

PREFACE

This agreement made this 12th day of May, 2010, between the **BOARD OF EDUCATION OF THE TOWNSHIP OF MANTUA**, in the County of Gloucester, party of the first part, hereinafter called the **BOARD OF EDUCATION**, and the **MANTUA TOWNSHIP ADMINISTRATORS' ASSOCIATION**, party of the second part, hereinafter called the **MTAA**.

WITNESSETH THAT:

The parties hereto for the purpose of promoting relationships which are conducive to the maintenance of a sound school system, each for the benefit of the other, their mutual benefit and each in consideration of the execution of this **AGREEMENT** by the other, do covenant and agree with each other as follows:

ARTICLE I

RECOGNITION

The **BOARD OF EDUCATION** hereby recognizes the **MTAA** as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment of School Principals, Vice-Principals, Supervisor of Curriculum and Supervisor of Special Education employed by the **BOARD OF EDUCATION**.

ARTICLE II

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of employees covered by this Agreement. Negotiations shall begin no later than December 1 of the calendar year proceeding the calendar year in which this Agreement expires.

Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the **BOARD OF EDUCATION** and the **MTAA** mutually agree to an extension of time.

ARTICLE III

MAINTENANCE OF CURRENT BENEFITS

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment outlined in the comprehensive contract negotiated with the Mantua Township Education Association and applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this 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.

ARTICLE IV
MODIFICATION OF CONTRACT

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

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

ARTICLE V

PROTECTION OF ADMINISTRATORS

- 5.1 Administrators shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well being.
- 5.2 An administrator may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary; to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or with the control of the pupil; for the purpose of self defense; and for the protection of persons and property.
- 5.3 Whenever any action is brought against an administrator before the **BOARD OF EDUCATION** or before the Commissioner of Education of the State of New Jersey which may affect his/her employment or salary status, the **BOARD OF EDUCATION** shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the administrator.
- 5.4 Pursuant to the Statutes of the State of New Jersey, whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, for any act or omission arising out of and in the course of the performance of the duties of such office, position, or employment, the **BOARD OF EDUCATION** shall defray all cost of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial

loss resulting there from; and said **BOARD OF EDUCATION** may arrange for and maintain appropriate insurance to cover all damages, losses and expenses.

- 5.5 Pursuant to the Statutes of the State of New Jersey, should any criminal action be instituted against any administrator for any such act or omission and should such proceeding be dismissed or result in a final disposition favorable to such person, the **BOARD OF EDUCATION** shall reimburse him/her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- 5.6 Administrators shall immediately report cases of assault suffered by them in connection with their employment to the superintendent. Administrators shall immediately report to the superintendent all cases of assault upon pupils.

ARTICLE VI

WORK DAY & WORK YEAR

6.1 Work Day

The basic workday shall be from 8 a.m. to 4 p.m. It is further understood that administrative responsibilities extend beyond the basic work day and frequently require additional time for special programs, PTO functions, Board meetings and other assignments related to regular administrative duties; therefore, administrators shall have discretion with respect to arrival and departure time when meeting the obligations described. However, administrators must notify the superintendent whenever they plan to deviate from regular hours or be out of the building.

On days before extended holiday recess, i.e., Thanksgiving, Christmas, Easter, when school normally dismisses early for pupils, administrators may leave their building at 3 p.m. provided all responsibilities have been fulfilled.

6.2 Work Year

A. Principals shall work a full 12-month calendar subject to leaves for regular vacation time and holidays for which the schools are closed. The Supervisor of Curriculum shall work a 12-month administrative calendar and the Supervisor of Child Study Team shall work a 12-month administrative calendar. During the time school is closed for NJEA Convention, administrators shall be obligated for reporting to school or attending an approved administrative conference or convention one of the two days set aside for this purpose. During period of extended school closing for pupils at Christmas and Easter (five consecutive days or longer), administrators must report

to work for two of the days based on a work schedule developed mutually with the superintendent prior to each recess period.

- B. For those attending an approved conference or convention, the Board will reimburse up to a maximum of \$200. per day with the total not to exceed \$500. for the conference or convention.

6.3 Emergency Closings

Administrators shall report to work during days a school or all schools are closed due to emergencies. Administrators shall have discretion with respect to arrival and departure time due to inclement conditions. However, administrators must keep the superintendent informed regarding their arrival and shall consult with him regarding departure time.

ARTICLE VII

LEAVES OF ABSENCE

7.1 Types of Leaves

For the purpose of this Article, the following types of leaves shall be recognized:

- | | |
|---------------------|------------------------|
| A. Sick Leave | B. Compassionate Leave |
| C. Personal Leave | D. Involuntary Leave |
| E. Maternity Leave | F. Professional Leave |
| G. Sabbatical Leave | |

7.2 Sick Leave

- A. All administrators employed shall be entitled to twelve (12) sick leave days, with pay, each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave shall be accumulated from year to year with no maximum limit.

Catastrophic leave will be available in accordance with the provisions of 18A:30-6 when sick leave is exhausted and shall be administered on an individual basis.

- B. The **BOARD OF EDUCATION** shall reimburse retiring Administrators for unused sick leave at the rate of \$60. per day up to a maximum of \$7,200. (120 days) for the duration of the contract. In order to be eligible for reimbursement, the retiring administrator must possess a minimum of fifty (50) days accumulated sick leave at the end of the academic year in which the retirement is executed.

Notice of said retirement must be given by December 1st in order to receive payment in the following year.

Any administrator employed after July 1, 1988 must attain ten (10) consecutive years of service in the District in order to be eligible for any retirement reimbursement.

Should the employee die before retirement, after having given formal retirement notification, the accrued entitlement will be paid to the beneficiary or to the employee's estate, as appropriate.

7.3 Compassionate Leave

Leaves of absence shall be granted by the superintendent, with pay, to an individual for a death in the immediate family. The number of days per year shall not be defined, but the maximum number of days per any one crisis shall not exceed five (5).

The immediate family shall be considered as: father, mother, grandfather, grandmother, spouse, child, brother, sister, grandchild, stepparent, and stepchild.

A leave of three (3) days shall be granted with the same stipulations as above in the event of a death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or grandparent-in-law or any other person with assumed comparable roles.

7.4 Personal Leave

A. Administrators covered under this agreement shall receive a maximum of three (3) personal leave days with pay.

All requests for personal day leave must be made in writing on prescribed forms, submitted forty-eight (48) hours in advance, and approved by the Superintendent. In the event that an emergency prevents such advance notification time, the proper forms must be completed retroactively.

- B. For those individuals who have sufficient unused personal days remaining at the end of each school year, all remaining unused personal days shall be converted to accumulated sick leave annually.

- C. All requests for personal day leave which is to occur on a day before or a day after a holiday or scheduled extended school recess must state the reason for such request and be approved by the Superintendent. Approval shall be granted only for the purpose of conducting business that could not be conducted at any other time. Such matter shall include, but not be limited to, legal proceedings, weddings involving the immediate family, attendance at a graduation for oneself or immediate family, real estate settlements and bona fide emergencies.

7.5 Involuntary Leave

Involuntary leave may be requested only after other appropriated accumulated leave has been exhausted. All requests for involuntary leave must be in writing on prescribed forms, submitted seventy-two (72) hours in advance and be approved by the Superintendent. Involuntary leave shall be limited to use for a court subpoena or family/household emergency.

Any involuntary leave expected to be longer than five (5) days must be approved by the **BOARD OF EDUCATION**. No compensation shall be granted for leaves in excess of five (5) days. In such cases, the leave shall be without pay in all instances.

7.6 Maternity Leave

The **BOARD OF EDUCATION** shall grant maternity leave in accordance with board policy and the laws of the State of New Jersey.

7.7 Professional Leave

Administrators will be provided the opportunity to participate in professional development upon the approval of the Superintendent. The appropriate professional development form shall be submitted at least forty-eight (48) hours in advance. Reimbursement will be provided for all cost associated with attendance at approved workshops and conferences.

7.8 Sabbatical Leave

A. Purpose

A sabbatical leave shall be granted to an administrator by the **BOARD OF EDUCATION** for study in the area of their specialization, for travel, or for other reasons of value to the school system.

B. Conditions

Sabbatical leave shall be granted, subject to the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent in writing no later than January 1st and action must be taken on all such requests no later than April 1st of

the school year preceding the academic year for which the sabbatical leave is requested.

2. The administrator in order to qualify for sabbatical leave must have completed at least seven (7) full school years of service in the Mantua Township School District.
3. The administrator on sabbatical leave shall be paid fifty percent (50%) of his/her contract salary for the year in which the sabbatical is requested.
4. Upon return from the sabbatical leave, the administrator shall be placed on the salary schedule at the level which s/he would have achieved had s/he remained actively employed in the system during the period of his/her absence. A recipient of a sabbatical shall agree to return to his/her duties within the school district for a period of not less than two (2) years. Should a sabbatical recipient fail to return to the service of the Mantua Township Schools for a period of two (2) years immediately following the sabbatical, the recipient shall repay the **BOARD OF EDUCATION** the full amount received while on sabbatical leave of absence.
5. A sabbatical leave shall be granted for no more or less than one (1) academic year. All sabbatical leaves shall be effective from the opening day of school and last until the closing day of school during the same academic year.
6. A sabbatical leave shall be granted to an administrator not more than once during his/her entire employment in Mantua Township Schools.
7. An administrator on sabbatical leave shall be entitled to any and all fringe benefits which are extended to all administrators and for which the recipient is eligible, at personal expense.

ARTICLE VIII

REIMBURSEMENT FOR PROFESSIONAL COURSES

- 8.1 The **BOARD OF EDUCATION** will pay one hundred percent (100%) of the costs for tuition, matriculation and registration, for all approved graduate and doctorate coursework. All additional expenses must be assumed by the individual. Those additional expenses are: books, parking fees, and late fees.
- 8.2 The maximum amount to be reimbursed to the employee shall not exceed the cost of nine (9) graduate and/or doctorate credits based on the cost of credits for New Jersey state colleges for the academic year in which the approved course work was taken.
- 8.3 Courses to be reimbursed must be approved by the Superintendent before reimbursement will be made. Upon completion of the course(s) a transcript or grade card shall be submitted to the Superintendent as evidence of successful completion of the course(s). Reimbursement shall be made only to applicants who present evidence (course mark as shown on official transcripts) of having received a grade of "B" or better. If an administrator resigns or retires during the school year (July 1 – June 30) after courses have been taken and reimbursement provided, he/she shall reimburse the Board for all costs, as outlined in section 8.1, paid by the Board in the preceding school year.

ARTICLE IX

INSURANCE PROTECTION

9.1 Health Care Insurance

The **BOARD OF EDUCATION** shall pay the full premium cost of AmeriHealth Public Sector 5 or Public Sector 10 (or a plan of equal or greater benefits) for each eligible administrator and eligible dependents.

Any new administrator hired after July 1, 2006 will only be offered to enroll into AmeriHealth Public Sector 5.

All administrators who receive medical health benefits will contribute 0.5% of their contracted salary towards the cost of their health insurance during the third year (2011-12) of the contract.

Any administrator eligible for Health Care Insurance shall be offered the following in lieu of coverage payment:

Family	\$2500.00
Husband/Wife	\$2250.00
Parent/Child	\$2000.00
Single	\$1750.00

9.2 Group Income Protection Plan

The **BOARD OF EDUCATION** agrees to pay the premium for each eligible administrator equal to the plan as written by the Prudential Financial Company which provides a monthly benefit of \$600.00. The

above premium can be used towards the plans provided by Prudential Financial Company, Unum, or Franklin Insurance Company.

9.3 Prescription Drug Insurance

The **BOARD OF EDUCATION** shall pay the full premium cost for prescription drug insurance coverage for each administrator eligible for health care insurance and eligible dependents, based on the following co-pays:

	<u>2009/10 & 2010/11</u>	<u>2011/12</u>
Generic Preferred	\$10.	\$10.
Brand Preferred	\$15.	\$20.
Non-Preferred	\$25.	\$30.

9.4 Dental Insurance

The **BOARD OF EDUCATION** shall pay the full premium cost for family dental benefits for each eligible administrator and eligible dependents.

ARTICLE X

SALARY DEDUCTIONS

10.1 Direct Deposit

Administrators employed on a ten (12) month basis shall be paid in twenty four (24) equal semi-monthly installments. Individuals may elect to have salary directly deposited into their accounts by contacting the Board Office for necessary paperwork. The **BOARD OF EDUCATION** will provide, at the beginning of each school year, a check distribution guide outlining the actual paydays for the course of the school year.

10.2 Credit Union

Individuals may elect to have any amount of their monthly salary deducted from their pay for deposit in individual accounts with the ABCO Credit Union. The interest accrued will be applied to their individual accounts by the Credit Union. Withdrawal of funds is subject to the rules of the Credit Union. Proper forms to initiate said deductions must be submitted to the Board Office.

10.3 Pay Dates

When a payday falls on or during a school holiday, vacation, or weekend, administrators shall receive their paychecks on the last previous working day.

ARTICLE XI

GRIEVANCE PROCEDURE

11.1 Definition

A grievance is an appeal of the interpretation, application, or violation of policies, agreements and administrative decisions affecting a teacher or group of teachers as it concerns terms and conditions of employment.

Any grievance based on administrative decision or Board policy and affecting terms and conditions of employment shall be appeal able no further than the **BOARD OF EDUCATION**. Only a grievance based on the language of this contract as it affects terms and conditions of employment shall be appeal able to arbitration.

11.2 Procedure

All grievances are to be filed with the Superintendent. The Superintendent shall render his decision and return the grievance to the appropriate party within ten (10) calendar days, excluding school holidays.

If the aggrieved is not satisfied with the Superintendent's decision, the aggrieved may file through the Board Secretaries Office, within ten (10) working days after receiving the Superintendent's decision, an appeal, in writing to the **BOARD OF EDUCATION**. It shall be the duty of the Board Secretary to notify the **BOARD OF EDUCATION** of the receipt of such a written appeal. The **BOARD OF EDUCATION** shall meet with the parties of interest within twenty-five (25) calendar days of receiving the written appeal at a mutually acceptable time and place in Executive Session, in order to hear the merits of the case. The aggrieved party has the right to

hear the merits of the case. The aggrieved party has the right to counsel, representation, and witnesses on their behalf. The decision made by the **BOARD OF EDUCATION** shall be communicated to the respective parties in writing within forty (40) calendar days of the hearing.

The grievant must notify the **BOARD OF EDUCATION** within twenty (20) calendar days, excluding school holidays, of receiving the **BOARD OF EDUCATION's** decision of its intention to appeal said decision to arbitration. If the grievant does not do so within twenty (20) calendar days, excluding school holidays, the grievance is considered automatically resolved based on the decision rendered by the **BOARD OF EDUCATION.**

If a resolution of the grievance is not achieved at the **BOARD OF EDUCATION** level, an arbitrator may be selected by mutual agreement or from the American Arbitrators Association for from a list supplied by the New Jersey Public Employees Relations Commission. The cost of such an arbitrator shall be shared by both parties. The decision handed down by such arbitrator shall be binding on both parties.

It shall be the duty of the Superintendent and the MTAA to maintain a complete file of written grievances. Such file shall not become a part of the aggrieved's personnel file.

ARTICLE XII

VACATION SCHEDULE

12.1 Administrators employed on a regular 12-month basis are entitled to the following paid vacation schedule:

1	-	3 years	-	15 days vacation
4	-	years	-	20 days vacation

The number of years reflected in this schedule will represent the number of contracted years in the district as a 12 month employee. An administrator does not have to work a full year in order to receive credit for a contracted year of service (i.e. if an administrator is hired after July 1st, their first year will still represent their first year of contracted service regardless of how many months they work).

For those administrators hired prior to July 1, 2004, vacation days will accrue and will be available on July 1st of the following school year. The number of vacation days will be based on the above schedule.

For those administrators hired after July 1, 2004, vacation days will not be accrued and will be immediately available as per the schedule above.

Administrators who are hired after July 1st will receive a prorated number of vacation days based on the above schedule and the number of months they are employed in that first year.

12.2 Eligible administrators may bank unused vacation up to the total number of vacation days earned each year.

- 12.3 Eligible administrators will forfeit any future unused vacation days which result in an employee exceeding the allowable number of banked days on June 30 of any given year.
- 12.4 When an administrator leaves the district or retires, the Board will reimburse for any unused vacation time up to twenty (20) days, plus any days accrued for the current school year. Any scheduled vacation interrupted by the Board of Education will be reimbursed at the existing rate. This reimbursement is subject to 12.2 & 12.3.

ARTICLE XIII

SALARY

13.1. The MTAA will be entitled to the following salary increase:

2009-2010	4.25%
2010-2011	0.00%
2011-2012	2.00%

These percentages will be applied to the total salaries to determine the aggregate increase. The aggregate will be divided by the number of administrators represented by this contract and equally added to each individual's prior year contract.

In the event that a school principal has a student population greater than 500 students, said principal will be entitled to a \$500.00 differential which will be included in the individual's base pay. These differentials will be subtracted from the total aggregate salaries. The result will be divided equally among the administrators represented by this contract.

The board agrees to provide a one-time salary adjustment to the salary for the curriculum supervisor in the amount of \$6,000.00. For the purposes of determining the total aggregate salaries for 2009-2010, the \$6,000.00 will be added to the curriculum supervisor's 2008-2009 salary before the 2009-2010 salary increase is determined.

ARTICLE XIV
DURATION

14.1 Term

The term of this Agreement shall be for three (3) years. this Agreement shall commence and be effective on July 1, 2009 and continue in full force and effect to June 30, 2012.

14.2 Witness of Signatures

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its President, attested by its Secretary and its corporate seal to be affixed hereto, pursuant to a Resolution of its Board Members, and the party of the second part has caused these presents to be signed by its President, attested by its Secretary and its corporate seal to be affixed hereto, pursuant to a Resolution of its members, the day and year first above written.

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF
MANTUA IN THE COUNTY OF GLOUCESTER**

By: _____

Attest: _____

**THE MANTUA TOWNSHIP ADMINISTRATORS'
ASSOCIATION**

By: _____

Attest: _____