

ARTICLE ONE
Recognition

The Board of Education agrees to and hereby does recognize the Middletown Township Administrators Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all professional administrative and supervisory personnel, which includes principal, assistant principal, supervisor, and director, pursuant to the provisions of NJS 34:13A-1, et seq., *but excluding from the unit the District Directors and all other employees not specifically listed above as well as employees excluded by law.*

ARTICLE TWO
Negotiating Procedure

- 2:1 No sooner than November 1 but no later than February 1 of the year the contract expires, or as soon thereafter as practicable, the Board and Association shall enter negotiations for a successor collective negotiations agreement.
- 2:2 This agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiations.
- 2:3 The agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.
- 2:4 This agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2027, subject to the Association's right to negotiate over a successor agreement.

ARTICLE THREE
Compensation

- 3:1 The salaries of all administrators shall be as set forth as attached hereto.
- 3:2 An administrator may elect to have the legal maximum amount salary deducted from his/her pay. The Board Secretary shall forward the amount deducted to a financial institution of the administrator's choice for deposit in the administrator's personal account, no later than the last day of each month in which said moneys are payable.
- 3:3 When a payday falls on or during a school holiday, vacation, or weekend, administrators shall receive their paychecks on the last workday preceding such holiday, vacation or weekend.

ARTICLE FOUR
Insurance Protection

- 4:1 The administrators and their dependents shall be provided hospitalization and major medical health benefits equal to or greater than the group plan put in effect as of June 30, 2019, except as provided below:
- 4:1.1 Administrators shall be eligible to elect between POS, Alt-POS and HMO coverage only.
- 4:1.2 Co-payments for in-network office visits in the POS, Alt-POS and HMO plans shall be ten dollars (\$10.00). The in-network office visit co-pay in the PPO plan shall be ten dollars (\$10.00).
- 4:2 The administrators and their dependents shall be provided dental coverage equal to or greater than the group plan in effect on November 1, 2000. The maximum annual Board contribution to an administrator's dental premiums shall be one thousand, four hundred fifty dollars (\$1,450.00).
- 4:3 The administrators and their dependents shall be provided individual/family prescription coverage, with co-pays of \$15 (brand-name); \$10 (generic) and \$0 (mail-in). Such plan shall be equal to or greater than the group plan in effect on November 1, 2000, except that effective July 1, 2013, a mandatory generic prescription provision is added, except in cases of unavailability or physician overwrite.
- 4:4 The aforementioned insurance coverage shall become effective for new administrators as of the first day of employment, in accordance with the terms of the respective policies.
- 4:5 The Board shall have the right to change or substitute another carrier for the above coverages, provided that such change or substitution shall result in the administrators receiving total benefits which are equal to or better than benefits provided in the aforementioned plans.
- 4:6 ***The Board has the right to offer additional plans that may have a lower benefit level than the current plans. Employees shall contribute toward their insurance premiums at either the Tier 4 contribution rates as currently set forth in Chapter 78, P.L. 2011 or at the contribution rates required by Chapter 44, P.L. 2020, as appropriate, depending on the plan applicable to the employee.***
- 4:7 The Board will continue the pre-tax plan, if allowable by law, to enable employees to pay for contributions with pre-tax dollars.
- 4:8 Should there be a change in the health insurance coverage for any district unit, the MTAA shall have the right to open negotiations on that aspect of the agreement.

4:9 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, shall be made available to the Association.

4:10 Notwithstanding any other provision of this Article, any unit member receiving health insurance through the Teachers Pension and Annuity Fund/New Jersey State Health Benefits Plan shall not be eligible for health insurance benefits under this Agreement and shall not be eligible for the health insurance waiver option established pursuant to Article 4:11.

ARTICLE FIVE
Administrators' Rights, Privileges and Responsibilities

- 5:1 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 Board to give the administrators a voice in the formation of those decisions which they would be required to implement.
- 5:2 Whenever controversy over an administrative decision arises, members of the Association shall have the right to prior private conference with the Superintendent and/or the Board before the Board adopts a public position regarding it.
- 5:3 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.
- 5:4 Supervision and evaluation of secretaries shall be performed by the administrator to whom they are responsible. This includes, but shall not be limited to, work schedules and vacation days.
- 5:5 Whenever any administrator is required to appear before the Superintendent, Board of Education, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that administrator in the office, position, or employment, or the salary or any increments pertaining thereto, then the administrator shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a person of the administrator's own choosing present to advise and represent the administrator during such meeting or interview.
- 5:6 The officers of the Association shall meet with the Superintendent three times a year, or more often, if mutually agreed upon, to review and discuss current school problems and practices. These meetings shall take place immediately following the school day.

ARTICLE SIX
Administrative Vacancies

- 6:1 Whenever an administrative vacancy occurs, notice of same shall be sent via Applitrack or other computer program designated by the District. It is understood that the qualifications for any position shall not be changed while applications are pending.
- 6:2 The Association will be notified of the identity of the person selected for the position within sixty calendar days of the last day for filing of applications; or, if the position has not been filled within that period, of the reason for the delay.
- 6.3 Prior to Board approval, new unit members and the Association shall be advised of

their salary and anticipated salary for the term of this Agreement so that the Association is informed of the expected increases over the duration of the Agreement.

ARTICLE SEVEN

Transfers

7:1 Voluntary:

7:1.1 The request for transfer shall be submitted to the Superintendent for endorsement before April 15.

7:1.2 The Superintendent shall acknowledge receipt of the request and may schedule an interview with the transfer candidate within sixty days.

7:1.3 The Superintendent shall inform the transfer candidate of the final decision, in writing, within sixty calendar days.

7:2 Involuntary:

7:2.1 The Board agrees that if an administrator is to be transferred or reassigned, the Superintendent shall, except in cases of emergency, notify the administrator of such transfer or reassignment as per Board Policy No. 3130. Should a transfer be made during the regular summer vacation, the transferee shall be notified, by email and registered mail, at the last known address.

7:2.2 In the event of a transfer or reassignment, the administrator involved, at the administrator's option, may request a meeting with the Superintendent or his designee to discuss the transfer. Such request will be granted.

ARTICLE EIGHT

Curriculum Determination

The Association agrees that the Board has the unilateral right to establish and change the curriculum. Notwithstanding this Board prerogative, the parties do not intend to preclude administrators from initiating curriculum changes. Prior to any proposed curriculum change being made, the administrator affected shall be notified of such proposal.

ARTICLE NINE
Grievance Procedure

- 9:1 A "grievance" shall mean a bona fide allegation of a violation of this agreement, or Board policy or procedure affecting terms and conditions of employment.
- 9:2 The following matters shall not be the basis of any grievance filed under this article:
- 9:2.1 Any rule or regulation of the state Department of Education having the force and effect of law and that preempts negotiations over the subject matter of the grievance.
- 9:2.2 Any rule or regulation of the state Commissioner of Education having the force and effect of law and that preempts negotiations over the subject matter of the grievance.
- 9:2.3 Any matter which, according to law, is beyond the scope of Board authority.
- 9:2.4 Any matter which, according to law, is exclusively within the discretion of the Board.
- 9:2.5 Any matter for which a method of review is otherwise specifically provided by law.
- 9:2.6 Any matter reserved for the Commissioner of Education's jurisdiction, pursuant to NJS 18A:6-9.
- 9:2.7 Any matter which does not identify that portion of the agreement, or Board policy or procedure, which was allegedly violated.
- 9:3 "Grievant" shall mean an administrator believing to have been, or to be, grieved, or the Association, in those instances provided for in 9:12 and 9:13 below. Should the Association grieve on behalf of an individual grievant, the latter must comply with the provisions of 9:23 below.
- 9:4 All grievances shall be filed with the Superintendent or designee (who is not part of this negotiation unit).
- 9:5 "Superintendent" shall mean the Superintendent of Schools, or any staff assistant he may designate to work on his behalf.
- 9:6 A grievance, to be considered under this procedure, shall be filed with the Superintendent, or his/her designee, by the grievant or a representative not later than fifteen calendar days following its occurrence or when the grievant reasonably became aware of 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 the grievance as quickly as possible. A grievance which occurs near the end of the school year shall be filed with the Superintendent, or his/her designee, on or before June 30th of the school year in which it occurred.
- 9:7 A grievant may present and process a grievance personally or through an appropriate representative. Should a grievant want to process a grievance personally, or through

an appropriate representative of the grievant's own choosing, it may be done; however, the majority unit shall be so notified and shall have the right to have its own representative present.

- 9:8 No reprisals shall be taken, by the Board or Administration, against any administrator because the administrator utilized the grievance procedure.
- 9:9 Should a grievance result from action by the Superintendent or the Board, a grievant may present a grievance initially as provided in 9:19.
- 9:10 Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.
- 9:11 Grievances arising from actions other than those of the immediate superior (administrator) may be initiated and processed as provided in 9:19. Where such action is a public action of the Board, the grievance may be initiated and processed with the Board as provided in 9:20.
- 9:12 If the alleged violation of the agreement is attributable to concerted action of the administrators in the district, or attributable to an administrator not limited to functioning in one building, or to the Office of the Superintendent, or to the Board directly, then the Association shall have the right to grieve under this article, and any and all of its provisions, to seek relief from the alleged violation.
- 9:13 The Association's right to grieve provides for the enforcement and administration of its agreement with the Board and does not intend violation of the individual's rights under law.
- 9:14 A grievant may initially discuss the matter identified as a grievance with Superintendent or designee (who is not part of this negotiation unit), in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in 9:6.
- 9:15 A grievant may file a grievance in writing by presenting the written grievance to the immediate superior and forwarding copies to the Board and the Association.
- 9:16 The grievant and the immediate superior shall meet, in an attempt to resolve the grievance, not later than five school days following the date on which it was filed.
- 9:17 The immediate superior shall communicate the decision, in writing, to the grievant no later than five school days following their meeting. A copy of the decision shall be forwarded, at the same time, to the Board and to the Association.
- 9:18 If the grievance has not been resolved at the initial step (immediate superior), or if the immediate superior has not communicated his decision in writing to the grievant as provided in 9:18, the grievant may request a hearing with the Board or its representative. The request shall clearly explain the grievance, be made in writing, and be submitted not later than five school days following the immediate superior's

decision or upon the expiration of the time limits to respond in writing as set forth in 9:18.

- 9:19 The grievant and the Board or its representatives, in an attempt to resolve the grievance, shall meet not later than fifteen (15) school days, or two (2) school days after the next regularly scheduled Board meeting, whichever is later, following the date on which the hearing was requested. The grievant may have up to three representatives present when the grievance is reviewed by the Board or its representatives. "School days" are defined by the 12 month employee calendar.
- 9:20 The Board shall communicate its decision to the grievant, in writing, not later than fifteen school days following the hearing. A copy of the decision shall be forwarded, at the same time, to the Association.
- 9:21 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 TEN

Arbitration

- 10:1 Should the Association be dissatisfied with the decision rendered by the Board on the grievance, it may have the grievance arbitrated. The Association, only, may have a grievance arbitrated. No grievance shall be arbitrated if the request for arbitration is made later than ten school days following the receipt by the MTAA of the Board's decision on the grievance. Request for arbitration shall be made in written form and forwarded to PERC by certified mail/return receipt requested. A copy of said request shall be simultaneously forwarded to the Board Secretary.
- 10:2 The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit the decision strictly to the application and interpretation of the provisions of this agreement, Board policy or procedures, or of applicable law, or rules or regulations having the force and effect of the law.
- 10:3 The arbitrator's fee shall be shared equally by the parties to the dispute.
- 10:4 The filing or pendency of any grievance under the provisions of this article, or of Article Nine, shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of; subject, however, to the decision of the arbitrator.
- 10:5 The arbitrator, at his/her discretion, shall have the authority to decide:
- 10:5.1 Whether the allegation of a violation of the agreement is bona fide.
- 10:5.2 Whether the allegation of a violation of the agreement has a basis, or whether it falls within the provision of Sections 9:1 and 9:2.

- 10:5.3 Whether the grievance is arbitrable.
- 10:5.4 The merits of the grievance.
- 10:6 The Arbitrator's decision shall not add to, subtract from, or modify the existing agreement and shall be final and binding on the parties.

ARTICLE ELEVEN
Extended Leaves of Absence

- 11:1 Leaves of absence without pay may be granted by the Board for good reason.
- 11:2 All benefits to which an administrator was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon return, and the administrator shall be assigned to the same position which was held at the time said leave commenced, if available; or, if not, to a substantially equivalent position.
- 11:3 Applications for leaves of absence, extensions, or renewals of leaves, shall be made by April 1 whenever possible; but in any event, not later than sixty days prior to the effective date of same.
- 11:4 All leaves of absence, extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE TWELVE
Sick Leave

- 12:1 **Sick Leave:**
- 12:1.1 All administrators employed for twelve months shall be entitled to twelve sick leave days for personal illness or injury each school year as of the first workday of the school year, pro-rated for any partial year of employment. Unused sick leave days shall be accumulated from year to year in accordance with the law.
- 12:1.2 An administrator may be allowed a maximum of five school days in any one year with full pay for illness within the immediate family, to be subtracted from the sick leave days.
- 12:2 **Cumulative Leave:**
- 12:2.1 The total number of sick leave days that may be used by an administrator in any one school year shall be the current annual sick leave allowance of twelve working days for those employed on a twelve-month basis, plus the accumulated reserve.
- 12:2.2 An administrator within the negotiating unit who is appointed after the opening of school shall be credited with a pro-rated number of sick days for the school year,

based upon the date of appointment.

- 12:2.3 At the beginning of an administrator's term of employment each year, and regardless of the time of beginning actual service, his/her sick leave allowance for that year, as defined above, shall be available for immediate use.
- 12:2.4 Absences on sick leave shall be charged first to the annual allowance of any administrator, until it is fully utilized, and thereafter to the accumulated credit.
- 12:2.5 When an administrator'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.
- 12:3 Medical Certification: 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.
- 12:4 **Quarantine:**
- 12:4.1 When quarantine is not because of personal illness, but results from illness within the administrator's immediate household, the administrator shall be allowed full pay, providing a certificate from the health office of the community or from the school physician is presented and filed with the Superintendent. When the quarantine is because of personal illness, 12:1.1 shall apply.
- 12:4.2 No administrator shall lose the accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the administrator accumulate sick leave while on a leave of absence.
- 12:5 **Unused Sick Leave at Retirement:**
- 12:5.1 Administrators who retire under the provisions of the TPAF after completing a minimum of fifteen years in Board shall receive reimbursement for accumulated unused sick leave as follows:
 - 12:5.1a Administrators hired on or before July 1, 2003: \$80 per day, with a cap of \$15,000;
 - 12:5.1b Administrators hired after July 1, 2003: \$80 per day, with a cap of \$12,500.
 - 12:5.1c In the event an administrator dies in service, the provisions of 12:5.1a shall be implemented and paid to the estate of the administrator.
- 12:5.2 Notice of retirement shall be given by December 1 for payment in the current year. Notice thereafter shall result in payment the succeeding school year.
- 12:5.3 Any reimbursement made as a result of retirement shall be made directly to the Administrator's 403b account, not to exceed the limit on annual additions, as set forth by the Internal Revenue Service. The remainder, if any shall be paid to the administrator.

ARTICLE THIRTEEN
Attendance at Conventions

13:1 The Board shall pay the expenses (registration, lodging, travel, food) for unit members to attend conventions, conferences, workshops, and seminars that generally cover the topics of building administration, curriculum development, supervision of instruction, educational technology, teaching and learning, new and emergency programs in the field of education. Each year of the agreement: three unit members may attend national/regional conventions/conferences, etc. (two days or more); four unit members may attend statewide conferences, conventions, etc. (two days or more); ten unit members may attend one-day (within driving distance) conferences/seminars. Applications must be made to the Superintendent for approval to attend such activities at least thirty days in advance. The Superintendent may not withhold his/her approval arbitrarily. The foregoing constitutes the maximum permitted annual attendance. All such travel and event attendance shall be contingent upon Board and administrative review and approval pursuant to Board Policy and state regulations.

ARTICLE FOURTEEN
Vacations

- 14:1
- a. Unit members employed prior to July 1, 2000 shall be entitled to twenty-two vacation days annually, which days shall be allocated effective as of July 1, prorated for any partial year of employment.
 - b. Unit members employed on or after July 1, 2000 and before July 1, 2003 shall be entitled to twenty vacation days annually, which days shall be allocated effective as of July 1, prorated for any partial year of employment.
 - c. Unit members hired on or after July 1, 2003 shall be entitled to twenty vacation days annually, which days shall accrue on a quarterly basis at the rate of 5 days on July 1, October 1, January 1, and April 1 until the administrator attains tenure as an Administrator, at which time all vacation days shall be allocated effective July 1, prorated for any partial year of employment.
 - d. Administrators hired after July 1 of any year shall receive pro-rated vacation days.
 - e. Administrators hired on or after July 1, 2013 shall be paid only for pro-rated vacation days due and owing as of the effective date of their separation from employment. It is the responsibility of the Administrator to plan accordingly.
- 14:2 Unit members may carry over vacation days into the next succeeding school year, with the consent of the Superintendent, which consent shall not be unreasonably withheld. No unit member may ever have more than 44/40 vacation days available, which limitation shall apply 14 days prior to Labor Day of each year. Days carried

over and not used prior to that day shall be lost unless approved to carry them over is granted in writing by the Superintendent. Payment for unused vacation days shall only be made upon retirement and shall be limited to any unused days from the current year and any days carried over from the previous year as set forth above.

- 14:3 All use of vacation days shall be submitted through the District's electronic absence management program. The Superintendent or designee shall respond to all requests on this system within a reasonable period and shall not unreasonably withhold approval.

ARTICLE FIFTEEN

Temporary Leaves of Absence

- 15:1 Administrators shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year, not chargeable to sick leave or personal days:
- 15:1.1 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.
- 15:1.2 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.
- 15:1.3 Time necessary shall be granted for appearances in any legal proceeding which arises out of or in the course of the administrator's employment, or in any other legal proceedings, if the administrator is required by subpoena to attend and is not a party to a suit. If an administrator is a party to a suit which does not arise out of or in the course of employment, absence from school in connection with that matter shall be without pay or charged to personal days or vacation days, at the unit member's option.
- 15:1.4 Up to five school days shall be granted in the event of death or serious illness of the administrator's spouse, civil union partner, child, parent, grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, father-in-law, mother-in-law, aunt/uncle (excluding great- or extended aunts/uncles), and any other member of the immediate household. Employees may also be granted one day's absence for the death of a relative of the employee outside of the employee's immediate family as defined herein, at the discretion of the Central Administration. For the death of an administrator, supervisor, teacher or student in the District, the Superintendent shall grant an appropriate number of administrators sufficient time off to attend the funeral. All bereavement leave shall be continuous, not counting regular weekend days, and shall be used within 30 calendar days of the date of death.

During extended break such as winter, spring, summer or fall (1 week or more), the following shall apply:

- a. If the five (5) school days of bereavement leave begins before the break, but ends

- during the break, no additional days shall be granted after the break. Weekends do not count as any of the five (5) school days of the bereavement leave.
- b. If the death occurs at the beginning of the break, the counting of five (5) days shall be during the break (starting the day after the death). If the five (5) days of the bereavement leave end before the break ends or on the last day of the break, no additional leave shall be granted after the break. Weekends do not count as any of the five (5) school days of bereavement leave.
 - c. If the death occurs toward the end of the break, the counting of the five (5) days shall be during the break (starting the day after the death) and any remaining days extending beyond the break shall be granted. Weekends do not count as any of the five (5) school days of bereavement leave.
- 15:1.5 Time necessary, in the judgment of the Superintendent, shall be granted at the end of a school year or at the beginning of a school year, as may be required to attend summer school classes and to travel to the place where such classes are to be held.
- 15:1.6 Administrators who are members 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 days in the aggregate in any one year. All military leave shall be granted in accordance with applicable law.
- 15:1.7 Up to three personal days shall be granted, each year, pro-rated for any partial year of employment, except immediately before or after a school break or vacation. At the end of each school year, unused personal days shall be added to each employee's accumulated sick leave.
- 15:1.8 Other leaves of absence with pay may be granted by the Board for good reason. 15:2
- Leaves taken pursuant to 15:1 above shall be in addition to any sick leave to which the administrator is entitled.

ARTICLE SIXTEEN

Sabbatical Leaves

A sabbatical leave shall be granted to an administrator 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:

- 16:1 The administrator has completed at least seven 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 is occupied, and, in the opinion of the Superintendent, results of such sabbatical leave would be in the best interest of the school district.

- 16:2 An administrator may not be granted a sabbatical leave more often than once every seven years.
- 16:3 An administrator on sabbatical leave for a school year shall be paid by the Board at one-half the regular salary, subject to 16:5.
- 16:4 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.
- 16:5 When sabbatical leave is acquired for a National Science Foundation or other institutional grant, monies received from the foundation or institution, plus sabbatical leave moneys from the Board, shall not exceed in total amount the administrator's full contracted salary. Should moneys from all the above sources exceed the administrator's full contracted salary, payments by the Board shall be reduced in order that the administrator will not receive more than his full contract salary.
- 16:6 Expense moneys provided by a foundation or an institution, while an administrator is on sabbatical leave for a sponsored year by such foundation or institution, will not be counted as salary moneys.
- 16:7 If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of one percent of the Association, or at least one qualified member of the Association, at any one time.
- 16:8 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 15, and action must be taken on all such requests no later than May 15 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.
- 16:9 Full pension payment on full contract salaries must be paid by the administrator on sabbatical leave to sustain full pension rights.
- 16:10 Upon return from sabbatical leave, an administrator shall be placed on the salary schedule at the level which the administrator would have achieved had the administrator remained actively employed in the system during the period of the absence.
- 16:11 It is expected that any administrator who has taken a sabbatical leave will, upon completion of such leave, remain as an administrator within the Middletown Township School District for a period of no less than two school years.
- 16:12 Before any sabbatical leave is granted, the administrator shall enter into a written agreement with the Board, which shall provide for reimbursement to the Board should the administrator not remain within the Middletown Township School District as an administrator 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 administrator is unable to continue the employment for the expected two-year period following a sabbatical leave due to reasons of health, the administrator would not be required to reimburse the Board for moneys paid while absent on sabbatical leave.

- 16:13 Health insurance during any sabbatical shall be subject to the Administrator contributions as set forth in Article 4:7 of this agreement.

ARTICLE SEVENTEEN

Administrator Work Load and Work Year

- 17:1 Twelve-month administrators shall be required to work five days a week, fifty-two weeks a year, with the exception of holidays established by the Board pursuant to the administrative 12-month calendar, and other contractual leave time.
- 17:2 The parties agree that building-based administrators may be assigned additional district- wide duties at the discretion of the Superintendent of Schools.
- 17:3 The parties agree that efforts will be made to schedule, as soon as possible each school year, those activities which will need administrative supervisory coverage beyond the school day or on weekends. The principal will, in his/her judgment, be permitted the flexibility to arrange this coverage in accordance with the assistant principal job description adopted October 5, 1982, which is made a part hereof. Administrative supervisory coverage for activities not anticipated will be arranged through an equitable or rotating assignment by the principal, after consulting the prospective administrators that are to or may be assigned.

ARTICLE EIGHTEEN

Salary Deductions

- 18:1 The Board agrees to deduct from the salaries of its administrators, after reasonable advance notice, dues for such associations as said administrators 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 Association for whom they were collected, by the 15th of each month following the monthly pay period in which deductions were made.
- 18:1.2 Dues deductions for any employee in this unit shall be limited to the Association, the duly certified majority representative. The authorization for dues deduction shall remain in full force and effect during the full term of an employee's employment in the unit unless properly withdrawn. To withdraw from a dues authorization an employee must submit a written request to withdraw from the Association to the responsible payroll clerk for the Board within ten (10) days following each anniversary date of his/her employment. Once the Board receives the request it will

notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

18:2 Upon request, the Board agrees to deduct the moneys from each regular salary check and forward those sums to the current Federal Credit Union utilized by the District.

18:3 REPRESENTATION FEE

18:3.1 Purpose of Fee

Within thirty (30) days after their date of hire, or if an incumbent employee, within thirty (30) days of their election to convert to representation status, all eligible non-member staff in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any staff member to become a member of the majority representative.

18:3.2. Amount of Fee

Prior to the beginning of each contract year, the Association will notify the Board in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that contract year. Any changes in the representation fee structure during the contract year shall be promptly reported in writing to the Board.

18:3.3 Deduction and Transmission of Fee

After verification by the Board that a staff member must pay the representation fee, the Board will deduct the fee for all eligible staff in accordance with this Article. The mechanics of the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association. The Board shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit and for staff returning from leave without pay. The Board shall deduct the representation fee from a new staff member as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit. It is recognized and understood by both parties that the Board has no responsibility for the proper administration of the Association Representation Fee Program and in the event that the Board is secured as a party in litigation over the Association Representation Fee Program the Association shall indemnify and hold harmless the Board for all liability and all reasonable legal fees and costs.

18:3.4 The requirements regarding the Representation Fee shall be applied consistent with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act.

ARTICLE NINETEEN

Saving Clause

Should any provision thereof, 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 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 TWENTY

Miscellaneous

- 20:1 School Calendar: On or before March 1, the Association shall request a copy of the proposed school calendar for review and recommendations prior to its consideration by the Board of Education.
- 20:2 Building principals shall be permitted to provide input regarding the selection of any incumbent staff member who is to be assigned to the building under their charge.
- 20:3 Evaluation of administrators shall be in accordance with Board Policy and Regulation 3233 and applicable state laws and regulations.
- 20:4 MTAA members shall have the option of being reimbursed for the use of their personal smart phones in the amount of fifty dollars (\$50.00) per month. As conditions of this reimbursement, MTAA members must a) be reasonably available at all times via their personal phones; and b) take reasonable measures to protect the confidentiality of student and staff information being transmitted to and through their personal phones.

ARTICLE TWENTY-ONE

Duration of Agreement

This Agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2027.

IN WITNESS WHEREOF, on this ____ day of _____ 2024, the parties hereto have caused these presents to be signed by their duly authorized officers.

MIDDLETOWN TOWNSHIP
BOARD OF EDUCATION

Frank Capone, President

Amy P. Doherty, Secretary

MIDDLETOWN TOWNSHIP
ADMINISTRATORS ASSOCIATION



Peter Smith, President



James Homiak, Secretary

SALARY GUIDES

Each of the employees shall receive the following base salary increases:

<i>July 1, 2023</i>	<i>4.50%</i>
<i>July 1, 2024</i>	<i>4.50%</i>
<i>July 1, 2025</i>	<i>4.50%</i>
<i>July 1, 2026</i>	<i>4.25%</i>

In addition, the minimum and maximum salary ranges for each unit title shall be increased by the above percentage on July 1 of each contract year.

2023-24	2024-25	2025-26	2026-27
Year 1	Year 2	Year 3	Year 4
High School AP/ Supervisor	High School AP/ Supervisor	High School AP/ Supervisor	High School AP/ Supervisor
Min/Max Range	Min/Max Range	Min/Max Range	Min/Max Range
123,536- 154,811	129,095-161,777	134,904- 169,056	140,637- 176,240
Middle School AP	Middle School AP	Middle School AP	Middle School AP
Min/Max Range	Min/Max Range	Min/Max Range	Min/Max Range
118,000 - 154,707	123,310 - 161,699	128,859 - 168,944	134,336 - 176,124
Elementary Principal	Elementary Principal	Elementary Principal	Elementary Principal
Min/Max Range	Min/Max Range	Min/Max Range	Min/Max Range
137,940 - \$169,290	144,147- 176,908	150,633- 184,868	157,034- 192,724
Middle School Principal	Middle School Principal	Middle School Principal	Middle School Principal
Min/Max Range	Min/Max Range	Min/Max Range	Min/Max Range
148,390- 179,740	155,067- 187,828	162,045- 196,280	168,931- 204,621
High School Principal/AD	High School Principal/AD	High School Principal/AD	High School Principal/AD
Min/Max Range	Min/Max Range	Min/Max Range	Min/Max Range
153,615- 184,965	160,527- 193,288	167,750- 201,985	174,879- 210,417

1. **Doctorate** — Unit members with an earned Doctorate in Education from an accredited University, add \$6,570 to the appropriate step on guide. To qualify for this stipend, the doctoral program must be achieved through an accepted program and in a field related to the member's assignment, which shall be determined in the discretion of the Superintendent.

Effective July 1, 2016, the above stipend is eliminated for all Unit members, and, therefore, no employee will be eligible to receive it except for those Unit members who received the above stipend prior to July 1, 2016.

2. **Tuition Reimbursement** — Administrators shall be eligible for tuition reimbursement for course work taken at accredited college or university as part of a program leading to degrees and credentials in areas of instruction or the administration of instruction BEYOND the Masters' degree necessary for existing Administrative Certificates. The total amount of annual reimbursements to employees represented by the Association pursuant to this provision shall be limited to \$70,000.00 per school year. In the event that the tuition reimbursement paid in a school year does not reach the aforementioned reimbursement limit, the unused tuition reimbursement (not to exceed \$20,000.00) will be added to the cap for subsequent school year(s).

The tuition reimbursement allotted for each school year will be divided equally in the Fall and the Spring semesters [i.e. 2016-2017 school year available tuition reimbursement amounts= \$25,000.00 Fall semester/\$25,000.00 Spring semester (not inclusive of any rollover)]. In the event that the approved tuition reimbursement exceeds the allotted amount in any semester, the payments will be divided equally to the applying members per credit. In the event that the tuition reimbursement for the Fall semester does not reach the allotted amount for that semester, the unused amount will be added to the allotted amount for the Spring semester.

Such reimbursement shall be subject to the provisions of N.J.S.A. 18A:6-8.5 and the approval of the Superintendent of Schools, which shall not be unreasonably withheld. A unit member who leaves the school district within two (2) years following the completion of any course shall refund the cost of tuition to the school district. A unit member who leaves the school district within two (2) years following the completion of any course shall refund the cost of tuition to the school district. If a unit member separates employment with the District based on circumstances beyond his/her control, the refunding obligation may be waived at the discretion of the superintendent or designee (not in the Unit), which determinations shall not be subject to the Grievance Procedure, Article Nine hereof.