

AGREEMENT

between

MONROE TOWNSHIP BOARD OF EDUCATION

and the

MONROE TOWNSHIP ORGANIZATION
OF ADMINISTRATORS AND SUPERVISORS
SEPTEMBER 28, 2010

JULY 1, 2010 – JUNE 30, 2011
JULY 1, 2011 – JUNE 30, 2012
JULY 1, 2012 – JUNE 30 2013

3/3/2011

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AGREEMENT

KNOW ALL PEOPLE BY THOSE PRESENT, that pursuant to the provisions set forth in Title 34, Chapter 303, Laws of 1968, and P.L. 123, Laws of 1974, State of New Jersey entitled "New Jersey Employer-Employee Relations Act," the Monroe Township Organization of Administrators and Supervisors of the Township of Monroe in Gloucester County, State of New Jersey (hereinafter called the "M.T.O.A.S.") and the Monroe Township Board of Education (hereinafter called the "BOARD") do hereby enter into Agreement effective the 1st day of July 2010 to June 30, 2013

WITNESSETH THAT it is agreed by and between parties hereto as follows:

ARTICLE I RECOGNITION

WHEREAS, a majority of principals, assistant principals, supervisor of special services, supervisor of child study team, director of plant operations, supervisor of athletics, supervisors of curriculum and instruction, supervisor of technology, supervisor of transportation, director of guidance, and 10-month supervisors in the positions designated in the unit described below in the Monroe Township School District have designated the Monroe Township Organization of Administrators and Supervisors as their representative for the purpose of collective negotiations; and

WHEREAS, such principals, assistant principals, supervisors, director of plant operations and director of guidance constitute an appropriate unit for collective negotiations; now there be it

RESOLVED by the Monroe Township Board of Education, that pursuant to Chapter 123, P.L. Laws of 1974, the Board of Education of Monroe Township, Williamstown, New Jersey, recognizes the Monroe Township Organization of Administrators and Supervisors as the exclusive representative for collective negotiations concerning the terms and conditions of employment of all having tenure and/or contract in the unit described below:

Principals, assistant principals, supervisor of special services, supervisor of child study team, director of plant operations, supervisor of athletics, supervisors of curriculum and instruction, supervisor of technology, supervisor of transportation, director of guidance, and 10-month instructional supervisors.

ARTICLE II NEGOTIATION PROCEDURE

The parties agree to commence negotiations in accordance with the requirements of N.J.S.A., Title 34, Chapter 123, P.L. 1974. When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the Board and the M.T.O.A.S. Representatives of the M.T.O.A.S. shall be entitled to act for and to negotiate agreements covering all members of the M.T.O.A.S. membership. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with said representatives before they are established. In addition, representatives of the M.T.O.A.S. and designated representatives of the Board shall meet at reasonable times to negotiate in good faith with respect to grievance and terms and conditions of employment.

**ARTICLE III
SALARY POLICY**

2010-2011

2011-2012

2012-2013

The administrative salary guide will be based on the following ratios. Each assigned ratio shall be calculated on a base of \$86,608.94 for 2010 - 2011; \$88,774.16 for 2011-2012; \$90,993.51 for 2012-2013.

Effective July 1, 2010, and for the term of this contract, each employee will contribute 1.5% of his/her salary through a payroll deduction toward the cost of health benefits

Entry level for new administrators shall be 94% of the ratio for the first year, 96% of the ratio for the second year, and 98% for the third year. Thereafter all administrators shall be paid 100% of the salary on the guide.

A tenured administrator within the district who is appointed to a position of higher ratio will be paid at 96% of the ratio for the first year, 98% of the ratio for the second year, and 100% of the ratio thereafter.

Position	2010-11	2011-12	2012-13
Principal, High School	1.65	1.65	1.65
Principal, Middle School	1.60	1.60	1.60
Principal, Elementary School	1.50	1.50	1.50
Supervisor, Special Services	1.50	1.50	1.50
Supervisor, Curriculum	1.45	1.45	1.45
Assistant Principal, High School (12 mo.)	1.40	1.40	1.40
Assistant Principal of Athletics/Activities	1.40	1.40	1.40
Assistant Principal, Middle School (12 mo.)	1.40	1.40	1.40
Director, Guidance	1.40	1.40	1.40
Supervisor, Guidance	1.40	1.40	1.40
Supervisor, Child Study Teams	1.35	1.35	1.35
Assist. Principal, High Sch./Middle (10 mo)*	1.40	1.40	1.40
Director, Plant Operations	1.35	1.35	1.35
Assistant Principal, Elementary (12 mo.)	1.35	1.35	1.35
Supervisor, Technology	1.35	1.35	1.35
Assist. Principal, Elementary (10 mo)*	1.35	1.35	1.35
Instructional Supervisors**	1.27	1.27	1.27
Supervisor, Transportation	.85	.85	.85

*Ten month assistant principal will work 20 days during the summer at their per diem rate and paid during the 10-month contract. (See Attachment A)

**Ten month instructional supervisor will work 10 days in the summer at their per diem rate.

In the event that an administrator is called upon to perform duties which are beyond the workday, determined by the superintendent, and approved by the Board of Education not to be within his/her job description, that administrator will be compensated at the per hour rate of \$48.90 for the term of the contract.

ARTICLE IV
INSURANCE PROTECTION / BENEFITS and COVERAGE

- 4:1 The Board agrees to pay the full cost for family coverage for all full-time employees for PPO (Preferred Provider Organization) or POS (Point of Service) Coverage for Blue Cross, Blue Shield, Rider J, and Major Medical for the term of this contract. A summary of the benefits is attached as Contract Schedule B.
- 4:2 The Board will pay full cost for a \$10.00/15.00/1X co-pay prescription plan for the employee and family. Oral contraceptives will be included effective January 1, 2006.
- 4:3 The Board will pay the full family dental premium for the duration of the contract. Such premium costs will be capped at the premium in effect at the end of the contract. The maximum annual benefit will be \$1,500 per insured effective January 1, 2006.
- 4:4 For the duration of the contract, employees will receive any and all increases in benefits that the other negotiating units receive.
- 4:5 Effective July 1, 2010, each employee will contribute 1.5% of salary through a payroll deduction toward the cost of health benefits.
- 4:6 The Board will provide cash payments to those employees who wish to waive or "opt out" of board provided insurance coverages.
- a. For those employees who choose to waive coverage, the Board of Education will pay 35% of the premium of the employee's elected plan as of July 1, 2010.
- b. Payments for waiver of coverages will be made in two (2) annual installments. The first payment will be made in December of the school year in which coverage is waived, and the second payment will be made in June of the school year in which coverage is waived.
- c. Proof of alternative coverage must be provided in order to receive any of the payments under this plan. Waiver of coverage can be made during open enrollment periods, and such payment for waiver will be pro-rated regarding the time of coverage.
- d. Such waiver is irrevocable for the plan year unless the employee meets one or more of the criteria of a "Family Status Change," which includes, but is not limited to:
- Marriage, divorce, or legal separation
 - Death of a spouse or dependent
 - Birth or adoption of a dependent
 - Termination or commencement of participant's or spouse's employment
 - Participant or spouse taking an unpaid leave or absence lasting more than thirty (30) calendar days
 - Participant or spouse having a significant change in health coverage due to spouse's employment
 - Ineligibility of a dependent
 - Bankruptcy court order

- e. Employees may elect to opt out of either or all health benefits, prescription, or dental coverage.
 - D. Section 125 plan will be established for the benefit of Monroe Township Board of Education employees.

4:7 The Board shall provide a description of insurance coverage and benefits to each employee.

Contributory Insurance

4:8 The Board will provide to administrators full repayment for the life of this Agreement toward Contributory Pension Insurance.

Health Benefits Coverage Upon Retirement

4:9 Administrators who have minimally twenty five years of service by June 30, 2010 and will be retiring from service in Monroe Township will have health benefits coverage continued at the employer's expense for life. To be eligible, an administrator must complete a minimum of twenty-five (25) years in an educational capacity in the Monroe Township District and must retire from service from this district. Health benefits coverage provided by the employer at the time of retirement will include those programs in existence and shall be available to the retiring administrator and spouse only. Should the administrator predecease a spouse, the benefits shall continue for the surviving spouse as long as survival status does not change. If a spouse predeceases an administrator, the benefit will continue for the retired administrator only, and cannot be expanded for any change in marital status. While the coverage to be provided is "husband-wife," a retiring administrator may request family coverage, if eligible; however, additional costs for such extended coverage will be paid by the retiring administrator. The preceding language pertains to the following Association members only: D.M., D.S., K.C.

For administrators retiring from service in Monroe Township after July 1, 2010 who have minimally 20 years of experience July 1, 2010 will have full dental coverage continued at the employer's expense for life. To be eligible, an administrator must complete a minimum of twenty-five (25) years in an educational capacity in the Monroe Township School District and must retire from service from this district. Dental benefits coverage provided by the employer at the time of retirement will include those dental programs in existence and shall be available to the retiring administrator and spouse only. Should the administrator predecease a spouse, the benefits shall continue for the surviving spouse as long as survival status does not change. If a spouse predeceases an administrator, the benefit will continue for the retired administrator only, and cannot be expanded for any change in marital status. The coverage to be provided is for administrator and spouse and wife. The preceding language pertains to the following Association members only: J.B., D.W.

Retirement – Sick Leave Benefit

4:10 Upon retirement from the district, an administrator will be reimbursed for unused sick leave. Any administrator hired after July 1, 1999, will be reimbursed for his/her administrative sick leave at retirement at a rate of 40% of the per diem rate. Any

administrator hired before June 30, 1999 will be reimbursed for his/her administrative sick leave at retirement at a rate of 64% of the per diem rate.

The per diem rate shall be calculated on a twelve (12)-month basis or two hundred forty (240) days per year. Reimbursement will be made over a period of three (3) to six (6) years at the discretion of the administrator. This decision must be made at the time of retirement. In the event of the death of the employee, the remaining amount will be made to the employee's beneficiary. Beneficiary will be named at retirement.

Sick Leave Buy-Out

- 4:11 (a) Each district administrator having a minimum of fifteen (15) years employment with ten (10) of these years as an administrator in Monroe Township may apply accumulated sick leave not to exceed fifty (50) days per year for payment. This payment will be calculated at the current contract year "payment schedule for unused sick leave at retirement." One hundred (100) sick days, however, must remain as a minimum in each administrator's accumulated sick leave total.
- (b) An administrator requesting this stipend must submit this request in writing by November so that payment can be issued in July of the following year. All particulars concerning this procedure are the full responsibility of the requesting administrator.
- (c) An administrator entering this unit from our teaching ranks after July 1, 1996, will utilize accrued administrative sick leave when necessary and available. The accrued teacher accumulated sick leave will only be used when the administrative sick leave is totally depleted.
- (d) Any new administrator contracted after July 1, 1996, will have his/her teacher-accumulated sick leave calculated identically to the formula for teaching staff.
- (e) Payments for administrative sick leave accrued in Monroe Township shall be based on the administrative contract language, "Retirement-Sick Leave Benefit."

ARTICLE V VACATION

- 5.1 All 12-month administrators shall receive twenty-two (22) days vacation after completion of one (1) year service as a full-time administrator in the district. Vacation days not used in the previous year must be used prior to August 31st. Employees will be permitted to carry over 10 days from the previous contract year with permission from the superintendent.

Accumulation

- 5.2 Wherein any fiscal year, the vacation or any part thereof is not granted by reason of pressure of school district business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding year (fiscal) only. If granted, the vacation must be taken or any unused leave would be forfeited. However, if

the administrator's presence is required and the Board of Education does not grant the requested vacation leave within the scope of the policy, and as a result, the employee would, in effect, lose vacation time, the administrator would be paid for that equal time.

- 5.3 If at the time of resignation or retirement, said employee having unused vacation time accumulated that had been denied after request, this and/or current accrued vacation shall be either granted or reimbursement given.
- 5.4 If an administrator retires prior to June 30, the maximum amount of days that can be taken for vacation, directly prior to the retirement date, will be ten (10) and the maximum amount for reimbursement will be twenty-two (22).

ARTICLE VI INCLEMENT WEATHER

- 6.1 When schools are closed because of inclement weather, each administrator shall determine his/her attendance during the day of closing or any portion thereof.

ARTICLE VII TRAVEL EXPENSES

- 7.1 When administrators must use their own automobiles for school district business, they will be paid the prevailing State rate per mile.

ARTICLE VIII LEAVES OF ABSENCE

- 8.1 There shall be three (3) personal days granted at the discretion of the superintendent. Personal days are to be used only for personal business. Up to three (3) personal days per year, if unused, will be applied to accumulated sick leave.
- 8.2 Any administrator who uses thirty (30) or more consecutive workdays of sick leave may be asked by the Board of Education to submit to a second opinion by the school physician. If the opinions of the two physicians, the employee, and the Board of Education are in conflict with each other, then a third opinion may be sought by a physician mutually agreed upon by both parties. The fee for the second and third opinions will be borne by the Board of Education.

Sick Leave

- 8:3.1 There will be twelve (12) sick days, two (2) of which may be used as family illness days, with pay per year. Days not used shall be credited towards the employee's accumulation of sick leave.
- 8:3.2 The Board or the superintendent may require the submission of a physician's certificate as provided in NJSA, Title 18A 30-4. In cases of questionable recurring absence, the employee, administration and the MTOAS representative will be advised, and a

physician's certificate may be required for each subsequent absence in accordance with NJSA Title 18A 30-4.

8:3.3 Administrators shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

Death in Family

8:4 In the event of death in the immediate family, administrators shall be granted with pay for attending the deathbed, funeral or to make funeral arrangements as hereinafter stated:

8:4.1 An allowance of five (5) days shall be granted in the case of death in any of the following:

1. employee's parents, spouse, children, brothers, sisters, parents of the employee's spouse, and other persons residing as members of the household of the employee.
2. legally adopted members of the family and step-relationships as outlined in a-1.

8:4.2 An allowance of three (3) days shall be granted to attend the funeral of any of the following:

1. uncle, aunt, grandparents, and grandchildren of the employee.
2. brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law of the employee.

8:4.3 In the event of a death of a fellow administrator, teacher, and/or student in the Monroe Township School District, the Superintendant shall grant an appropriate number of administrators leave to attend the funeral.

Child Rearing Leave

8:5 An administrator anticipating the birth of his/her child may apply for and will be granted an unpaid leave of absence subject to the following.

- a. He/she provides medical certification of the anticipated date of birth.
- b. He/she applies in writing for such leave no less than sixty (60) days prior to the commencement of leave.
- c. an administrator may apply also for an additional one (1) year leave and such leave shall be granted. Application for such extension must be made no later than April 1 of the prior school year.
- d.. Child-rearing leave shall not exceed a maximum of two (2) academic years.
- e Entitled benefits at the time of commencement of child-rearing leave shall be frozen until return from such leave.

- f. Any administrator may apply for and will be granted this leave in the case of adoption by the administrator of a child five (5) years of age or younger under the same terms as specified herein.
- g. An administrator on such leave may apply for reinstatement during this leave and shall be reinstated provided that a suitable vacancy exists.

Professional Leave Days

8.6 Professional days granted at the discretion of the superintendent or designee.

Sabbatical Leave

- 8.7 A sabbatical leave may be granted to an administrator by the Board for study including study in another area or for other reasons of value to the school system. The program of study shall be presented in writing to the superintendent of schools for approval upon application for the sabbatical leave. Sabbatical leave may be granted, subject to the following conditions.
- a. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of two (2) professional staff at any one time.
 - b. 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 December 1 and action must be taken on all such requests no later than February 15 of the school year preceding the school year for which the sabbatical is requested.
 - c. The administrator must have completed at least seven (7) full years of service in the Monroe Township School District to qualify.
 - d. A staff member on a sabbatical leave (either for one-half (1/2) of a school year or a full school year) shall be paid by the Board at fifty-five (55) percent of the salary according to the regular payroll procedure established for the school district and shall be eligible for the normal insurance coverage offered regular employees for one completed academic year beginning in September and ending in June.
 - e. No sick leave shall accrue during the period the employee is absent from service, however, unused sick leave shall be restored without loss when the employee returns to regular administrative duties.
 - f. The salary payments under this clause should be decreased by any amount of grant-in-aid money that may be received by the administrator..
 - g. Upon return from sabbatical leave, an administrator shall be placed on the salary schedule at the level that he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.
 - h. Final determination regarding the granting of sabbatical leave rests solely with the Board of Education.

Jury Duty

- 8.7 An employee required to serve on jury duty shall be paid the difference between jury duty fee and salary. Each administrator assigned to jury duty shall advise the superintendent in writing within five (5) school days of receiving notification.

Extended Leaves

- 8:8.1 An extended leave of absence without pay up to two (2) years shall be granted to tenured administrator who join the Peace Corps, Vista, The Teacher Corps, or serve as an exchange administrator, and who are full-time participants in any such programs. It is agreed that administrators taking leave under this section shall be limited to not more than two (2) percent of the administrative staff at any one time.
- 8:8.2 It is further agreed that such leave and similar long-term leaves of absence once granted shall not be repeated in less than seven (7) years and that similar requests from other eligible administrators shall have priority.
- 8:8.3 All requests for extended leaves of absence will be filed with the superintendent in writing at least three (3) months prior to the end of the school year and shall be confirmed by the superintendent as soon as possible thereafter. Such requests shall contain the purpose of the leave and the expected beginning and termination dates.
- 8:8.4 All benefits to which a tenured administrator was entitled at the time of a leave of absence without pay commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon his/her return.
- 8:8.5 No more than two (2) administrators each year who have completed seven (7) years service in Monroe Township shall be granted a leave of absence without pay for a full academic year upon written application to the Board of Education. Such application must be submitted not less than sixty (60) days before the beginning of the leave. Administrators who receive this leave must wait an additional seven (7) years before submitting another application for leave under this article.

Military Leave

- 8:9.1 A military leave of absence without pay shall be granted to a tenured administrator inducted in the armed forces for a required length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress. Upon return to the school system, such administrator shall be placed on the step of the salary scale as required by law without forfeiture of any eligible seniority to a tenured administrator. The granting of such leave shall be consistent with the board of education policy dated January 19, 2005.
- 8:9.2 Administrators called for reserve duty shall receive pay as provided for in NJSA, Title 38 23-1, provided they immediately notify the superintendant in writing and request of the government agency in writing

8:10 Leave to Care for Family Member with Serious Health Condition Under the Family Leave Act

- a. An administrator may be granted an extended leave of absence without pay in order to care for a family member (as defined in the Family Leave Act) who has a serious health condition. The employee shall provide at least fifteen (15) days prior notice to the commencement of the leave, except where emergent circumstances warrant shorter notice.
- b. Employees desiring family leave must submit a leave request indicating a prearranged commencement and expiration date. An employee may return to work prior to the prearranged expiration of the family leave period at the discretion of the Board.
- c. Insofar as required by the Act, the Board will maintain in effect, for up to the maximum 12 week duration of leave under the Act, the employee's health insurance coverage as if the employee had continued in active employment.
- d. An employee desiring to take leave in excess of the maximum weeks allowable under the Family Leave Act must include a request for this additional leave time along with the original Family Leave Act request. Leave shall be for the remainder of the school year.

**ARTICLE IX
ADMINISTRATIVE EMPLOYEES**

- 9.1 Administrators and all parties to this contract should be notified of their contract and salary for the ensuing year no later than May 30; and the employee must return the contract indicating his/her desire for the ensuing year by June 15th.

**ARTICLE X
PROFESSIONAL DEVELOPMENT**

- 10.1 A minimum of two (2) Professional Days shall be granted at the discretion of the superintendent.
- 10.2 Any administrator or other professional employee who is a party to this contract and takes a course(s) and/or training to better his/her professional knowledge in his/her field shall be reimbursed up to \$2000.00 per year with a maximum of \$12,000.00 for the entire unit.

**ARTICLE XI
FRINGE BENEFITS**

- 11.1 All fringe benefits now being provided shall be continued. The Board of Education will provide membership in one (1) professional organization for each administrator, selected at the option of the administrator, with the approval of the superintendent.

**ARTICLE XII
ASSOCIATION RIGHTS**

12:1.1 The Association shall have the privilege of using buildings without cost for meetings before and after school when such facilities are not in use and provided there is no additional cost to the Board.

12:1.2 The Association shall have the right to use all designated office equipment when not otherwise in use in all schools. The Association shall pay for the reasonable cost of materials incident to such use.

12:2 Association Business

Association officers shall not be prevented from visiting schools provided notification is first given to the building administrator, and that such visits shall not interrupt work or the normal school operation.

12:3 General Provisions

12:3.1 Any proposed changes in rules, regulations, and/or policy affecting working conditions must be negotiated between the Board and the Association in accordance with NJSA, Title 34, Chapter 123, PL1974.

**ARTICLE XIII
WORKING CONDITIONS**

13:1 Fair Employment Practices

13:1.1 Any tenured employee's suspension or dismissal for cause by the Board shall be controlled by NJSA 18A 6-10 et seq.

13:1.2 Any nontenured administrator who is not offered a subsequent contract by the Board will be given written reasons upon request. The administrator shall have the right to appeal in accordance with the mandates of NJSA 18A 27-32, and the time frames specified therein, and may be represented by an Association official and/or legal representative except that failure to grant a contract to a nontenured administrator shall not be grievable.

13:1.3 The Board shall notify a administrator that his/her contract has or has not been renewed no later than May 15 or such date as provided by law. Failure to notify is considered a renewal.

13:1.4 The Board ensures that any individual or group may take appropriate legal steps in their self-interest without fear of reprisal.

13:2 Assignments

13:2.1 An involuntary assignment shall be made only after a meeting between the administrator involved and the superintendent, at which time the administrator will be notified of the assignment.

13: 2.1 There shall be no discrimination based upon sex, sexual orientation, race, religion, or age in the assignment of such duties.

13:3 Evaluations and Personnel Files

13:3.1 All observations and evaluations of an administrator shall be made openly and with full knowledge of the administrator. Each formal observation shall concern itself solely with the duties of the administrator and shall be reviewed and signed by the administrator and his/her immediate supervisor within ten (10) school days.

13:3.2 Evaluations and observations shall be signed by the administrator to signify that he/she has been given the opportunity to read the observation or evaluation report. Signatures shall not be construed to indicate agreement with or acceptance of the observation or the evaluation.

13:3.3 If a administrator is dissatisfied with an observation or evaluation, he/she may make a written statement of response, within thirty (30) days except that if a grievance has been filed, the time limit will be extended to fifteen (15) days beyond the resolution of the grievance, and have it permanently attached to the observation or evaluation and made part of the permanent file.

13:3.4 The evaluation of administrators shall be in accordance with the guidelines developed by the State Department of Education. Administrators shall be informed of the district's evaluation policy.

13:3.5 No administrator will be disciplined, reprimanded, reduced in rank or compensation without just cause. It is further assumed that constructive feedback or help offered an administrator is both a duty and a responsibility laid upon the immediate supervisor and/or supervisory staff by the School Board and the superintendent in order to help in the professional growth and competence of the teacher involved. This action, when necessary, must not be interpreted as discipline or reprimand.

13:3.6 No material derogatory to a administrator's conduct, service, character or personality shall be placed in his/her personnel file without just cause, and the administrator shall have an opportunity to review the material. The administrator shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The administrator shall also have the right to submit a written answer to such material and his/her material shall be reviewed by the superintendent or designee and attached to the file copy within forty-five (45) days except that if a grievance had been filed, the time limit will be extended to fifteen (15) days beyond the resolution of the grievance.

13:3.7 The Board agrees to treat all personnel files confidentially. All administrator files containing evaluations and materials relating to teacher performance shall be treated in the following manner.

- a. An administrator shall have the right to inspect the contents of his/her files.
- b. The Board shall provide, at reasonable cost to each requesting administrator, copies of the records and reports contained therein.
- c. An administrator shall have the right to answer any material filed, and his/her written answer shall be attached to the file copies.
- d. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate evaluation file which is not available for the teacher's inspection.
- e. No student shall be granted access to personal administrator information including paychecks, evaluations, address, phone number, etc.

13:3.8 An administrator and his/her methods shall not be criticized in the presence of a student, member of the public, or other member of the teaching staff by any administrator without justifiable, substantive reasons.

13:3.9 If any complaint regarding a administrator is made to the superintendant which is used in a written evaluation or disciplinary hearing, appropriate disclosure will be made as to the complaint sufficient to afford the administrator the opportunity to respond to such charges. If the charge is unjustified, the charge shall be removed from the file.

13:4 **School Day**

13:4.1 The workday for administrators shall be eight (8) hours and thirty (30) minutes.

13:4.2 No administrator shall be required to clock in or clock out by hours and minutes.

ARTICLE XIV ADMINISTRATOR RIGHTS

Rights

14:1 The Board agrees to provide a professionally printed copy of the negotiated collective bargaining agreement to each employee. The costs are to be borne by the Board.

14:2 Whenever an administrator is required to appear before the Board or any other administrator in an investigatory interview which he/she reasonably believes may lead to disciplinary action, he/she shall be given prior notice of the meeting and shall be entitled to have an Association representative present to advise him/her during such meeting. If an investigatory meeting between an administrator and his/her immediate supervisor, which the administrator did not believe would lead to discussion of disciplinary action and at which no Association representative is present, does lead to discussion of disciplinary action, the administrator has the right to recess the meeting until such time as an Association representative can be present.

14:3 Any administrator who requests a meeting with any other their immediate supervisor concerning a disciplinary action shall be entitled to same and may have an Association representative present.

**ARTICLE XV
PROMOTIONS, TRANSFER, and VACANCIES**

- 15:1 All administrators shall have the right to request a transfer. Such request may indicate preference of grade, subject, and/or department assignment. Transfer requests must be made in writing to the superintendent within thirty (30) calendar days prior to April 30. Specific justification for the transfer must then be submitted in writing and the employee requesting such transfer may arrange a meeting with the superintendent or designee to consider or review the request before any decision is made. This is not to preclude requests at any other time during the school year for openings which may subsequently occur. Determination on all requests for transfers resides with the Board.
- 15:2 If an administrator is to be transferred to another building involuntarily, then such administrator shall be given advance notice, if possible, and shall also have the right to meet with the superintendent to discuss such change. If the administrator is still dissatisfied with the administrative determination, then a grievance may be filed. It is understood that appointment to, or lack of appointment to, or retention in a voluntary position is not grievable. It is expressly understood that such grievance may not proceed beyond the Board level and that final determination concerning such transfer resides with the Board.
- 15:3 When vacancies occur, posting notices will be sent to the Association president.
- 15:4 All vacancies arising because of new or special project positions shall be posted in every school and on the district website clearly setting forth a description of and the qualifications necessary for the position including the duties and salary.

**ARTICLE XVI
CONTRACT MEMORANDUM**

- 16:1 The Board agrees to a contract memorandum to read as follows:

“The Board will notify the M.T.O.A.S. of the identity of an individual selected for an administrative position within sixty (60) calendar days of the last day for application, or if that position has not been filled within that period of time, notification of the reason(s) for the delay.”

**ARTICLE XVII
GRIEVANCE PROCEDURE**

17:1 Level 1

Should any administrator feel aggrieved regarding his/her position responsibilities, he/she should attempt to resolve his/her complaint with his/her immediate supervisor. All grievances should be filed within thirty (30) days of the occurrence of the specified problem. The immediate supervisor shall communicate his/her decision to the grievant in writing within seven (7) calendar days of receipt of grievance.

17:2 Level 2

Should the administrator feel that his/her grievance has not been satisfactorily resolved, he/she should submit, in writing, a statement of the grievance and his/her expected resolution to the superintendent of schools, within five (5) working days of his/her meeting with his/her immediate supervisor. The Superintendent will attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent shall communicate his decision to the grievant and the immediate supervisor.

17:3 Level 3

Should the administrator feel that his/her grievance has not been satisfactorily resolved by the superintendent of schools, he/she may, within five (5) working days of the receipt of the superintendent's response, submit a written request for a hearing with the Board of Education. The Board of Education will hold a hearing within thirty (30) working days of the written request and will respond to the administrator, in writing, within ten (10) working days following the hearing.

17:4 Level 4

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of the intention to process to arbitration shall be given to the Board through the Superintendent within {fourteen (14)} calendar days after receipt of the decision which is being appealed.

The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the N.J. Public Employment Relations Commission.

The arbitrator shall limit himself to the issues submitted to him. He can add nothing to, nor subtract anything from, the Agreement between parties or any policy of the Board of Education. The opinion and award shall be final and binding. Only the Board, the aggrieved and appropriate officials of the Association shall be give copies of the arbitrator's opinion and award. This decision shall be given [thirty (30)] calendar days of the completion of the arbitrator's hearings, or closing of the record.

General

1. Administrators are entitled to representation at any level.
2. Position retention is not subject to grievance.
3. Every attempt should be made to resolve grievances at the first level.
4. Any of the deadlines contained within the grievance procedure may be extended by mutual consent of the parties. All such extensions must be in writing and signed by both parties.

**ARTICLE XVIII
CONFORMITY TO LAW**

18.1 Should any provision of this Agreement be held or determined by any court or agency having jurisdiction to be invalid or unenforceable, then same shall not be invalidate the other provisions thereof that are severable there from.

**ARTICLE XIX
DURATION OF AGREEMENT**

19:1 This Agreement shall take effect July 1, 2010, and expire June 30, 2013.

19:2 No Reprisal Clause

The Board agrees not to retaliate against anyone who has helped in any way whatsoever to bring about this settlement.

Board of Education Negotiation Committee:

Robert Graham
Robert Graham

5-5-11
Date

Valerie Mercurio
Valerie Mercurio, President

5-5-11
Date

Thomas O. Reed
Thomas O. Reed

5/5/11
Date

MTOAS Negotiation Committee Members:

Thomas R. Myers
Thomas Myers

5/9/11
Date

John Lee Bersh
John Lee Bersh

5/5/11
Date

ATTACHMENT A: PRO-RATED EXAMPLE

Example of a pro-rated 10 month Assistant Principal Salary

Base	\$86608.94
X ratio	1.40
	<hr/>
	\$121,252.52
Divided 12	10,104.38
X 10	101,043.80
X94%	\$94,981.17
Divided 200	\$474.91 per day
X 20	\$9498.20 summer stipend

Total salary = \$94,981 + \$9498 = \$104,479

If someone is not employed during the summer and starts on Sept 1 their 10 month salary would be \$94,981

If they start after Sept. 1 their salary would be prorated from the 10 month salary of \$94,981

Schedule B - Summary of Benefits

	Preferred Provider Organization (PPO)		Point of Service (POS)	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible (Total combined per year)		\$400 per indiv./two ded. per family		\$200 per indiv./two ded. per family
Hospital/Facility	None		None	
Professional	None		None	
Supplemental	\$300 per indiv./two ded. per family		None	
Coinsurance				
Hospital/Facility	100%	80%	100%	80%
Professional	100%	80%	100%	80%
Supplemental	80%	80%	100%	80%
Out of pocket maximum		\$3,000 per ind./\$6000 per fam.		\$1,000 per ind./2 per fam.
Hospital/Facility	N/A		None	
Professional	N/A		None	
Supplemental	N/A		None	
Maximums				
Benefit Period	Unlimited	\$1,000,000	Unlimited	Unlimited
Lifetime	Unlimited	\$1,000,000	Unlimited	Unlimited
HOSPITAL/FACILITY SERVICES				
Inpatient Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Room & Board (semi-private room)	100%	80% after deductible	100%	80% after deductible
Intensive Care & Other Hospital Services (therapy/diagnostic services, blood administration, general nursing, operating room, etc.)	100%	80% after deductible	100%	80% after deductible
Maternity Benefits	100%	80% after deductible	100%	80% after deductible
Maternity Benefits for dependents	100%	80% after deductible	Complications only	Complications only
Organ Transplants (Includes ABMT)	100%	80% after deductible	100%	80% after deductible
Outpatient Services				
Hospital Services (operating room, blood administration, general nursing, therapy/diagnostic services, etc.)	100%	80% after deductible	100%	80% after deductible
Pre-Admission Testing	100%	80% after deductible	100%	80% after deductible
Medical Emergency/Accidental Injury	100% after \$50 copay		100% after \$35 copay	
Surgical Center	100%	80% after deductible	100%	80% after deductible
Diagnostic X-ray & Lab	100%	80% after deductible	100%	80% after deductible
Chemotherapy	100%	80% after deductible	100%	80% after deductible
Skilled Nursing Facility	100%	80% after deductible	100%	80% after deductible
Home Health Care	120 days per benefit period, following a 3 or more day prior hospital stay	80% after deductible	100 days per BP	60 days per benefit period
Hospice Care	90 visits, up to \$4500 per benefit, direct admission	80% after deductible	100 visits per benefit period	80% after deductible
	subject to \$9000 maximum		subject to \$9000 maximum	
Preferred Provider Organization (PPO)				
PHYSICIAN SERVICES				
Inpatient Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Medical Care (including consultations)	100%	80% after deductible	100%	80% after deductible
Surgical Services (including assistant surgeon and anesthesia)	100%	80% after deductible	100%	80% after deductible
Anesthesia	100%	80% after deductible	100%	80% after deductible
Obstetrical Services (i.e., normal delivery, cesarean section, abortion)	100%	80% after deductible	100%	80% after deductible
Diagnostic/Therapy Services	100%	80% after deductible	100%	80% after deductible
Outpatient/Out-of-Hospital Services				
Office Visits (including related diagnostic/therapy services) when medically necessary	100% after \$20 copay	80% after deductible	100% after \$5 copay	80% after deductible
Physician Charges-Non Surgical	100% after \$20 copay	80% after deductible	100% after \$5 copay	80% after deductible
Second Opinion Charges	100% after \$20 copay	80% after deductible	100% after \$5 copay	80% after deductible
Maternity Care	100% after \$20 copay	80% after deductible	100% after \$5 copay (initial visit only)	80% after deductible
Fertility Services	100% after \$20 copay	80% after deductible	100% after \$5 copay	80% after deductible
Diagnostic X-ray & Lab	100%	80% after deductible	100%	80% after deductible
Well Child Care (up to age 20)	100% after \$20 copay	80% (no deductible)	100% after \$5 copay	No coverage
Child Immunizations/Lead Testing	\$300 maximum per child per calendar year			
Routine Adult Physicals	100% after \$20 copay	80% (no deductible)	100% after \$5 copay	80% (no deductible)
Prostate Screening (NJ Mandate)	100% after \$20 copay	80% (no deductible)	100% after \$5 copay	80% after deductible
Annual Routine Ob/Gyn Exam	100% after \$20 copay	80% (no deductible)	100% after \$5 copay	80% after deductible
Pap & Mammography Mandates	100% after \$20 copay	80% (no deductible)	100% after \$5 copay	80% after deductible
Short Term Therapies: Physical, Speech, Occupational, Respiratory/Inhalation Therapy	100%	80% after deductible	100% after \$5 copay	80% after deductible
Chiropractic Care	100% after \$20 copay	80% after deductible	100% after \$5 copay	80% after deductible
Vision-Exam	Not Covered	Not Covered	100% after \$5 copay	80% after deductible
Vision - Hardware	Not Covered	Not Covered	\$50 every 2 years	\$50 every 2 years
Preferred Provider Organization (PPO)				
SUPPLEMENTAL SERVICES				
	In-Network	Out-of-Network	In-Network	Out-of-Network
Ambulance ground and air	100%	80% after deductible	100%	80% after deductible
Private Duty Nursing	100%	not covered	100%	No benefit
Durable Medical Equipment	100%	80% after Deductible	30 visits per benefit period	80% after Deductible
Blood Charges	100%	80% after deductible	\$5000 benefit period maximum	80% after deductible
MENTAL HEALTH/SUBSTANCE ABUSE				
	In-Network	Out-of-Network	In-Network	Out-of-Network
Inpatient Services	100%	80% after deductible	100%	80% after deductible
Outpatient Services	45 days per benefit period	50%	45 days per benefit period	80% after deductible
	up to 48 visits per BP in eligible expenses, subject to deductible	up to 48 visits per BP in eligible expenses, subject to deductible	100% after \$5 copay	20 days per benefit period
			150 days per lifetime	60 days per lifetime
ELIGIBILITY				
	In-Network	Out-of-Network	In-Network	Out-of-Network
Children covered to end of calendar year in which they turn age:	23	23	23	23