and fringe benefits as provided in Article II.

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

MIDDLETOWN TOWNSHIP
ADMINISTRATORS AND SUPERVISORS
ASSOCIATION

THE BOARD OF EDUCATION OF
MIDDLETOWN TOWNSHIP

By: _____
President

By: _____
President

Chairman of Negotiating Committee

Chairman of Negotiating Committee

Secretary

Secretary

12/6/73
edr