

PRINCIPALS

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MONROE TOWNSHIP BOARD OF EDUCATION
AND
THE MONROE TOWNSHIP ADMINISTRATORS ASSOCIATION**

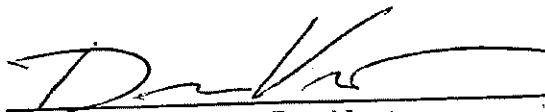
The undersigned agree to recommend the following tentative agreement to their respective parties for ratification.

1. Duration – July 1, 2005 through June 30, 2008.
2. Salaries for the three years shall be as set forth on Attachment A.
3. The parties agree to the salary ranges on Attachment B for unit positions.

The parties agree that Ms. Schwalje, Mr. Ventrello, and Mr. Magielnicki shall receive the same percentage increase as other members of the unit even though their salaries may exceed the agreed-upon salary ranges for their respective positions.

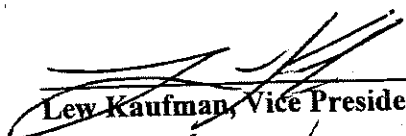
4. Prior Contract language to remain the same.

For: Monroe Township Administrators Association


Dennis J. Ventrello, President

7/18/05
Date

For: Monroe Township Board of Education

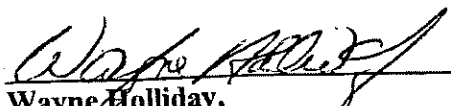

Lew Kaufman, Vice President


Amy Speizer, Chairperson
Personnel/Negotiations Committee

7/20/05
Date

7/20/05
Date

Witness:


Wayne Holliday,
Board Secretary/Business Administrator

07/20/05
Date

he percentage increase is 4.600% then the 2007/2008 base salary would be:

<u>Name and Title</u>	<u>2006/2007 Base Salary</u>	<u>2007/2008 Base Salary</u>	<u>Dollar Increase</u>
<u>High School Principal</u>			
KASYAN, FRANK B	\$ 131,113	\$ 137,144	\$ 6,031
<u>Middle School Principal</u>			
GORMAN, JEFF	\$ 119,974	\$ 125,493	\$ 5,519
<u>Elementary School Principals</u>			
BARBERI, LYNN C	\$ 113,645	\$ 118,873	\$ 5,228
SCHWALJE, CAROL S	\$ 125,102	\$ 130,856	\$ 5,755
SORIANO, VICTOR J	\$ 117,792	\$ 123,210	\$ 5,418
VENTRELLO, DENNIS J	\$ 123,411	\$ 129,087	\$ 5,677
<u>High School Vice Principals</u>			
JOZEFOWICZ, ANTHONY	\$ 116,919	\$ 122,298	\$ 5,378
GRIFFIN, JAMES	\$ 105,475	\$ 110,327	\$ 4,852
GOODALL, ROBERT P	\$ 109,511	\$ 114,549	\$ 5,038
<u>Middle School Vice Principal</u>			
CHANLEY, CHARI R	\$ 100,565	\$ 105,191	\$ 4,626
<u>Elementary School Vice Principals</u>			
MAGIELNICKI, THEODORE	\$ 116,046	\$ 121,385	\$ 5,338
ALVICH, DORI	\$ 85,096	\$ 89,011	\$ 3,914
<u>Director Pupil Personal</u>			
KING, JOSEPH	\$ 127,284	\$ 133,139	\$ 5,855
Total	\$ 1,491,934	\$ 1,560,563	\$ 68,629

Aggregate dollar increase for the three year contract period

\$ 193,046

he percentage increase is 4.500% then the 2006/2007 base salary would be:

<u>Name and Title</u>	<u>2005/2006 Base Salary</u>	<u>2006/2007 Base Salary</u>	<u>Dollar Increase</u>
<u>High School Principal</u>			
KASYAN, FRANK B	\$ 125,467	\$ 131,113	\$ 5,646
<u>Middle School Principal</u>			
GORMAN, JEFF	\$ 114,808	\$ 119,974	\$ 5,166
<u>Elementary School Principals</u>			
BARBERI, LYNN C	\$ 108,751	\$ 113,645	\$ 4,894
SCHWALJE, CAROL S	\$ 119,714	\$ 125,102	\$ 5,387
SORIANO, VICTOR J	\$ 112,720	\$ 117,792	\$ 5,072
VENTRELLO, DENNIS J	\$ 118,096	\$ 123,411	\$ 5,314
<u>High School Vice Principals</u>			
WIEFOWICZ, ANTHONY	\$ 111,884	\$ 116,919	\$ 5,035
GRIFFIN, JAMES	\$ 100,933	\$ 105,475	\$ 4,542
GOODALL, ROBERT P	\$ 104,796	\$ 109,511	\$ 4,716
<u>Middle School Vice Principal</u>			
CHANLEY, CHARL R	\$ 96,235	\$ 100,565	\$ 4,331
<u>Elementary School Vice Principals</u>			
MAGIELNICKI, THEODORE	\$ 111,049	\$ 116,046	\$ 4,997
ALVICH, DORI	\$ 81,432	\$ 85,096	\$ 3,664
<u>Director Pupil Personal</u>			
KING, JOSEPH	\$ 121,802	\$ 127,284	\$ 5,481
Total	\$ 1,427,688	\$ 1,491,934	\$ 64,246

**Monroe Township Board of Education
Office of Business Administration**

If the percentage increase is 4.400% then the 2005/2006 base salary would be:

<u>Name and Title</u>	<u>2004/2005 Base Salary</u>	<u>2005/2006 Base Salary</u>	<u>Dollar Increase</u>
<u>High School Principal</u>			
KASYAN, FRANK B	\$ 120,179	\$ 125,467	\$ 5,288
<u>Middle School Principal</u>			
GORMAN, JEFF	\$ 109,969	\$ 114,808	\$ 4,839
<u>Elementary School Principals</u>			
BARBERI, LYNN C	\$ 104,168	\$ 108,751	\$ 4,583
SCHWALJE, CAROL S	\$ 114,669	\$ 119,714	\$ 5,045
SORIANO, VICTOR J	\$ 107,969	\$ 112,720	\$ 4,751
VENTRELLO, DENNIS J	\$ 113,119	\$ 118,096	\$ 4,977
<u>High School Vice Principals</u>			
JOZEFOWICZ, ANTHONY	\$ 107,169	\$ 111,884	\$ 4,715
GRIFFIN, JAMES	\$ 96,679	\$ 100,933	\$ 4,254
GOODALL, ROBERT P	\$ 100,379	\$ 104,796	\$ 4,417
<u>Middle School Vice Principal</u>			
CHANLEY, CHARL R	\$ 92,179	\$ 96,235	\$ 4,056
<u>Elementary School Vice Principals</u>			
MAGIELNICKI, THEODORE	\$ 106,369	\$ 111,049	\$ 4,680
ALVICH, DORI	\$ 78,000	\$ 81,432	\$ 3,432
<u>Director Pupil Personal</u>			
KING, JOSEPH	\$ 116,669	\$ 121,802	\$ 5,133
Total	<u>\$ 1,367,517</u>	<u>\$ 1,427,688</u>	<u>\$ 60,171</u>

**MONROE TOWNSHIP SCHOOL ADMINISTRATORS
ASSOCIATION**

2005-2006 LONGEVITY

Anthony Jozefowicz	25 Years
Carol S. Schwalje	25 Years
Dennis J. Ventrello	25 Years
Theodore Magielnicki	25 Years
Victor Soriano	25 Years

15 Year Longevity - \$ 650 Annual
20 Year Longevity - \$ 800 Annual
25 Year Longevity - \$1,425 Annual

ATTACHMENT B

RANGES FOR UNIT POSITIONS: 2005-2006, 2006-2007 AND 2007-2008

HS PRINCIPAL	2005-2006	2006-2007	2007-2008
Minimum	100,224	104,734	109,552
Maximum	125,468	131,114	137,145

MS PRINCIPAL	2005-2006	2006-2007	2007-2008
Minimum	96,048	100,370	104,987
Maximum	117,972	123,281	128,952

ELEM. PRINCIPAL	2005-2006	2006-2007	2007-2008
Minimum	91,872	96,006	100,423
Maximum	113,796	118,917	124,387

HS VICE PRINCIPAL	2005-2006	2006-2007	2007-2008
Minimum	92,000	96,140	100,562
Maximum	112,500	117,563	122,970

MS VICE PRINCIPAL	2005-2006	2006-2007	2007-2008
Minimum	84,564	88,369	92,434
Maximum	103,356	108,007	112,975

ELEMENTARY VICE PRINCIPAL	2005-2006	2006-2007	2007-2008
Minimum	79,000	80,000	81,000
Maximum	92,000	96,140	100,562

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MONROE TOWNSHIP BOARD OF EDUCATION
AND
THE MONROE TOWNSHIP ADMINISTRATORS ASSOCIATION**

The undersigned agree to recommend the following tentative agreements to their respective parties for ratification:

1. Duration - July 1, 2002 through June 30, 2005.
2. Salaries for the three years shall be as set forth on Attachment A.
3. The parties agree to the ranges on Attachment B for unit positions.

The parties agree that Ms. Schwalje and Mr. Ventrello shall receive the same dollar amount or percentage increase as other members of the unit even though their salaries may exceed the agreed-upon salary ranges for their respective positions.

4. Article VII, B., first sentence of the third paragraph. Substitute:

"Additionally, during the term of this Agreement and with prior approval of the Superintendent, two (2) unit members per year will be allowed to attend a national convention of the Association in which they hold membership and which deals primarily with their current area of employment. If the Board requires a unit member to attend such a convention, that convention does not count against the two (2) conventions guaranteed by this Agreement."

5. Article VII, C. (new). Add:

"C. Tuition Reimbursement

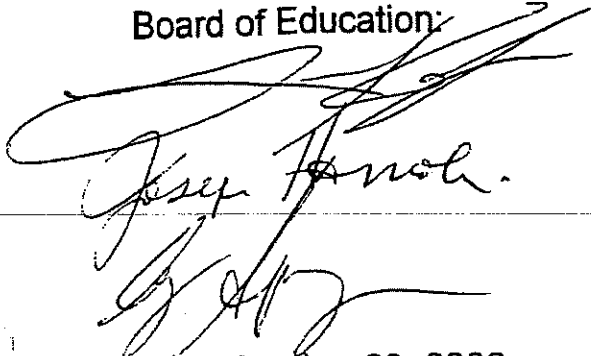
Unit members are eligible to be reimbursed for graduate level courses taken beyond the attainment of the M.A. under the following terms:

- a. The course must receive the written approval of the Superintendent prior to registration
- b. The unit member must successfully complete the course
- c. The maximum number of credits which may annually be reimbursed is 12
- d. The reimbursement rate shall be at the prevailing State College rate, including Rutgers, per credit hour
- e. Reimbursement covers tuition, required textbooks and supplies"

6. All other proposals of the parties are withdrawn.

7. All provisions of the contract not changed herein remain the same.

For the Monroe Township
Board of Education:



Joseph F. Anich.

For the Monroe Township
Administrators Association:



Date: October 29, 2002

SALARY ANALYSIS FOR THE MONROE TOWNSHIP SCHOOL ADMINISTRATORS ASSOCIATION

+ LONGEVITY

		2001/02 BASE SALARY	\$ INC. FOR 2002/03 (a.)	SALARY ADJUSTMENT FOR 2002/03	2002/03 BASE SALARY
JAMES MISEK	PRINCIPAL, HIGH SCHOOL	\$100,000	\$3,801	\$3,000	\$106,801
JEFF GORMAN	PRINCIPAL, APPLGARTH SCHOOL	\$91,000	\$3,801	\$4,000	\$98,801
CAROL SCHWALJE	PRINCIPAL, BARCLAY BROOK SCHOOL	\$102,700	\$3,801	\$0	\$106,501
DENNIS VENTRELLO	PRINCIPAL, BROOKSIDE SCHOOL	\$101,150	\$3,801	\$0	\$104,951
VICTOR SORIANO	PRINCIPAL, WOODLAND SCHOOL	\$96,000	\$3,801	\$0	\$99,801
LYNN BARBERI	PRINCIPAL, MILL LAKE SCHOOL	N/A	\$0	\$0	\$96,000
ANTHONY JOZEFOWICZ	VICE-PRINCIPAL, HIGH SCHOOL	\$95,200	\$3,801	\$0	\$99,001
THEODORE MAGIELNICKI	VICE PRINCIPAL, HIGH SCHOOL	\$94,400	\$3,801	\$0	\$98,201
JEANETTE BAUBLES	VICE-PRINCIPAL, APPLGARTH SCHOOL	\$70,000	\$3,801	\$5,000	\$78,801
JOSEPH KING	DIRECTOR OF PUPIL PERSONNEL SERVICES	\$104,700	\$3,801	\$0	\$108,501
		\$855,150			\$997,359

(a.) CALCULATED ON BASE TIMES 4.0% (WITHOUT ADJUSTMENTS) WITH EQUAL DOLLAR DISTRIBUTION

		2002/03 BASE SALARY	\$ INC. FOR 2003/04 (a.)	SALARY ADJUSTMENT FOR 2003/04	2003/04 BASE SALARY (b.)
JAMES MISEK	PRINCIPAL, HIGH SCHOOL	\$106,801	\$3,989	\$2,000	\$112,790
JEFF GORMAN	PRINCIPAL, APPLGARTH SCHOOL	\$98,801	\$3,989	\$3,000	\$105,790
CAROL SCHWALJE	PRINCIPAL, BARCLAY BROOK SCHOOL	\$106,501	\$3,989	\$0	\$110,490
DENNIS VENTRELLO	PRINCIPAL, BROOKSIDE SCHOOL	\$104,951	\$3,989	\$0	\$108,940
VICTOR SORIANO	PRINCIPAL, WOODLAND SCHOOL	\$99,801	\$3,989	\$0	\$103,790
LYNN BARBERI	PRINCIPAL, MILL LAKE SCHOOL	\$96,000	\$3,989	\$0	\$99,989
ANTHONY JOZEFOWICZ	VICE-PRINCIPAL, HIGH SCHOOL	\$99,001	\$3,989	\$0	\$102,990
THEODORE MAGIELNICKI	VICE PRINCIPAL, HIGH SCHOOL	\$98,201	\$3,989	\$0	\$102,190
JEANETTE BAUBLES	VICE-PRINCIPAL, APPLGARTH SCHOOL	\$78,801	\$3,989	\$2,500	\$85,290
JOSEPH KING	DIRECTOR OF PUPIL PERSONNEL SERVICES	\$108,501	\$3,989	\$0	\$112,490
		\$997,359			\$1,044,749

(a.) CALCULATED ON BASE TIMES 4.0% (WITHOUT ADJUSTMENTS) WITH EQUAL DOLLAR DISTRIBUTION

(b.) OVERALL % INCREASE 4.75%

		2003/04 BASE SALARY	\$ INC. FOR 2004/05 (a.)	SALARY ADJUSTMENT FOR 2004/05	2004/05 BAS SALARY (b.)
JAMES MISEK	PRINCIPAL, HIGH SCHOOL	\$112,790	\$4,179	\$0	\$116,969
JEFF GORMAN	PRINCIPAL, APPLGARTH SCHOOL	\$105,790	\$4,179	\$0	\$109,969
CAROL SCHWALJE	PRINCIPAL, BARCLAY BROOK SCHOOL	\$110,490	\$4,179	\$0	\$114,669
DENNIS VENTRELLO	PRINCIPAL, BROOKSIDE SCHOOL	\$108,940	\$4,179	\$0	\$113,119
VICTOR SORIANO	PRINCIPAL, WOODLAND SCHOOL	\$103,790	\$4,179	\$0	\$107,969
LYNN BARBERI	PRINCIPAL, MILL LAKE SCHOOL	\$99,989	\$4,179	\$0	\$104,168
ANTHONY JOZEFOWICZ	VICE-PRINCIPAL, HIGH SCHOOL	\$102,990	\$4,179	\$0	\$107,169
THEODORE MAGIELNICKI	VICE PRINCIPAL, HIGH SCHOOL	\$102,190	\$4,179	\$0	\$106,369
JEANETTE BAUBLES	VICE-PRINCIPAL, APPLGARTH SCHOOL	\$85,290	\$4,179	\$0	\$89,469
JOSEPH KING	DIRECTOR OF PUPIL PERSONNEL SERVICES	\$112,490	\$4,179	\$0	\$116,669
		\$1,044,749			\$1,086,539

(a.) CALCULATED ON BASE TIMES 4.0% (WITHOUT ADJUSTMENTS) WITH EQUAL DOLLAR DISTRIBUTION

(b.) OVERALL % INCREASE 4.00%

ATTACHMENT B

RANGES FOR UNIT POSITIONS: 2002-2003, 2003-2004 AND 2004-2005

HS PRINCIPAL	2002-2003	2003-2004	2004-2005
MINIMUM	94000	95000	96000
MAXIMUM	117000	118000	119000

MS PRINCIPAL	2002-2003	2003-2004	2004-2005
MINIMUM	90000	91000	92000
MAXIMUM	111000	112000	113000

ELEM PRINCIPAL	2002-2003	2003-2004	2004-2005
MINIMUM	86000	87000	88000
MAXIMUM	107000	108000	109000

HS VICE - PRINCIPAL	2002-2003	2003-2004	2004-2005
MINIMUM	84000	85000	86000
MAXIMUM	102000	104000	105000

MS VICE- PRINCIPAL	2002-2003	2003-2004	2004-2005
MINIMUM	75000	78000	81000
MAXIMUM	95400	96500	99000

MONROE TOWNSHIP SCHOOL ADMINISTRATORS ASSOCIATION

2002-2003 LONGEVITY

Anthony Jozefowicz	25 years
Carol S. Schwalje	25 years
Dennis Ventrello	25 years
Theodore Magielnicki	25 years
Victor Soriano	25 years

15 year longevity - \$ 650 annual

20 year longevity - \$ 800 annual

25 year longevity - \$1425 annual

SIDEBAR
TO THE
MEMORANDUM OF AGREEMENT
BETWEEN THE
MONROE TOWNSHIP SCHOOL ADMINISTRATOR'S ASSOCIATION
AND THE
MONROE TOWNSHIP BOARD OF EDUCATION

THIS SIDEBAR IS INTENDED TO MODIFY THE EXISTING MONROE TOWNSHIP SCHOOL ADMINISTRATOR'S ASSOCIATION AND MONROE TOWNSHIP BOARD OF EDUCATION AGREEMENT OF JULY 1, 2002 THROUGH JUNE 30, 2005.

REMOVE: ATTACHMENT B (RANGES FOR UNIT POSITIONS:
2002-2003, 2003-2004 and 2004-2005)

ADD: ATTACHMENT B-1 (RANGES FOR UNIT POSITIONS:
2002-2003, 2003-2004 and 2004-2005)

AGREED TO:



Monroe Township School Administrator's Association Representative

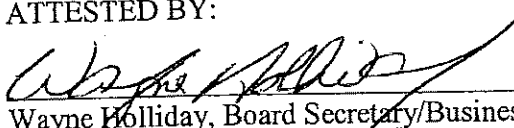
Date



Monroe Township Board of Education Representative

Date

ATTESTED BY:



Wayne Holliday, Board Secretary/Business Administrator

Date

ATTACHMENT B

RANGES FOR UNIT POSITIONS: 2002-2003, 2003-2004 AND 2004-2005

HS PRINCIPAL	2002-2003	2003-2004	2004-2005
MINIMUM	94000	95000	96000
MAXIMUM	117000	118000	119000

MS PRINCIPAL	2002-2003	2003-2004	2004-2005
MINIMUM	90000	91000	92000
MAXIMUM	111000	112000	113000

ELEM PRINCIPAL	2002-2003	2003-2004	2004-2005
MINIMUM	86000	87000	88000
MAXIMUM	107000	108000	109000

HS VICE - PRINCIPAL	2002-2003	2003-2004	2004-2005
MINIMUM	84000	85000	86000
MAXIMUM	102000	104000	105000

MS VICE- PRINCIPAL	2002-2003	2003-2004	2004-2005
MINIMUM	75000	78000	81000
MAXIMUM	95400	96500	99000

ATTACHMENT B-1

RANGES FOR UNIT POSITIONS:
2002-2003, 2003-2004 AND 2004-2005

HS PRINCIPAL	2002-2003	2003-2004	2004-2005
Minimum	94,000	95,000	96,000
Maximum	117,000	118,000	120,180

MS PRINCIPAL	2002-2003	2003-2004	2004-2005
Minimum	90,000	91,000	92,000
Maximum	111,000	112,000	113,000

ELEM. PRINCIPAL	2002-2003	2003-2004	2004-2005
Minimum	86,000	87,000	88,000
Maximum	107,000	108,000	109,000

HS VICE PRINCIPAL	2002-2003	2003-2004	2004-2005
Minimum	84,000	85,000	86,000
Maximum	102,000	104,000	105,000

MS VICE PRINCIPAL	2002-2003	2003-2004	2004-2005
Minimum	75,000	78,000	81,000
Maximum	95,400	96,500	99,000

ELEMENTARY VICE PRINCIPAL	2002-2003	2003-2004	2004-2005
Minimum	N/A	N/A	78,000
Maximum	N/A	N/A	92,000

**SIDEBAR
TO THE
MEMORANDUM OF AGREEMENT
BETWEEN THE
MONROE TOWNSHIP SCHOOL ADMINISTRATORS ASSOCIATION
AND THE
MONROE TOWNSHIP BOARD OF EDUCATION**

This sidebar is intended to supplement the existing Monroe Township School Administrators Association and Monroe Township Board of Education Agreement of July 1, 2002 through June 30, 2005.

DELETE the following verbiage: "All provisions as specified in Article 19 of the Agreement between the MTEA and the Board of Education covering the period July 1, 1996 to June 30, 1999 shall be provided to the membership of MTSAA except where noted:"

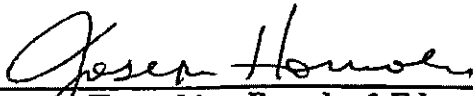
ADD: All health care insurance policy provisions as specified in the Agreement between the Monroe Township Education Association and the Monroe Township Board of Education covering the period July 1, 2003 to June 30, 2006 shall be provided to the membership of the Monroe Township School Administrators Association. The Board shall pay the full premium for each member of the Monroe Township School Administrators Association as defined by the carrier and in cases where appropriate for family plan insurance coverage. Coverage shall commence in accordance with the "waiting period": "A period of time which ends on the first day of the calendar month following 30 days of active service".

AGREED TO:



Monroe Township School Administrators Association Representative

Date: 8/26/03



Monroe Township Board of Education Representative

Date: 8/28/03

ATTESTED BY:



Wayne Holliday, Board Secretary/Business Administrator

Date: 08/21/03

MEMORANDUM OF AGREEMENT
BETWEEN THE
MONROE TOWNSHIP SCHOOL ADMINISTRATORS ASSOCIATION
AND THE
MONROE TOWNSHIP BOARD OF EDUCATION

The Monroe Township School Administrators Association (MTSAA) and the Monroe Township Board of Education (MTBE) agree to the following adjustments to the MTSAA contract effective July 1, 1999 through June 30, 2002.

1. Contract language to remain the same.
2. Longevity benefits shall be identical to those prescribed in the MTEA/MTBE Agreement in effect.
3. Base salary shall be \$829,550 for negotiation purposes; said base salary shall increase by 2.7% per annum for the term of this agreement; the salary guide shall be developed jointly by the MTSAA and the Superintendent of Schools.

BASE YEAR	YEAR 1999-00	YEAR 2000-01	YEAR 2001-02
829,550	829,550 <u>x 1.027</u> \$851,948	851,948 <u>x 1.027</u> \$874,950	874,950 <u>x 1.027</u> \$898,574

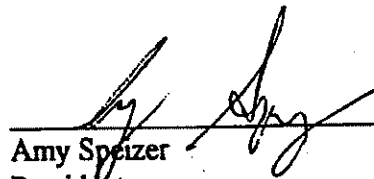
For MTSAA:



Dennis J. Ventrello
President

11-26-99
Date

For MTBE:



Amy Speizer
President

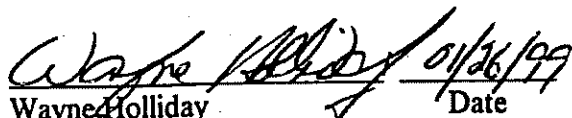
11/26/99
Date



Stuart Schnur
Superintendent of Schools

11/24/99
Date

Witness:



Wayne Holliday
Board Secretary/Business
Administrator

01/26/99
Date

ARTICLE I

MEMBERSHIP

A. Unit Membership

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

B. Definitions

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

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

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Deadline Dates

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

B. Negotiating Team Authority

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

C. Exchange of Information

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

D. Maintaining Current Benefits

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

E. Modification - Understanding of Parties

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

F. Impasse

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

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

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Any individual employee at any time may present grievances to his employer and have the grievance adjusted, without intervention of the bargaining representative, so long as such adjustment is not inconsistent with the terms of the Agreement.

C. Procedure

1. Informal

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

2. Level One

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

3. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after

presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association may refer it to the Superintendent of Schools.

4. Level Three

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

5. Level Four

- a. If the grievance as defined under 1.a. of definition of a grievance and if the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board, the aggrieved person may, within five(5) school days, request in writing that the Association submit his grievance to advisory arbitration. If the Association determines that the grievance is meritorious, it may elect to submit the grievance to arbitration within fifteen (15) school days after receipt of the request from the aggrieved person, but shall first notify the Board of such decision.
- b. The arbitrator shall then be selected under the rules of the Public Employees Relations Commission. (PERC).

6. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
7. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if

left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

8. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, unless it is agreed by the Board to hold the proceedings during working hours.

D. Rights to Representation

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

E. Miscellaneous

1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Superintendent and the Chairperson of the Grievance Committee.
2. Every effort shall be made to resolve all grievances before they reach Level Three.
3. An employee shall continue to perform all assigned duties before and during any grievance procedures initiated, but shall advise his superior that he is performing these duties under protest.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be designed jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. All meetings and hearings under this procedure shall not be conducted in public.
7. Any grievance not filed within the prescribed time limits at any level shall be considered as waived.

8. If a grievance affects one administrator, the Association shall submit such grievance, in writing at the First Level. If a grievance affects a group of administrators in more than one job site, the Association may submit such grievance in writing at the First Level or Second Level, whichever is appropriate.

ARTICLE IV

ASSOCIATION PRIVILEGES AND OBLIGATIONS

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

ARTICLE V

ADMINISTRATOR RIGHTS

- A. Rights and Protection in Representation

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

B. Required Meetings or Hearings

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

ARTICLE VI

EVALUATION

A. The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his/her superiors respecting the effectiveness of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.

B. All administrators commencing work before September 30 will be evaluated by the Superintendent of Schools or his/her designee. A written report and conference shall be held no later than fifteen (15) working days following the evaluation. At such time the administrator is entitled to have his/her response to the evaluation heard and appended to the evaluation report. The fifteen day time limit may be extended by mutual consent of both parties.

1. Non-tenured administrators shall receive at least three(3) written evaluations per year, at least one each semester.
2. Tenured administrators shall receive at least one(1) written evaluation each year.

Evaluation of tenured administrators shall be submitted to the administrators prior to June 15th.

- C. Any changes in the evaluation instrument, or evaluation procedures now being used, will first be discussed with Association representatives.
- D. Each administrator shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an administrator's personnel file without the administrator's knowledge. Further, each administrator shall receive a copy of each written evaluation.

PROMOTIONS AND TRANSFERS

- A. The administrative staff and the Association will be notified of all vacancies which develop in administrative positions.
- B. Administrators desiring a change of employment within the system and who wish to transfer to another building or administrative position shall file a written statement with the Superintendent of Schools by March 1 or such time that an opening arises.
- C. When an involuntary transfer of an administrator is being considered by the Board, every effort shall be made to provide for a smooth transition and to give the administrator the opportunity to become oriented to the new school curriculum, staff, facility and community.

ARTICLE VII

PROFESSIONAL DEVELOPMENT

A. Professional Dues

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

B. Conventions, Seminars and Conferences

With the approval of the Superintendent, administrators will be permitted to attend professional seminars, conferences and conventions which have for their theme subjects of interest to the professional progress of our schools. Administrators who attend these functions shall be reimbursed by the Board for expenses and mileage at the rate currently approved by the IRS for deduction of business travel expenses.

All members of the unit will continue to be permitted to attend the NJPSA annual fall convention with all expenses being paid by the Board, including registration, reasonable travel, accommodations and meals.

Additionally, during the term of this agreement and with prior approval of the Superintendent, five members (no more than two per year) of the MTSAA will be allowed to attend a national convention of the Association in which they hold membership and which deals primarily with their current area of employment. Upon approval of the Superintendent, the administrators will be reimbursed the reasonable expenses of attending their respective national conventions.

ARTICLE VIII

INSURANCE PROTECTION

All provisions as specified in Article 19 of the agreement between the MTEA and the Board of Education covering the period July 1, 1996 to June 30, 1999 shall be provided to the membership of MTSAA except where noted:

Exception:

- A. In addition, the Board shall provide for unreimbursed "out of pocket" expenses for an annual physical not to exceed a maximum of \$250.00 annually. Additionally, the Board shall continue the current Disability Insurance plan.

ARTICLE IX

VACATIONS

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

ARTICLE X

LEGAL ASSISTANCE

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

ARTICLE XI

SEPARATION FROM SERVICE

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

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

SL = unused accumulated sick leave

CS = last or highest annual contractual salary under which employed

The above provision applies only to administrators employed prior to September 1, 1993. For all administrators employed after September 1, 1993, the sick leave payment shall be limited to no more than \$3,000.

1. A member who dies during his/her term of contract shall have payment for the unused (pro-rated) vacation days given to his/her estate at a rate of 1/240th of his/her last contracted salary.
2. A member who resigns or retires during the contract year shall receive a pro-rated payment of his/her vacation days at the rate of 1/240th of his/her contracted salary.

ARTICLE XII

ADMINISTRATORS' LEAVE BENEFITS

1. All certificated administrators employed on a twelve-month basis shall be granted twelve (12) days sick leave, and three (3) days personal leave per year. Sick leave days and personal days not used during the year shall be accumulative as sick leave days. Other temporary non-accumulative leave of absence with full pay shall be approved each school year as follows:
 - a. Time necessary for appearances in any legal proceeding connected with the administrator's employment, except in the case of the administrator bringing suit against the Board.
 - b. Up to five (5) days at any time in the event of the death of an administrator's spouse, child, parent, brother, sister, parent-in-law, or any other member of the immediate household.
 - c. Up to two (2) days at any one time in the event of the death of an administrator's sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the immediate family.
2. The need to overextend any leave shall result in the deduction of 1/240ths of his/her annual salary. However, the Board of Education, upon the recommendation of the Superintendent, at any time may grant leaves without loss of pay.

ARTICLE XIII**SALARIES**

1. Guides attached
2. The Board will give serious consideration to changing the interpretation of longevity from years in district to years in education upon renewal of this agreement.

ARTICLE XIV

This Agreement shall be effective as of 7/1/96, and shall continue in effect until 6/30/99 subject to the Association's right to negotiate over a successor agreement, as provided herein.

MTSAA

By

Its President

MTBE

By

Its President

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

The undersigned agree to recommend the following tentative agreement to their respective parties for ratification.

1. Duration – July 1, 2008 through June 30, 2011.
2. Salaries for the three years shall be as set forth on Attachment A.
3. The parties agree to the salary ranges on Attachment B for unit positions.

The parties agree that Ms. Schwalje, Mr. Ventrello, and Mr. Magielnicki shall receive the same percentage increase as other members of the unit even though their salaries may exceed the agreed-upon salary ranges for their respect positions.
4. Parties agree the Memorandum of Agreement as set forth on Attachment C is to be part of this contract.
5. Members shall be afforded the same healthcare benefits as members of the MTEA.

ARTICLE I

MEMBERSHIP

A. Unit Membership

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

B. Definitions

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

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

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Deadline Dates

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

B. Negotiating Team Authority

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

C. Exchange of Information

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

D. Maintaining Current Benefits

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

E. Modification – Understanding of Parties

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

F. Impasse

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

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

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Any individual employee at any time may present grievances to his employer and have the grievance adjusted, without intervention of the bargaining representative, so long as such adjustment is not inconsistent with the terms of the Agreement.

C. Procedure

1. Informal

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

2. Level One

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

3. Level Two

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

4. Level Three

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

5. Level Four

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

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

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

D. Rights to Representation

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

E. Miscellaneous

1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Superintendent and the Chairperson of the Grievance Committee.
2. Every effort shall be made to resolve all grievances before they reach Level Three.
3. An employee shall continue to perform all assigned duties before and during any grievance procedures initiated, but shall advise his superior that he is performing these duties under protest.
4. All documents, communications and records dealing with the processing

of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be designed jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. All meetings and hearings under this procedure shall not be conducted in public.
7. Any grievance not filed within the prescribed time limits at any level shall be considered as waived.
8. If a grievance affects one administrator, the Association shall submit such grievance, in writing at the First Level. If a grievance affects a group of administrators in more than one job site, the Association may submit such grievance in writing at the First Level or Second Level, whichever is appropriate.

ARTICLE IV

ASSOCIATION PRIVILEGES AND OBLIGATIONS

- A. Representatives of the Association, the NJPSA, NASSP and NAESP shall be permitted to transact official Association business on school property with the approval of the Superintendent.
- B. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings with prior approval from the office of the Superintendent.
- C. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board if such supplies and materials are available.
- D. For purposes of processing grievances and negotiations, the Association shall, upon request, have access to data in the public domain.
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- F. The Association shall be able to utilize the regular inter-school or intra-school methods of communications or distribution of materials for Association business with the understanding that such usage be judicious and not bear any burden on the school system.

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A. Rights and Protection in Representation

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

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

ARTICLE VI

EVALUATION

A. The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his/her superiors respecting the effectiveness of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.

B. All administrators commencing work before September 30 will be evaluated by the Superintendent of Schools or his/her designee. A written report and conference shall be held no later than fifteen (15) working days following the evaluation. At such time the administrator is entitled to have his/her response to the evaluation heard and appended to the evaluation report. The fifteen day time limit may be extended by mutual consent of both parties.

1. Non-tenured administrators shall receive at least three (3) written evaluations per year, at least one each semester.

2. Tenured administrators shall receive at least one (1) written evaluation each year.
 3. Evaluation of tenured administrators shall be submitted to the administrators prior to June 15th.
- C. Any changes in the evaluation instrument, or evaluation procedures now being used, will first be discussed with Association representatives.
- D. Each administrator shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an administrator's personnel file without the administrator's knowledge. Further, each administrator shall receive a copy of each written evaluation.

PROMOTIONS AND TRANSFERS

- A. The administrative staff and the Association will be notified of all vacancies which develop in administrative positions.
- B. Administrators desiring a change of employment within the system and who wish to transfer to another building or administrative position shall file a written statement with the Superintendent of Schools by March 1 or such time that an opening arises.
- C. When an involuntary transfer of an administrator is being considered by the Board, every effort shall be made to provide for a smooth transition and to give the administrator the opportunity to become oriented to the new school curriculum, staff, facility and community.

ARTICLE VII

PROFESSIONAL DEVELOPMENT

- A. Professional Dues

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

- B. Conventions, Seminars and Conferences

With the approval of the Superintendent, administrators and district supervisors will be permitted to attend professional seminars, conferences and conventions which have for their theme subjects of interest to the professional progress of our schools. Administrators and district supervisors who attend these functions shall

be reimbursed by the Board for expenses and mileage in accordance with New Jersey Regulations as related to A5 Chapter 53 and OMB circulars.

All members of the unit will continue to be permitted to attend the NJPSA annual fall convention with all expenses being paid by the Board, in accordance with New Jersey Regulations as stated above. Members may also attend national conferences as stipulated in the Memorandum of Agreement, attached hereto as Attachment C: During the three years of this contract, the Board will gradually permit 100% attendance at a national conference as follows: eight (8) members in year one, sixteen (16) members in year two and twenty four (24) members in year three. Notwithstanding the foregoing, provisions for participation and reimbursement for expenses will be in accordance with New Jersey Regulations. If the Board requires a unit member to attend such a convention, that convention does not count against the number of conventions guaranteed by this Agreement.

C. Tuition Reimbursement

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

- a. The course must receive the written approval of the Superintendent prior to registration
- b. The unit member must successfully complete the course
- c. The maximum number of credits which may annually be reimbursed is 12
- d. The reimbursement rate shall be at the prevailing State College rate, including Rutgers, per credit hour
- e. Reimbursement covers tuition, required textbooks and supplies

ARTICLE VIII

INSURANCE PROTECTION

All health care insurance policy provisions as specified in the Agreement between the Monroe Township Education Association and the Monroe Township Board of Education covering the period July 1, 2009 to June 30, 2011 shall be provided to the membership of the Monroe Township School Administrators Association. The Board shall pay the full premium for each member of the Monroe Township School Administrators Association as defined by the carrier and in cases where appropriate for family plan insurance coverage. Coverage shall commence in accordance with the "waiting period": "A period of time which ends on the first day of the calendar month following 30 days of active service."

Exception:

- A. In addition, the Board shall provide for unreimbursed "out of pocket" expenses for an annual physical not to exceed a maximum of \$250.000 annually. Additionally, the Board shall continue the current Disability Insurance plan.

ARTICLE IX

VACATIONS

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

ARTICLE X

LEGAL ASSISTANCE

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

ARTICLE XI

SEPARATION FROM SERVICE

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

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

SL = unused accumulated sick leave

CS = last or highest annual contractual salary under which employed

The above provision applies only to administrators employed prior to September 1, 1993. For all administrators employed after September 1, 1993, the sick leave payment shall be limited to no more than \$6,000 (six thousand dollars).

1. Members may elect to have sick leave payouts deposited into their 403b/457b accounts over the course of either one, two or three years (to be determined by the member) as allowed by New Jersey State Income Tax regulations and the I.R.S. Members have one opportunity to select an option of either 1, 2 or 3 years.
2. A member who dies during his/her term of contract shall have payment for the unused (pro-rated) vacation days given to his/her estate at a rate of 1/240th of

his/her last contracted salary.

3. A member who resigns or retires during the contract year shall receive a pro-rated payment of his/her vacation days at the rate of 1/240th of his/her contracted salary.

ARTICLE XII

ADMINISTRATORS' LEAVE BENEFITS

1. All certificated administrators employed on a twelve-month basis shall be granted twelve (12) days sick leave, and three (3) days personal leave per year. Sick leave days and personal days not used during the year shall be accumulative as sick leave days. Other temporary non-accumulative leave of absence with full pay shall be approved each school year as follows:
 - a. Time necessary for appearances in any legal proceeding connected with the administrator's employment, except in the case of the administrator bringing suit against the Board.
 - b. Up to five (5) days at any time in the event of the death of an administrator's spouse, child, parent, brother, sister, parent-in-law, or any other member of the immediate household.
 - c. Up to two (2) days at any one time in the event of the death of an administrator's sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the immediate family.
2. The need to overextend any leave shall result in the deduction of 1/240ths of his/her annual salary. However, the Board of Education, upon the recommendation of the Superintendent, at any time may grant leaves without loss of pay.

ARTICLE XIII

LONGEVITY

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

ARTICLE XIV

PAYMENT FOR OVERNIGHT EDUCATIONAL PROGRAMS

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

For: Monroe Township Administrators Association

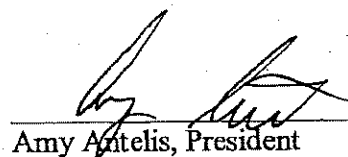


Dennis J. Ventrello, President

1/21/09

Date

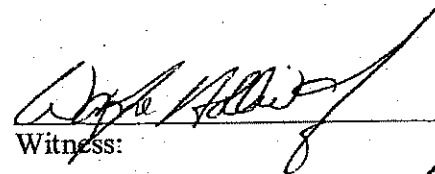
For: Monroe Township Board of Education



Amy Antelis, President

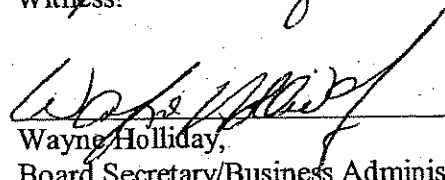
Date

1/21/09



Witness:

01/21/09



Wayne Holliday,
Board Secretary/Business Administrator

01/21/09

Date

Appendix B

	<u>2007-08</u>	<u>Long</u>	<u>2008-09</u>	<u>Long</u>	<u>2009-10</u>	<u>Long</u>	<u>2010-11</u>	<u>Long</u>
HS Principal								
Goodall, Robert	128,982		134,141		139,507		145,087	
MS Principal								
Chanley, Chari (Interim)			127,399		127,399 X .4% = 132,495			
ES Principals								
Alvich, Dori	106,000		110,240		114,650		119,236	
Barberi, Lynn	118,873		123,628		128,573		133,716	
Schwalje, Carol	130,856	1,785	136,090	1,950	141,534		147,195	
Soriano, Victor	123,210	1,785	128,138	1,950	133,264		138,594	
Ventrello, Dennis	129,087	1,785	134,250	1,950	139,620		145,205	
HS AP's								
Jozefowicz, Anthony	122,298	1,785	127,190	1,950	132,278		137,569	
Griffin, James	110,327		114,740		119,330		124,103	
Madreperla, Scott	103,842	910	107,996	1,375	112,316		116,808	
MS AP's								
Chanley, Chari	105,191		109,399		113,775		118,326	
ES AP's								
Magielnicki, Theodore	121,385	1,785	126,240	1,950	131,290		136,542	
Mahoney, Erinn	82,000		85,280		88,691		92,239	
Sidler, Scott	82,500		85,800		89,232		92,801	
Layman, Adam			84,240		87,610		91,114	
Higgins, Kevin			84,240		87,610		91,114	
Dir. Pupil Pers								
King, Joseph	133,139	910	138,465	1,075	144,003		149,763	
K-12 Supervisors								
Aaron, Elizabeth	99,281		103,252		107,382		111,678	
Burke, Bonnie	96,190		100,038		104,039		108,201	
Critelli, Michele	104,987	1,210	109,186	1,375	113,554	1,950	118,096	
Kirk, David	96,190		100,038		104,039		108,201	
McConnell, Laurie	96,190		100,038		104,039		108,201	
Mele, Robert	119,260	1,785	124,030	1,950	128,992		134,151	
O'Donnell, Robert	119,260	1,785	124,030	1,950	128,992		134,151	
Ruela, Marietta	99,281		103,252		107,382		111,678	

HS Principal	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Minimum	109,552	109,552	111,552	113,552
Maximum	137,145	142,631	148,336	154,269
MS Principal				
Minimum	104,987	104,987	106,987	108,987
Maximum	128,592	133,736	139,085	144,649
Elem. Principal				
Minimum	100,423	100,423	102,423	104,423
Maximum	124,387	129,362	134,537	139,918
HS Assistant Prin				
Minimum	100,562	100,562	102,562	104,562
Maximum	122,970	127,889	133,004	138,325
MS Assistant Prin				
Minimum	92,434	92,434	94,434	96,434
Maximum	112,975	117,494	122,194	127,082
Elem Assistant Prin				
Minimum	81,000	81,000	83,000	85,000
Maximum	100,562	104,584	108,768	113,119
K-12 Supervisors				
Minimum	96,190	96,190	98,190	100,190
Maximum	120,784	125,615	130,640	135,866

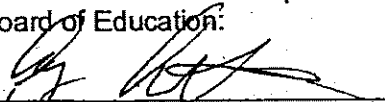
Attachment C

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MONROE TOWNSHIP BOARD OF EDUCATION
AND
THE MONROE TOWNSHIP SCHOOL ADMINISTRATORS ASSOCIATION**

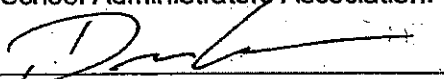
The undersigned agree to recommend the following tentative agreements to their respective parties for ratification:

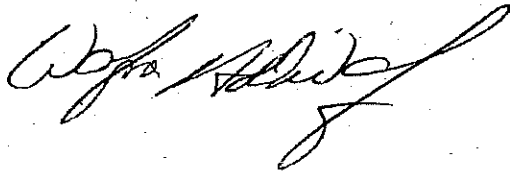
1. Duration of contract: July 1, 2008 though June 30, 2011.
2. Membership shall include Principals, Vice Principals, Directors and District Supervisors.
3. Members may elect to have sick leave payouts deposited into their 403b/457b accounts over the course of either one, two or three years (to be determined by member) as allowed by New Jersey State Income Tax Regulations and the I.R.S. Members have one opportunity to select an option of either 1, 2, or 3 years.
4. For Members employed after September 1, 1993 the sick leave payout cap will be \$6000.
5. During the three years of this contract, the Board will gradually permit 100% attendance at a national conference as follows: eight (8) members in year one, sixteen (16) members in year two(2), and twenty four (24) members in year three. Notwithstanding the foregoing, provisions for participation and reimbursement for expenses will be in accordance with New Jersey Regulations.
6. Members who participate in overnight education programs with the approval of the Superintendent shall be compensated at the same rate prescribed in the MTEA/MTBE agreement.
7. Members shall be afforded the same healthcare benefits as members of the MTEA.
8. Each member shall receive an annual percentage increase in salary of 4% for each year of the three-year contract.
9. Severability: The parties agree that if any Court or administrative agency declares any portion of this Memorandum of Agreement unenforceable, the remaining portions shall be fully enforceable.
10. Prior Contract language to remain the same. However, if any language in this Memorandum conflicts with language in the prior agreements between either the MTBOE and the MTAA, or the MTBOE and the MTDSA, the language in this Memorandum shall prevail.

For the Monroe Township
Board of Education:


1/21/09, 2009

For the Monroe Township
School Administrators Association:


1/21/09, 2009



MESSAGE CONFIRMATION

MAR-30-2006 01:37 PM THU

FAX NUMBER : 7328556117
NAME : WILENTZ

NAME/NUMBER : ##363080#7325211628#
PAGE : 3
START TIME : MAR-30-2006 01:36PM THU
ELAPSED TIME : 00' 54"
MODE : STD G3
RESULTS : [O.K]

 **WILENTZ**
WILENTZ, GOLDMAN & SPITZER P.A.
90 Woodbridge Center Drive
Suite 900 Box 10
Woodbridge, NJ 07095-0958
(732) 636-8000
Fax (732) 855-6117

CONFIDENTIAL

FACSIMILE TRANSMISSION

DATE: March 30, 2006

TO: Wayne Holliday

TELEPHONE: (732) 521-1500

FROM: Viola S. Lordi

TELEPHONE: (732) 855-6035

NUMBER OF PAGES TO FOLLOW: 2

IF YOU DO NOT RECEIVE ALL THE PAGES BEING TRANSMITTED, PLEASE CALL
(732) 855-6035. THANK YOU.

CLIENT MATTER NUMBER: 130975.001

FACSIMILE TELEPHONE NUMBER: (732) 521-1628

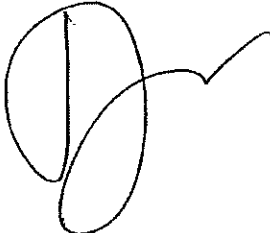
COMMENTS: Mr. Holliday: As we discussed, forwarded herewith is the memorandum regarding retirement deferrals. Should you have any questions, please contact me.

THE INFORMATION CONTAINED IN THIS FAX MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENT NAMED ABOVE. This message may be an Attorney-Client communication, and as such is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of the message is strictly prohibited. If you have received this transmission in error, please notify us by telephone immediately so that we can arrange for the return of the documents to us at no charge to you.

PRIVILEGED AND CONFIDENTIAL
ATTORNEY/CLIENT WORK PRODUCT

MEMORANDUM

TO: Vi Lordi
FROM: Steve Marshall
DATE: March 29, 2006
RE: MONROE BOE/RETIREMENT DEFERRALS



=====

The IRS has issued proposed regulations under Section 415 of the Internal Revenue Code which are also applicable to Sections 403(b) and 457. The key provision in the proposed regulation is an amendment to the definition of "Compensation".

As you know, previously the rules applicable under Section 457 and 403(b) prohibited a deferral of some or all of a lump sum payment for accrued leave which would be paid following severance. The rationale was that all of these rules applied only to employees and upon severance, the employer/employee relationship has ended, the former employee is no longer an employee and could have no ability to defer. The new rule provides that amounts received following severance of employment may be considered compensation for purposes of Section 415 if they are paid to the former employee within 2 ½ months following severance from employment. To qualify, the payments must be payments which, absent a severance from employment, would have been paid to the employee if the employee continued in employment and receivable as regular compensation for services during regular working hours. These would include commissions, bonuses or similar compensation. Also included are payments for accruing for bona fide vacation or other leave but only if the employee would have been able to use the leave if employment had continued.

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY/CLIENT WORK PRODUCT**

These proposed regulations also contain corresponding changes to regulations under Sections 401(k), 403(b) and 457, making a reference to the definition of compensation in Section 415 so that this rule is uniform with regard to all salary deferral-type programs. The regulation is applicable immediately and you may inform your Boards of Ed that for people severing employment and/or retiring, they may allow deferrals for accrued leave if paid within 2 ½ months.

Please let me know if you have any questions.



MEMORANDUM

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

TO: MICHAEL C. GORSKI, BUSINESS ADMINISTRATOR/BOARD
SECRETARY

FROM: VIOLA S. LORDI
MARY H. SMITH

CC: KENNETH HAMILTON, SUPERINTENDENT OF SCHOOLS

DATE: July 21, 2010

RE: MONROE TOWNSHIP BOARD OF EDUCATION/RETIREMENT DEFERRALS

Mr. Gorski:

Regarding the subject referenced above, this memorandum will confirm that the legal opinion set forth in the following memorandum remains sound: Memorandum to Viola Lordi from Steve Marshall, a former partner of Viola Lordi's at Wilentz, Goldman & Spitzer P.A., dated March 29, 2006.

The March 29th memorandum requires, however, one important update. The final IRS regulations under Section 415 of the Internal Revenue Code lengthen the time during which certain post-severance payments are taken into account from the 2½-month period under the proposed regulations. The final regulations provide that in order for payments after severance from employment to be treated as compensation within the meaning of Section 415(c)(3), payments made for services provided to a former employer must be made by the later of 2½ months after the severance from employment or the end of the limitation year that includes the date of severance from employment, that is, by December 31 of the year in which the severance from employment occurs.

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

The undersigned agree to the following for their respective parties:.

1. Duration – July 1, 2011 through June 30, 2014.
2. Salaries for the three years shall be as set forth in Attachment A. Each member will receive an annual increase in salary of 2% the first year, 2% the second year, and 2.25% the third year of the contract, as delineated in Attachment A. The minimums and maximums of the salary guide, present salaries aside, will be adjusted so that any newly hired assistant principal's salary is not higher than any building principal's salary.
3. The parties agree to the minimum-maximum salary ranges on Attachment A. The parties agree that Dr. Barberi, Mr. Ventrello and Mr. Magielnicki shall receive the same percentage increase as other members of the unit even though their salaries may exceed the agreed-upon salary ranges for their respective positions.
4. Accumulated sick leave payouts shall be contributed on behalf of a member as a non-elective employer contribution into a Tax Sheltered Annuity (TSA) Plan over the course of one, two, three, four or five years in accordance with New Jersey State Income Tax Regulations and the Internal Revenue Code §403(b). See Article XI.
5. For members employed after September 1, 1993 the sick leave payout cap will be \$10,500. See Article XI.
6. Members of the Monroe Township School Administrators Association who have alternate medical insurance coverage can elect to decline benefits provided by the Monroe Township Board of Education and receive a monetary amount of \$4,000 (four thousand dollars). See Article VIII.
7. National conferences attended will be limited to 12 members per year as stipulated in Article VII. Notwithstanding the foregoing, provisions for participation and reimbursement for expenses will be in accordance with New Jersey Regulations. The Board will reimburse members for expenses and mileage in accordance with New Jersey Regulations. See Article VII.
8. All members of the Monroe Township School Administrators Association who have or will receive their Doctorate degree will be awarded the same credit on the guide as the teachers in the District pursuant to the

MTEA/MTBE Agreement in effect, which is currently \$5,750. See Article XIV.

9. "Me Too" Clause: Unless specifically mentioned in the agreement or contract between the Monroe Township Board of Education and the Monroe Township School Administrators Association, all language and benefits as they may apply shall be identical to those prescribed in the collective negotiations agreement between the Board and the Monroe Township Education Association ("MTEA") presently in effect now and in the future (e.g. health care benefits). See Article XVI.
10. Severability: The parties agree that if any Court or administrative agency declares any portion of this Agreement unenforceable, the remaining portions shall be fully enforceable.

ARTICLE I

MEMBERSHIP

A. Unit Membership

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

B. Definitions

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

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

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Deadline Dates

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

B. Negotiating Team Authority

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

C. Exchange of Information

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

D. Maintaining Current Benefits

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

E. Modification -- Understanding of Parties

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

F. Impasse

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

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

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Any individual employee at any time may present grievances to his employer and have the grievance adjusted, without intervention of the bargaining representative, so long as such adjustment is not inconsistent with the terms of the Agreement.

C. Procedure

1. Informal

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

2. Level One

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

3. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five

(5) school days after presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association may refer it to the Superintendent of Schools.

4. Level Three

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

5. Level Four

- a. If the grievance as defined under I.a. of definition of a grievance and if the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board, the aggrieved person may, within five(s) school days, request in writing that the Association submit his grievance to advisory arbitration. If the Association determines that the grievance is meritorious, it may elect to submit the grievance to arbitration within fifteen (15) school days after receipt of the request from the aggrieved person, but shall first notify the Board of such decision.
- b. The arbitrator shall then be selected under the rules of the Public Employees Relations Commission. (PERC).

6. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
7. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school

year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

8. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, unless it is agreed by the Board to hold the proceedings during working hours.

D. Rights to Representation

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

E. Miscellaneous

1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Superintendent and the Chairperson of the Grievance Committee.
2. Every effort shall be made to resolve all grievances before they reach Level Three.
3. An employee shall continue to perform all assigned duties before and during any grievance procedures initiated, but shall advise his superior that he is performing these duties under protest.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be designed jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. All meetings and hearings under this procedure shall not be conducted in public.
7. Any grievance not filed within the prescribed time limits at any level shall be considered as waived.

8. If a grievance affects one administrator, the Association shall submit such grievance, in writing at the First Level. If a grievance affects a group of administrators in more than one job site, the Association may submit such grievance in writing at the First Level or Second Level, whichever is appropriate.

ARTICLE IV

ASSOCIATION PRIVILEGES AND OBLIGATIONS

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

ARTICLE V

ADMINISTRATOR RIGHTS

- A. Rights and Protection in Representation

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

B. Required Meetings or Hearings

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

ARTICLE VI

EVALUATION

- A. The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his/her superiors respecting the effectiveness of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.
- B. All administrators commencing work before September 30 will be evaluated by the Superintendent of Schools or his/her designee. A written report and conference shall be held no later than fifteen (15) working days following the evaluation. At such time the administrator is entitled to have his/her response to the evaluation heard and appended to the evaluation report. The fifteen day time limit may be extended by mutual consent of both parties.
1. Non-tenured administrators shall receive at least three (3) written evaluations per year, at least one each semester.
 2. Tenured administrators shall receive at least one (1) written evaluation each year.
 3. Evaluation of tenured administrators shall be submitted to the administrators prior to June 15th.
- C. Any changes in the evaluation instrument, or evaluation procedures now being used, will first be discussed with Association representatives.
- D. Each administrator shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an administrator's personnel file without the administrator's knowledge. Further, each administrator shall receive a copy of each written evaluation.

PROMOTIONS AND TRANSFERS

- A. The administrative staff and the Association will be notified of all vacancies which develop in administrative positions.
- B. Administrators desiring a change of employment within the system and who wish to transfer to another building or administrative position shall file a written statement with the Superintendent of Schools by March 1 or such time that an opening arises.
- C. When an involuntary transfer of an administrator is being considered by the Board, every effort shall be made to provide for a smooth transition and to give the administrator the opportunity to become oriented to the new school curriculum, staff, facility and community.

ARTICLE VII

PROFESSIONAL DEVELOPMENT

- A. Professional Dues

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

- B. Conventions, Seminars and Conferences

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

All members of the unit will continue to be permitted to attend the NJPSA annual fall convention with all expenses being paid by the Board, in accordance with New Jersey Regulations as stated above. Members may also attend national conferences. Of the total members in the unit, twelve (12) will be able to attend a national conference annually. Notwithstanding the foregoing, provisions for participation and reimbursement for expenses will be in accordance with New Jersey Regulations. If the Board requires a unit member to attend such a convention, that convention does not count against the number of conventions guaranteed by this Agreement.

- C. Tuition Reimbursement

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

- a. The course must receive the written approval of the Superintendent prior to registration
- b. The unit member must successfully complete the course
- c. The maximum number of credits which may annually be reimbursed is 12
- d. The reimbursement rate shall be at the prevailing State College rate, including Rutgers, per credit hour
- e. Reimbursement covers tuition, required textbooks and supplies

ARTICLE VIII

INSURANCE PROTECTION

All health care insurance policy provisions as specified in the Agreement between the Monroe Township Education Association and the Monroe Township Board of Education covering the period July 1, 2011 to June 30, 2014 shall be provided to the membership of the Monroe Township School Administrators Association. The Board shall pay the premium for each member of the Monroe Township School Administrators Association as defined by the carrier and in cases where appropriate for family plan insurance coverage, upon employee contribution of 1.5% of base salary, through the withholding of the contribution from the pay, salary or other compensation, for medical benefits, pharmaceutical benefits, and other health care benefits in accordance with the requirements of N.J.S.A. 18A:16-17, as that law may be amended from time to time. Coverage shall commence in accordance with the "waiting period": "A period of time which ends on the first day of the calendar month following 30 days of active service."

Exception:

- A. In addition, the Board shall provide for unreimbursed "out of pocket" expenses for an annual physical not to exceed a maximum of \$250,000 annually. Additionally, the Board shall continue the current Disability Insurance plan.
- B. Members of the Association who have alternate medical insurance coverage may elect to decline insurance benefits provided by this Article VIII and receive payment in the amount of \$4,000, which will be prorated over a period of ten (10) months through payroll.

ARTICLE IX

VACATIONS

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

ARTICLE X

LEGAL ASSISTANCE

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

ARTICLE XI

SEPARATION FROM SERVICE

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

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

SL = unused accumulated sick leave

CS = last or highest annual contractual salary under which employed

The above provision applies only to administrators employed prior to September 1, 1993. For all administrators employed after September 1, 1993, the sick leave payment shall be limited to no more than \$10,500 (ten thousand five hundred dollars).

- A. Effective July 1, 2011, accumulated sick leave payouts for members will be treated as a non-elective employer contribution. Upon termination of employment, the lump sum payment described in this Article (see formula/amount above) shall be contributed on behalf of a member as a non-elective employer contribution to a contract the member owns as part of a plan maintained by the Board (TAX DEFERRED ANNUITY PLAN), as described in the Internal Revenue Code §403(b), as such law may change from time to time. The Board and the Association agree that current law provides that non-elective employer contributions do not show up on box one of W-2 forms and are not subject to FICA taxes. The Board and the Association further agree that: (i) a member may not elect to receive, in lieu of such non-elective employer contribution, a cash payment from the Board for supplemental compensation; and (ii) a non-elective employer contribution will not be made on behalf of a member following the month in which such member dies. Contributions to a member's 403(b) account can be made for up to five years after he or she has left service.

- B. A member who dies during his/her term of contract shall have payment for the unused (pro-rated) vacation days given to his/her estate at a rate of 1/240th of his/her last contracted salary.
- C. A member who resigns or retires during the contract year shall receive a pro-rated payment of his/her vacation days at the rate of 1/240th of his/her contracted salary.

ARTICLE XII

ADMINISTRATORS' LEAVE BENEFITS

- 1. All certificated administrators employed on a twelve-month basis shall be granted twelve (12) days sick leave, and three (3) days personal leave per year. Sick leave days and personal days not used during the year shall be accumulative as sick leave days. Other temporary non-accumulative leave of absence with full pay shall be approved each school year as follows:
 - a. Time necessary for appearances in any legal proceeding connected with the administrator's employment, except in the case of the administrator bringing suit against the Board.
 - b. Up to five (5) days at any time in the event of the death of an administrator's spouse, child, parent, brother, sister, parent-in-law, or any other member of the immediate household.
 - c. Up to two (2) days at any one time in the event of the death of an administrator's sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the immediate family.
- 2. The need to overextend any leave shall result in the deduction of 1/240ths of his/her annual salary. However, the Board of Education, upon the recommendation of the Superintendent, at any time may grant leaves without loss of pay.

ARTICLE XIII

LONGEVITY

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

ARTICLE XIV

DOCTORAL DEGREE COMPENSATION

All members of the Association who have or will receive their Doctorate degree during the term of this Agreement from a college or university that has been accredited by an

accrediting agency approved by the United States Department of Education for the area being studied shall receive the same credit on the guide as the teachers in the District pursuant to the MTEA/MTBE Agreement in effect, which is currently \$5,750.

ARTICLE XV

PAYMENT FOR OVERNIGHT EDUCATIONAL PROGRAMS

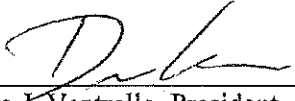
1. Members who participate in overnight education programs with the approval of the Superintendent shall be compensated at the same rate prescribed in the MTEA/MTBE agreement.

ARTICLE XVI

"ME TOO" CLAUSE

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

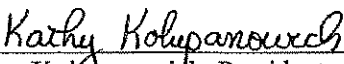
For: Monroe Township School Administrators Association



Dennis J. Ventrello, President

8/16/11
Date

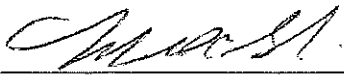
For: Monroe Township Board of Education



Kathy Kolupanowich, President

08/16/11
Date

Attest:



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

8/16/11
Date

Appendix B

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
HS Principal				
Goodall, Robert	145,087.00	147,988.74	150,948.51	154,344.86
MS Principal				
Chanley, Chari	134,494.00	137,183.88	139,927.56	143,075.93
ES Principals				
Alvich, Dori	119,236.00	121,620.72	124,053.13	126,844.33
Barberi, Lynn	133,716.00	136,390.32	139,118.13	142,248.28
Layman, Adam	104,423.00	106,511.46	108,641.69	111,086.13
Ventrello, Dennis	145,205.00	148,109.10	151,071.28	154,470.39
Walker, Dana	118,200.00	120,564.00	122,975.28	125,742.22
HS AP's				
Cernansky, James	104,562.00	106,653.24	108,786.30	111,234.00
Higgins, Kevin	104,562.00	106,653.24	108,786.30	111,234.00
Madreperla, Scott	116,808.00	119,144.16	121,527.04	124,261.40
MS AP's				
Higgins, James	98,211.00	100,175.22	102,178.72	104,477.75
Sidler, Scott	92,801.00	98,362.68	100,329.93	102,587.35
ES AP's				
Magielnicki, Theodore	136,524.00	139,272.84	142,058.30	145,254.61
Mahoney, Erinn	92,239.00	94,083.78	95,965.46	98,124.68
Dir. Pupil Pers				
Ruela, Marietta	118,029.00	120,389.58	122,797.37	125,560.31
K-12 Supervisors	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
Burke, Bonnie	108,201.00	110,365.02	112,572.32	115,105.20
Critelli, Michele	118,096.00	120,457.92	122,867.08	125,631.59
McConnell, Laurie	108,201.00	110,365.02	112,572.32	115,105.20
Mele, Robert	134,151.00	136,834.02	139,570.70	142,711.04
Pepe, Marie	102,450.00	104,499.00	106,588.98	108,987.23
Placenti, Damon	104,039.00	106,119.78	108,242.18	110,677.62
Woodring, Elizabeth	111,678.00	113,911.56	116,189.79	118,804.06

HS Principal		<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
	Minimum	113,552.00	115,823.04	118,139.50	120,797.64
	Maximum	154,269.00	157,354.38	160,501.47	164,112.75
MS Principal					
	Minimum	108,987.00	111,166.74	113,390.07	115,941.35
	Maximum	144,649.00	147,541.98	150,492.82	153,878.91
Elem. Principal					
	Minimum	104,423.00	106,511.46	108,641.69	111,086.13
	Maximum	139,918.00	142,716.36	145,570.69	148,846.03
HS Assistant Prin					
	Minimum	104,562.00	102,653.24	104,706.30	107,062.19
	Maximum	138,325.00	141,091.50	143,913.33	147,151.38
MS Assistant Prin					
	Minimum	96,434.00	98,362.68	100,329.93	102,587.36
	Maximum	127,082.00	129,623.64	132,216.11	135,190.98
Elem Assistant Prin					
	Minimum	85,000.00	92,700.00	94,554.00	96,681.46
	Maximum	113,119.00	115,381.38	117,689.01	120,337.01
K-12 Supervisors					
	Minimum	100,190.00	102,193.80	104,237.68	106,583.02
	Maximum	135,866.00	138,583.32	141,354.99	144,535.47

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
Longevity	15 years = \$1405 20 years = \$1705 25 years = \$2380 30 years = \$2865	As negotiated between the Board and MTEA		
Doctorate	\$5750			

MONROE TOWNSHIP
BOARD OF EDUCATION

By: Kathy Kolupanowich
Kathy Kolupanowich, President

Date: 08/16/11

MONROE TOWNSHIP SCHOOL
ADMINISTRATORS ASSOCIATION

By: Dennis J. Ventrello
Dennis J. Ventrello, President

Date: 8/16/11

ATTEST:

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

Date: 8/16/11

WITNESS:

By: Michael C. Gorski
_____, Title

Date: 8/16/11

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

The undersigned agree to the following for their respective parties:

1. Duration – July 1, 2014 through June 30, 2017.
2. Salaries for the three years shall be as set forth in Appendix A. Each member will receive an annual increase in salary of 2.25% the first year, 2% the second year, and 2% the third year of the contract, as delineated in Appendix A. The minimums and maximums of the salary guide will be frozen. It is understood that Mr. Ventrello and Mr. Mele are exempt from the minimum and maximum guide.
3. Accumulated sick leave payouts shall be contributed on behalf of a member as a non-elective employer contribution into a Tax Sheltered Annuity (TSA) Plan over the course of one, two, three, four or five years in accordance with New Jersey State Income Tax Regulations and the Internal Revenue Code §403(b). See Article XI.
4. For members employed after September 1, 1993 the sick leave payout cap will be \$14,000. See Article XI.
5. Members of the Monroe Township School Administrators Association who have alternate medical insurance coverage can elect to decline benefits provided by the Monroe Township Board of Education and receive a monetary amount of \$4,000 (four thousand dollars). See Article VIII.
6. National conferences attended by members of the Monroe Township School Administrators Association will be limited to an aggregate annual total maximum number of 5. Notwithstanding the foregoing, provisions for participation and reimbursement for expenses will be in accordance with New Jersey Regulations. The Board will reimburse members for expenses and mileage in accordance with New Jersey Regulations. See Article VII.
7. All members of the Monroe Township School Administrators Association who have or will receive their Doctorate degree will be awarded the same credit on the guide as the teachers in the District pursuant to the MTEA/MTBE Agreement in effect, which is currently \$5,750. See Article XIV.

8. Tuition Reimbursement – Doctorate Degree:

- (a) For all new members of the Monroe Township School Administrators Association entering the Association during the term of this Agreement, two years of service will be required from the last date of tuition reimbursement after earning their degree. In the event that the member has a break in service from the Monroe Township School District before the two years of service has been completed, the member will be required to reimburse the Board for the last two years of tuition reimbursement the member received.
- (b) For all members of the Monroe Township School Administrators Association who are employed at the commencement of this Agreement and have not completed their degree at that time, one year of service will be required from the last date of tuition reimbursement after earning their degree. In the event that the member has a break in service from the Monroe Township School District before the one year of service has been completed, the member will be required to reimburse the Board for the last year of tuition reimbursement the member received.
- (c) For all members of the Monroe Township School Administrators Association who are employed at the commencement of this Agreement and who have completed their degree at that time, no service requirement is required.

9. “Me Too” Clause: Unless specifically mentioned in the agreement or contract between the Monroe Township Board of Education and the Monroe Township School Administrators Association, all language and benefits as they may apply shall be identical to those prescribed in the collective negotiations agreement between the Board and the Monroe Township Education Association (“MTEA”) presently in effect now and in the future (e.g. health care benefits). See Article XVI.

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

ARTICLE I

MEMBERSHIP

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Monroe Township Board of Education recognizes the Monroe Township School Administrators’ Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for district leadership personnel who are required to hold an

administrative certificate for their position. This shall include Principals, Assistant (Vice) Principals, District Supervisors and Director of Pupil Personnel Services; it shall specifically exclude Superintendent of Schools, Assistant Superintendent of Schools, Administrative Assistant, and Board Secretary/Business Administrator.

B. Definitions

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

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

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Deadline Dates

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

B. Negotiating Team Authority

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

C. Exchange of Information

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

D. Maintaining Current Benefits

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

E. Modification – Understanding of Parties

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

F. Impasse

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

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

B. Purpose

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

employer and have the grievance adjusted, without intervention of the bargaining representative, so long as such adjustment is not inconsistent with the terms of the Agreement.

C. Procedure

1. Informal

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

2. Level One

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

3. Level Two

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

4. Level Three

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

5. Level Four

- a. If the grievance as defined under 1.a. of definition of a grievance and if the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board, the aggrieved person may, within five(s) school days, request in writing that the Association submit his grievance to advisory arbitration. If the Association determines that the grievance is meritorious, it may elect to submit the grievance to arbitration within fifteen (15) school days after receipt of the request from the aggrieved person, but shall first notify the Board of such decision.
- b. The arbitrator shall then be selected under the rules of the Public Employees Relations Commission. (PERC).

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

D. Rights to Representation

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

E. Miscellaneous

1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and

shall be transmitted promptly to all parties in interest and to the Superintendent and the Chairperson of the Grievance Committee.

2. Every effort shall be made to resolve all grievances before they reach Level Three.
3. An employee shall continue to perform all assigned duties before and during any grievance procedures initiated, but shall advise his superior that he is performing these duties under protest.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be designed jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. All meetings and hearings under this procedure shall not be conducted in public.
7. Any grievance not filed within the prescribed time limits at any level shall be considered as waived.
8. If a grievance affects one administrator, the Association shall submit such grievance, in writing at the First Level. If a grievance affects a group of administrators in more than one job site, the Association may submit such grievance in writing at the First Level or Second Level, whichever is appropriate.

ARTICLE IV

ASSOCIATION PRIVILEGES AND OBLIGATIONS

- A. Representatives of the Association, the NJPSA, NASSP and NAESP shall be permitted to transact official Association business on school property with the approval of the Superintendent.
- B. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings with prior approval from the office of the Superintendent.
- C. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board if such supplies and materials are available.

- D. For purposes of processing grievances and negotiations, the Association shall, upon request, have access to data in the public domain.
- E. Association representatives shall suffer no loss of pay for mutually scheduled hearings, etc.
- F. The Association shall be able to utilize the regular inter-school or intra-school methods of communications or distribution of materials for Association business with the understanding that such usage be judicious and not bear any burden on the school system.

ARTICLE V

ADMINISTRATOR RIGHTS

A. Rights and Protection in Representation

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

B. Required Meetings or Hearings

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

ARTICLE VI

EVALUATION

- A. The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his/her superiors respecting the effectiveness of his/her performance and that, further, ~~he/she is entitled to receive such recommendations that will assist him/her in~~ increasing the effectiveness of his/her performance.
- B. All administrators commencing work before September 30 will be evaluated by the Superintendent of Schools or his/her designee in accordance with law. A

written report and conference shall be held no later than ten (10) working days following the evaluation. At such time the administrator is entitled to have his/her response to the evaluation heard and appended to the evaluation report. The ten day time limit may be extended by mutual consent of both parties.

1. Administrators shall have three observations each year, as required by law.
 2. Evaluation of tenured administrators shall be submitted to the administrators prior to June 15th.
- C. Any changes in the evaluation instrument, or evaluation procedures now being used, ~~will first be discussed with Association representatives.~~
-
- D. Each administrator shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an administrator's personnel file without the administrator's knowledge. Further, each administrator shall receive a copy of each written evaluation.

PROMOTIONS AND TRANSFERS

- A. The administrative staff and the Association will be notified of all vacancies which develop in administrative positions.
- B. Administrators desiring a change of employment within the system and who wish to transfer to another building or administrative position shall file a written statement with the Superintendent of Schools by March 1 or such time that an opening arises.
- C. When an involuntary transfer of an administrator is being considered by the Board, every effort shall be made to provide for a smooth transition and to give the administrator the opportunity to become oriented to the new school curriculum, staff, facility and community.

ARTICLE VII

PROFESSIONAL DEVELOPMENT

- A. Professional Dues

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

- B. Conventions, Seminars and Conferences

With the approval of the Superintendent, administrators and district supervisors will be permitted to attend professional seminars, conferences and conventions

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

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

C. Tuition Reimbursement

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

- a. The course must receive the written approval of the Superintendent prior to registration.
- b. The unit member must successfully complete the course.
- c. The maximum number of credits which may annually be reimbursed is 12.
- d. The reimbursement rate shall be at the prevailing State College rate, including Rutgers, per credit hour.
- e. Reimbursement covers tuition, required textbooks and supplies.
- f. For all new members of the Monroe Township School Administrators Association entering the Association during the term of this Agreement, two years of service will be required from the last date of tuition reimbursement after earning their degree. In the event that the member has a break in service from the Monroe Township School District before the two years of service has been completed, the member will be required to reimburse the Board for the last two years of tuition reimbursement the member received.
- g. For all members of the Monroe Township School Administrators Association who are employed at the commencement of this Agreement and have not completed their degree at that time, one year of service will be required from the last date of tuition reimbursement after earning their degree. In the event that the member has a break in service from the Monroe Township School District before the one year of service has been

completed, the member will be required to reimburse the Board for the last year of tuition reimbursement the member received.

- h. For all members of the Monroe Township School Administrators Association who are employed at the commencement of this Agreement and who have completed their degree at that time, no service requirement is required.

ARTICLE VIII

INSURANCE PROTECTION

All health care insurance policy provisions as specified in the Agreement between the Monroe Township Education Association and the Monroe Township Board of Education covering the period July 1, 2014 to June 30, 2017 shall be provided to the membership of the Monroe Township School Administrators Association. The Board shall pay the premium for each member of the Monroe Township School Administrators Association as defined by the carrier and in cases where appropriate for family plan insurance coverage, upon employee contribution of 1.5% of base salary, through the withholding of the contribution from the pay, salary or other compensation, for medical benefits, pharmaceutical benefits, and other health care benefits in accordance with the requirements of N.J.S.A. 18A:16-17, as that law may be amended from time to time. Coverage shall commence in accordance with the "waiting period": "A period of time which ends on the first day of the calendar month following 30 days of active service."

Exception:

- A. In addition, the Board shall provide for unreimbursed "out of pocket" expenses for an annual physical not to exceed a maximum of \$250.000 annually. Additionally, the Board shall continue the current Disability Insurance plan.
- B. Members of the Association who have alternate medical insurance coverage may elect to decline insurance benefits provided by this Article VIII and receive payment in the amount of \$4,000, which will be prorated over a period of ten (10) months through payroll.

ARTICLE IX

VACATIONS

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

ARTICLE X

LEGAL ASSISTANCE

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

ARTICLE XI

SEPARATION FROM SERVICE

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

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

SL = unused accumulated sick leave

CS = last or highest annual contractual salary under which employed

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

- A. Effective July 1, 2014, accumulated sick leave payouts for members will be treated as a non-elective employer contribution. Upon termination of employment, the lump sum payment described in this Article (see formula/amount above) shall be contributed on behalf of a member as a non-elective employer contribution to a contract the member owns as part of a plan maintained by the Board (TAX DEFERRED ANNUITY PLAN), as described in the Internal Revenue Code §403(b), as such law may change from time to time. The Board and the Association agree that current law provides that non-elective employer contributions do not show up on box one of W-2 forms and are not subject to FICA taxes. The Board and the Association further agree that: (i) a member may not elect to receive, in lieu of such non-elective employer contribution, a cash payment from the Board for supplemental compensation; and (ii) a non-elective employer contribution will not be made on behalf of a member following the month in which such member dies. Contributions to a member's 403(b) account can be made for up to five years after he or she has left service.
- B. A member who dies during his/her term of contract shall have payment for the unused (pro-rated) vacation days given to his/her estate at a rate of 1/240th of his/her last contracted salary.
- C. A member who resigns or retires during the contract year shall receive a pro-rated payment of his/her vacation days at the rate of 1/240th of his/her contracted salary.

ARTICLE XII

ADMINISTRATORS' LEAVE BENEFITS

1. All certificated administrators employed on a twelve-month basis shall be granted twelve (12) days sick leave, and three (3) days personal leave per year. Sick leave days and personal days not used during the year shall be accumulative as sick leave days. Other temporary non-accumulative leave of absence with full pay shall be approved each school year as follows:
 - a. Time necessary for appearances in any legal proceeding connected with ~~the administrator's employment, except in the case of the administrator~~ bringing suit against the Board.
 - b. Up to five (5) days at any time in the event of the death of an administrator's spouse, child, parent, brother, sister, parent-in-law, or any other member of the immediate household.
 - c. Up to two (2) days at any one time in the event of the death of an administrator's sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the immediate family.
2. The need to overextend any leave shall result in the deduction of 1/240ths of his/her annual salary. However, the Board of Education, upon the recommendation of the Superintendent, at any time may grant leaves without loss of pay.

ARTICLE XIII

LONGEVITY

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

ARTICLE XIV

DOCTORAL DEGREE COMPENSATION

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

ARTICLE XV

PAYMENT FOR OVERNIGHT EDUCATIONAL PROGRAMS

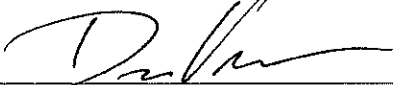
1. Members who participate in overnight education programs with the approval of the Superintendent shall be compensated at the same rate prescribed in the MTEA/MTBE agreement.

ARTICLE XVI

~~"ME-TOO" CLAUSE~~

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

For: Monroe Township School Administrators Association


Dennis J. Ventrello, President

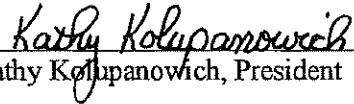
12/19/13
Date

Witness:



12/19/13
Date

For: Monroe Township Board of Education


Kathy Kolupanowich, President

12/19/13
Date

Attest:


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

12/19/13
Date

Appendix A

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
HS Principal				
Goodall, Robert	154,345.00	157,817.76	160,974.12	164,193.60
MS Principal				
Chanley, Chari	143,076.00	146,295.21	149,221.11	152,205.54
ES Principals				
Alvich, Dori	126,844.00	129,697.99	132,291.95	134,937.79
Barberj, Lynn	142,248.00	145,448.58	148,357.55	151,324.70
Dinsmore, Patricia	111,086.00	113,585.44	115,857.14	118,174.29
Layman, Adam	111,086.00	113,585.44	115,857.14	118,174.29
Mahoney, Erinn	111,086.00	113,585.44	115,857.14	118,174.29
Ventrello, Dennis	154,470.00	157,945.58	161,104.49	164,326.58
HS AP's				
Cemansky, James	111,234.00	113,736.77	116,011.50	118,331.73
Higgins, Kevin	111,234.00	113,736.77	116,011.50	118,331.73
Madreperla, Scott	124,261.00	127,056.87	129,598.01	132,189.97
MS AP's				
Higgins, James	104,478.00	106,828.76	108,965.33	111,144.64
Sidler, Scott	102,587.00	104,895.21	106,993.11	109,132.97
ES AP's				
Amendola, Pamela	94,554.00	96,681.47	98,615.09	100,587.40
Pepe, Antonio	96,681.00	98,856.32	100,833.45	102,850.12
Dir. Pupil Pers				
Ruela, Marietta	125,560.00	128,385.10	130,952.80	133,571.86
K-12 Supervisors				
Beyer, Gregor	117,408.00	120,049.68	122,450.67	124,899.69
Casaleto, Bonnie	115,105.00	117,694.86	120,048.76	122,449.73
Critelli, Michele	125,632.00	128,458.72	131,027.89	133,648.45
Gasko, Susan	106,583.00	108,981.12	111,160.74	113,383.95
McConnell, Laurie	115,105.00	117,694.86	120,048.76	122,449.73
Mele, Robert	142,711.00	145,922.00	148,840.44	151,817.25
Pepe, Marie	108,987.00	111,439.21	113,667.99	115,941.35
Roselle, Kelly	106,583.02	108,981.14	111,160.76	113,383.98

HS Principal	2013-14	2014-15	2015-16	2016-17
Minimum	120,797.64	120,797.64	120,797.64	120,797.64
Maximum	164,112.75	164,112.75	164,112.75	164,112.75

MS Principal	2013-14	2014-15	2015-16	2016-17
Minimum	115,941.35	115,941.35	115,941.35	115,941.35
Maximum	153,878.91	153,878.91	153,878.91	153,878.91

Elem. Principal	2013-14	2014-15	2015-16	2016-17
Minimum	111,086.13	111,086.13	111,086.13	111,086.13
Maximum	148,846.03	148,846.03	148,846.03	148,846.03

HS Assistant Prin	2013-14	2014-15	2015-16	2016-17
Minimum	107,062.19	107,062.19	107,062.19	107,062.19
Maximum	147,151.38	147,151.38	147,151.38	147,151.38

MS Assistant Prin	2013-14	2014-15	2015-16	2016-17
Minimum	102,587.36	102,587.36	102,587.36	102,587.36
Maximum	135,190.98	135,190.98	135,190.98	135,190.98

Elem Assistant Prin	2013-14	2014-15	2015-16	2016-17
Minimum	96,681.46	96,681.46	96,681.46	96,681.46
Maximum	120,337.01	120,337.01	120,337.01	120,337.01

K-12 Supervisors	2013-14	2014-15	2015-16	2016-17
Minimum	106,583.02	106,583.02	106,583.02	106,583.02
Maximum	144,535.47	144,535.47	144,535.47	144,535.47

	2013-14	2014-15	2015-16	2016-17
Longevity	15 years = \$1405 20 years = \$1705 25 years = \$2380 30 years = \$2865	As negotiated between the Board and MTEA		
Doctorate	\$5750			

MONROE TOWNSHIP
BOARD OF EDUCATION

By: Kathy Kolupanowich
Kathy Kolupanowich, President

Date: 12/19/13

MONROE TOWNSHIP SCHOOL
ADMINISTRATORS ASSOCIATION

By: Dennis J. Ventrello
Dennis J. Ventrello, President

Date: 12/19/13

ATTEST:

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

Date: 12/19/13

WITNESS:

By: [Signature]

Date: 12/19/13

		2.25%	2.00%	2.00%
Name	13-14 Salary	14-15 salary	15-16 salary	16-17 salary
Alvich	\$126,844.00	\$ 129,697.99	\$ 132,291.95	\$ 134,937.79
Amendola	\$94,554.00	\$ 96,681.47	\$ 98,615.09	\$ 100,587.40
Barberi	\$142,248.00	\$ 145,448.58	\$ 148,357.55	\$ 151,324.70
Beyer	\$117,408.00	\$ 120,049.68	\$ 122,450.67	\$ 124,899.69
Casaleto, B	\$115,105.00	\$ 117,694.86	\$ 120,048.76	\$ 122,449.73
Cernansky	\$111,234.00	\$ 113,736.77	\$ 116,011.50	\$ 118,331.73
Chanley	\$143,076.00	\$ 146,295.21	\$ 149,221.11	\$ 152,205.54
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Dinsmore	\$111,086.00	\$ 113,585.44	\$ 115,857.14	\$ 118,174.29
Gasko	\$106,583.00	\$ 108,981.12	\$ 111,160.74	\$ 113,383.95
Goodall	\$154,345.00	\$ 157,817.76	\$ 160,974.12	\$ 164,193.60
Higgins, J	\$104,478.00	\$ 106,828.76	\$ 108,965.33	\$ 111,144.64
Higgins, K	\$111,234.00	\$ 113,736.77	\$ 116,011.50	\$ 118,331.73
Layman	\$111,086.00	\$ 113,585.44	\$ 115,857.14	\$ 118,174.29
Madreperla	\$124,261.00	\$ 127,056.87	\$ 129,598.01	\$ 132,189.97
Mahoney	\$111,086.00	\$ 113,585.44	\$ 115,857.14	\$ 118,174.29
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Mele	\$142,711.00	\$ 145,922.00	\$ 148,840.44	\$ 151,817.25
Pepe, A	\$96,681.00	\$ 98,856.32	\$ 100,833.45	\$ 102,850.12
Pepe, M	\$108,987.00	\$ 111,439.21	\$ 113,667.99	\$ 115,941.35
Roselle, K	\$106,583.02	\$ 108,981.14	\$ 111,160.76	\$ 113,383.98
Ruela	\$125,560.00	\$ 128,385.10	\$ 130,952.80	\$ 133,571.86
Sidler	\$102,587.00	\$ 104,895.21	\$ 106,993.11	\$ 109,132.97
Ventrello	\$154,470.00	\$ 157,945.58	\$ 161,104.49	\$ 164,326.58
TOTALS	\$2,862,944.02	\$2,927,360.26	\$2,985,907.47	\$3,045,625.61

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

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

ARTICLE I

MEMBERSHIP

A. Unit Membership

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

B. Definitions

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

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

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Deadline Dates

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

B. Negotiating Team Authority

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

C. Exchange of Information

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

D. Maintaining Current Benefits

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

E. Modification -- Understanding of Parties

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

F. Impasse

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

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

B. Purpose

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

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

C. Procedure

1. Informal

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

2. Level One

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

3. Level Two

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

4. Level Three

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

5. Level Four

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

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

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

D. Rights to Representation

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

E. Miscellaneous

1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Superintendent and the Chairperson of the Grievance Committee.
2. Every effort shall be made to resolve all grievances before they reach Level Three.
3. An employee shall continue to perform all assigned duties before and during any grievance procedures initiated, but shall advise his superior that he is performing these duties under protest.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be designed jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

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

ARTICLE IV

ASSOCIATION PRIVILEGES AND OBLIGATIONS

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

ARTICLE V

ADMINISTRATOR RIGHTS

- A. Rights and Protection in Representation

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

B. Required Meetings or Hearings

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

ARTICLE VI

EVALUATION

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

PROMOTIONS AND TRANSFERS

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

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

ARTICLE VII

PROFESSIONAL DEVELOPMENT

A. Professional Dues

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

B. Conventions, Seminars and Conferences

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

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

C. Tuition Reimbursement

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

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

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

ARTICLE VIII

INSURANCE PROTECTION

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

In addition, the Board shall provide for unreimbursed "out of pocket" expenses for an annual physical not to exceed a maximum of \$250.000 annually. Additionally, the Board shall continue the current Disability Insurance plan.

ARTICLE IX

VACATIONS

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

ARTICLE X

LEGAL ASSISTANCE

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

ARTICLE XI

SEPARATION FROM SERVICE

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

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

SL = unused accumulated sick leave

CS = last or highest annual contractual salary under which employed

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

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

ARTICLE XII

ADMINISTRATORS' LEAVE BENEFITS

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

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

ARTICLE XIII

LONGEVITY

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

ARTICLE XIV

DOCTORAL DEGREE AND MA+30 COMPENSATION

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

ARTICLE XV

PAYMENT FOR OVERNIGHT EDUCATIONAL PROGRAMS

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

ARTICLE XVI

"ME TOO" CLAUSE

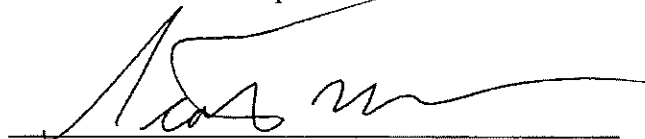
Unless specifically mentioned in this Agreement, all language and benefits as they may apply shall be identical to those prescribed in the MTEA/MTBE agreement presently in effect now and in the future (e.g. health care benefits).

ARTICLE XVII

SEVERABILITY

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

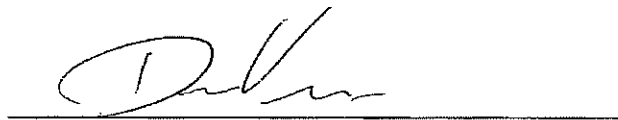
For: Monroe Township School Administrators Association



Scott Madreperla, President

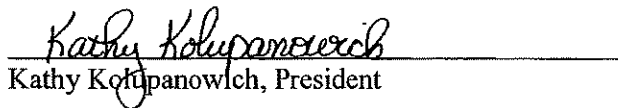
3/24/17
Date

Witness:



3/24/17
Date

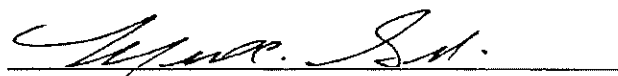
For: Monroe Township Board of Education



Kathy Kotupanowich, President

3/29/17
Date

Attest:



Michael C. Gorski, CPA
Business Administrator/Board Secretary

3/29/17
Date

Appendix A

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

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

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

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

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

MONROE TOWNSHIP
BOARD OF EDUCATION

MONROE TOWNSHIP SCHOOL
ADMINISTRATORS ASSOCIATION

By: Kathy Kolupanowich
Kathy Kolupanowich, President

By: Scott Madreperla
Scott Madreperla, President

Date: 03/29/17

Date: 3/24/17

ATTEST:

WITNESS:

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

By: D. V.

Date: 3/29/17

Date: 3/24/17

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

Covering the Period
July 1, 2020 through June 30, 2023

ARTICLE I

MEMBERSHIP

A. Unit Membership

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

B. Definitions

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

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

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Deadline Dates

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

B. Negotiating Team Authority

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider

proposals, and make counter proposals in the course of negotiations within the predetermined limits prescribed by the respective parties. The total tentative agreement reached between negotiating committees by the Board and the Association shall be subject to ratification by the full membership of the Association and approved by the full Board of Education.

C. Exchange of Information

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

D. Maintaining Current Benefits

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

E. Modification -- Understanding of Parties

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

F. Impasse

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1. A grievance is a claim involving the terms and conditions of employment by an employee or his representative that he has suffered harm by the interpretation, application or violation of this Agreement affecting him.

2. An “aggrieved person” is the person or persons making the claim.
3. A “party in interest” is the person or persons making the appeal and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Any individual employee at any time may present grievances to his employer and have the grievance adjusted, without intervention of the bargaining representative, so long as such adjustment is not inconsistent with the terms of the Agreement.

C. Procedure

1. Informal

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

2. Level One

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

3. Level Two

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

4. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after the decision by the Superintendent or fifteen (15) school days after the

grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education. If the Association determines that the grievance is meritorious, it may submit the grievance to the Board of Education within fifteen (15) school days after the receipt of a request by the aggrieved person. A complaint of a non-tenured employee which arises by a reason of his not being reemployed shall not be carried beyond Level Three of the grievance procedure.

5. Level Four

- a. If the grievance as defined under 1.a. of definition of a grievance and if the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board, the aggrieved person may, within five (5) school days, request in writing that the Association submit his grievance to advisory arbitration. If the Association determines that the grievance is meritorious, it may elect to submit the grievance to arbitration within fifteen (15) school days after receipt of the request from the aggrieved person, but shall first notify the Board of such decision.
- b. The arbitrator shall then be selected under the rules of the Public Employees Relations Commission. (PERC).

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

D. Rights to Representation

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

E. Miscellaneous

1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and shall be transmitted promptly to all parties in interest and to the Superintendent and the Chairperson of the Grievance Committee.
2. Every effort shall be made to resolve all grievances before they reach Level Three.
3. An employee shall continue to perform all assigned duties before and during any grievance procedures initiated, but shall advise his superior that he is performing these duties under protest.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be designed jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. All meetings and hearings under this procedure shall not be conducted in public.
7. Any grievance not filed within the prescribed time limits at any level shall be considered as waived.
8. If a grievance affects one administrator, the Association shall submit such grievance, in writing at the First Level. If a grievance affects a group of administrators in more than one job site, the Association may submit such grievance in writing at the First Level or Second Level, whichever is appropriate.

ARTICLE IV

ASSOCIATION PRIVILEGES AND OBLIGATIONS

- A. Representatives of the Association, the NJPSA, NASSP and NAESP shall be permitted to transact official Association business on school property with the approval of the Superintendent.
- B. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings with prior approval from the office of the Superintendent.
- C. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board if such supplies and materials are available.

- D. For purposes of processing grievances and negotiations, the Association shall, upon request, have access to data in the public domain.
- E. Association representatives shall suffer no loss of pay for mutually scheduled hearings, etc.
- F. The Association shall be able to utilize the regular inter-school or intra-school methods of communications or distribution of materials for Association business with the understanding that such usage be judicious and not bear any burden on the school system.

ARTICLE V

ADMINISTRATOR RIGHTS

A. Rights and Protection in Representation

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

B. Required Meetings or Hearings

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

ARTICLE VI

EVALUATION

- A. The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his/her superiors respecting the effectiveness of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.
- B. All administrators commencing work before September 30 will be evaluated by the Superintendent of Schools or his/her designee in accordance with law. A written report and conference shall be held no later than ten (10) working days following the evaluation. At such time the administrator is entitled to have his/her response to the evaluation heard and

appended to the evaluation report. The ten day time limit may be extended by mutual consent of both parties.

1. Administrators shall have observations each year, as required by law.
 2. Evaluation of tenured administrators shall be submitted to the administrators prior to June 15th.
- C. Any changes in the evaluation instrument, or evaluation procedures now being used, will first be discussed with Association representatives.
- D. Each administrator shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an administrator's personnel file without the administrator's knowledge. Further, each administrator shall receive a copy of each written evaluation.

PROMOTIONS AND TRANSFERS

- A. The administrative staff and the Association will be notified of all vacancies which develop in administrative positions.
- B. Administrators desiring a change of employment within the system and who wish to transfer to another building or administrative position shall file a written statement with the Superintendent of Schools by March 1 or such time that an opening arises.
- C. When an involuntary transfer of an administrator is being considered by the Board, every effort shall be made to provide for a smooth transition and to give the administrator the opportunity to become oriented to the new school curriculum, staff, facility and community.

ARTICLE VII

PROFESSIONAL DEVELOPMENT

- A. Professional Dues

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

- B. Conventions, Seminars and Conferences

With the approval of the Superintendent, administrators and district supervisors will be permitted to attend professional seminars, conferences and conventions which have for their theme subjects of interest to the professional progress of our schools. Administrators and district supervisors who attend these functions shall be reimbursed by the Board for

expenses and mileage in accordance with New Jersey Regulations as related to A5 Chapter 53 and OMB circulars.

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

C. Tuition Reimbursement

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

- a. The course must receive the written approval of the Superintendent prior to registration.
- b. The unit member must successfully complete the course.
- c. The maximum number of credits which may annually be reimbursed is 12.
- d. The reimbursement rate shall be at the prevailing State College rate, including Rutgers, per credit hour.
- e. Reimbursement covers tuition, required textbooks and supplies.
- f. Members of the Monroe Township School Administrators Association shall not be reimbursed for courses/programs taken unless they agree, in writing, that they are required to reimburse the Board 100% of the tuition reimbursement they are to receive in the event they fail to remain employed by the Board for two (2) years following the completion of the courses/programs for which they are receiving reimbursement.

ARTICLE VIII

INSURANCE PROTECTION

- A. The Board shall provide the health-care insurance protection designated below. The District will make the Aetna Open Access Managed Choice POS (Formerly PPO), Open Access Managed Choice POS (Formerly Direct Access) and Open Access Elect Choice (Formerly Advantage EPO) plans available to all unit members on a voluntary basis. The Board shall pay the full premium for each employee as defined by carrier and in cases

where appropriate for family-plan, registered domestic partnership, or civil union insurance coverage subject to the following exceptions/conditions. A member may enroll in any insurance plan during an open enrollment period.

1. New hires temporarily replacing people on medical, maternity and/or other leaves shall be given individual employee health coverage in accordance with a waiting period which shall be defined as a period of time which ends on the first day of the calendar month following 30 days of active service. However, such employees will be allowed to receive spouse, family, registered domestic partner, or civil union coverage by contributing for that portion of the premium coverage.
 2. All employees shall be eligible for individual or family health coverage subject to payment of premiums by the Board. Employees are responsible for premium contributions as set forth in Paragraph H. below.
 3. For each full time employee as defined by carrier who is in the employ of the Board, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.
 4. Employees shall be eligible to receive vision benefits as set forth in the VSP Choice Plan in effect on August 19, 2011. Employees are responsible for premium contributions as set forth in Paragraph H. below.
 5. Provisions of the health care insurance program shall be detailed in master policies and contracts provided by the health care carrier. The plan benefits shall include oral contraceptives, individual dental maximum per year is \$2000, and orthodontic benefits up to \$1000 per person (this is a lifetime benefit).
- B. The prescription co-pay for 2020-2021, 2021-2022, and 2022-2023 will be \$15.00 for generic and \$25.00 for brand name prescriptions (one (1) month supply); Mail Order: \$0 for generic and \$10.00 for brand name prescriptions (three (3) months supply).
- C.
1. Single employee medical deductible shall be \$150 per year.
 2. Full family, registered domestic partner, or civil union medical deductible shall be \$300 per year.
 3. Co-Insurance: Remains at 80% of \$2500.
- D. Employee Dental
- Single deductible \$50, Family, registered domestic partner, or civil union deductible \$100. The employee dental plan shall be 80/20.

- E. The Board shall establish a Section 125 Plan and bear the cost of the administration of the Section 125 Plan.
- F. The Board shall offer an annual payment for “opt-out” for all medical benefits as follows: \$4,000.00 for family coverage opt-out and \$2,500.00 for single coverage opt-out. For the purposes of this Agreement “opt-out” means the employee waives all health insurance coverage provided by the Board.
- G. The Board shall offer an annual payment for “opt-down” for employees who select either the Open Access Managed Choice POS (Formerly Direct Access) or the Open Access Elect Choice (Formerly Advantage EPO) plan as their insurance plan rather than the Aetna Open Access Managed Choice POS (Formerly PPO) plan, as follows:

Open Access Managed Choice POS
(Formerly Direct Access) Plan:

\$1,100.00 for family coverage opt-down
and \$550.00 for single coverage opt-down.

Open Access Elect Choice
(Formerly Advantage EPO) Plan:

\$2,200.00 for family coverage opt-down
and \$1,100.00 for single coverage opt-down.

This annual opt-down payment shall be made to employees on a prorated basis for the months the employee has opted down from the Aetna Open Access Managed Choice POS (Formerly PPO) plan to a less expensive plan option offered by the Board.

- H. Employees shall contribute an amount toward payment of premiums at the rates set forth in tier four of P.L. 2011, Chapter 78, reduced by 20%. For example, if an employee is currently paying at a rate of 35% of the cost of premium for family insurance benefits, a 20% reduction would result in a new rate of 28% for that employee.
- I. The Board shall provide for unreimbursed “out of pocket” expenses for an annual physical not to exceed a maximum of \$250.000 annually. Additionally, the Board shall continue the current Disability Insurance plan.

ARTICLE IX

VACATIONS

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

ARTICLE X

LEGAL ASSISTANCE

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

ARTICLE XI

SEPARATION FROM SERVICE

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

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

SL = unused accumulated sick leave

CS = last or highest annual contractual salary under which employed

The above provision applies only to administrators employed prior to September 1, 1993. For tenured administrators employed after September 1, 1993 and through June 30, 2011, the sick leave payment shall be calculated as set forth above, but shall be limited to no more than \$14,000 (fourteen thousand dollars). For tenured administrators employed after June 30, 2011, the sick leave payment shall be calculated as set forth above, but shall be limited to no more than \$14,000 (fourteen thousand dollars) and shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based on the leave credited on the date of retirement.

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

- C. A member who resigns or retires during the contract year shall receive a pro-rated payment of his/her vacation days at the rate of 1/240th of his/her contracted salary.

ARTICLE XII

ADMINISTRATORS' LEAVE BENEFITS

1. All certificated administrators employed on a twelve-month basis shall be granted twelve (12) days sick leave, and three (3) days personal leave per year. Sick leave days and personal days not used during the year shall be accumulative as sick leave days. Other temporary non-accumulative leave of absence with full pay shall be approved each school year as follows:
 - a. Time necessary for appearances in any legal proceeding connected with the administrator's employment, except in the case of the administrator bringing suit against the Board.
 - b. Up to five (5) days at any time in the event of the death of an administrator's spouse, child, parent, brother, sister or parent-in-law.
 - c. Up to two (2) days at any one time in the event of the death of an administrator's sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other member of the immediate family living in the administrator's home.
 - d. Bereavement leave of absence shall be taken commensurate to the time of death of the relative and it must begin prior to or on the day of interment of the relative, unless interment occurs during a school recess. Bereavement leave of absence must be taken on consecutive workdays, except when it is taken on non-consecutive workdays between death and interment of the relative. A bereavement leave of absence which is begun prior to a school recess shall not continue after the school recess. For this purpose, a school recess shall be defined as a period of at least one week during which school is in recess. There is no allowance for bereavement leave if the employee is already out on paid or unpaid leave.
 - e. Additional bereavement leave may be granted at the discretion of the Superintendent.
2. The need to overextend any leave shall result in the deduction of 1/240ths of his/her annual salary. However, the Board of Education, upon the recommendation of the Superintendent, at any time may grant leaves without loss of pay.

ARTICLE XIII

LONGEVITY

Members shall be entitled to longevity benefits, as follows:

2020-2023

15 or more consecutive years	\$1,405
20 or more consecutive years	\$1,705
25 or more consecutive years	\$2,380
30 or more consecutive years	\$2,865

Longevity shown is placed above the salary amount.

ARTICLE XIV

DOCTORAL DEGREE AND MA+30 COMPENSATION

All members of the Association who have earned or will earn their Doctorate degree during the term of this Agreement shall receive an annual educational salary differential of \$5,750. All members of the Association who have completed or will complete an additional 30 credits beyond their Master's degree (MA+30) subsequent to receiving full certification for their present administrative position during the term of this Agreement shall receive an annual educational salary differential of \$4,350. The credits must be earned through a college or university that has been accredited by an accrediting agency approved by the United States Department of Education for the area being studied in order to receive either of the aforementioned educational salary differentials.

ARTICLE XV

PAYMENT FOR OVERNIGHT EDUCATIONAL PROGRAMS

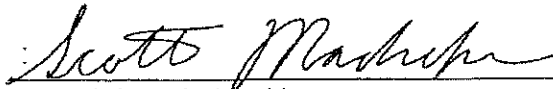
Members who participate in overnight education programs with the approval of the Superintendent shall be compensated at the rate of \$119 per night.

ARTICLE XVI

SEVERABILITY

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

For: Monroe Township School Administrators Association

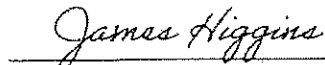


Scott Madreperla, President

5/21/2020

Date

Witness:

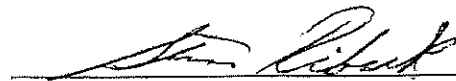


James Higgins, Vice-President

5-21-2020

Date

For: Monroe Township Board of Education

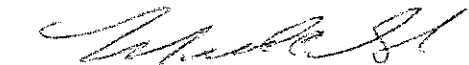


Steven Riback, President

05-26-20

Date

Attest:



Michael C. Gorski, CPA
Business Administrator/Board Secretary

5/26/20

Date

Appendix A

The parties mutually agree that should negotiations for a successor agreement to this Agreement not be completed prior to June 30, 2023, unit members shall have their salary “frozen” at the June 30, 2023 rate and shall continue to receive the same salary received on June 30, 2023 until such time as negotiations for a successor contract are completed and both parties have ratified the agreement.

Members shall be entitled to retroactive compensation should this contract expire prior to ratification of the next. This compensation will be issued to all members within 45-days of ratification of the new contract.

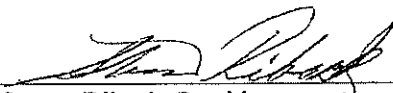
	<u>2019-20</u>	<u>2.5%</u> <u>2020-21</u>	<u>2.25%</u> <u>2021-22</u>	<u>2.0%</u> <u>2022-23</u>
HS Principal				
Higgins, Kevin	142,741.00	146,309.53	149,601.49	152,593.52
MS Principal				
Chanley, Chari	164,308.99	168,416.71	172,206.09	175,650.21
ES Principals				
Dinsmore, Patricia	127,570.86	130,760.13	133,702.23	136,376.28
Graziano, Dawn	113,863.15	116,709.73	119,335.70	121,722.41
Mahoney, Erinn	127,570.86	130,760.13	133,702.23	136,376.28
Mignoli, Kristen	122,317.93	125,375.88	128,196.84	130,760.77
Pepe, Antonio	125,069.62	128,196.36	131,080.78	133,702.39
McCloud, Samantha	118,850.96	121,822.23	124,563.23	127,054.50
HS AP's				
Calella, Giuseppe	112,482.01	115,294.06	117,888.18	120,245.94
Cernansky, James	127,741.43	130,934.97	133,881.00	136,558.62
Collins, Michael	109,738.55	112,482.01	115,012.86	117,313.12
Madreperia, Scott	142,701.38	146,268.91	149,559.97	152,551.16
MS AP's				
Higgins, James	119,982.94	122,982.51	125,749.62	128,264.61
Sidler, Scott	117,810.95	120,756.22	123,473.24	125,942.70
Smith, Patricia	102,587.00	105,151.68	107,517.59	109,667.94
ES AP's				
Amendola, Pamela	108,585.40	111,300.04	113,804.29	116,080.37
Fidura, Magdalena	99,098.03	101,575.48	103,860.92	105,938.14
Jacoutot, William	107,780.47	110,474.98	112,960.67	115,219.88
Dir. Pupil Pers				
Ruela, Marietta	144,193.27	147,798.10	151,123.56	154,146.03
K-12 Supervisors				
Beyer, Gregor	134,831.70	138,202.49	141,312.05	144,138.29
Drust, Danielle	106,583.00	109,247.58	111,705.65	113,939.76
Critelli, Michele	144,276.39	147,883.30	151,210.67	154,234.89
Gasko, Susan	122,399.98	125,459.98	128,282.83	130,848.49
McConnell, Laurie	132,186.88	135,491.55	138,540.11	141,310.91
Morolda, Zachary	120,000.21	123,000.22	125,767.72	128,283.07
Roselle, Kelly	122,399.98	125,459.98	128,282.83	130,848.49

	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
HS Principal				
Minimum	120,798.00	120,798.00	120,798.00	120,798.00
Maximum	178,028.07	178,028.07	178,028.07	178,028.07
MS Principal				
Minimum	115,941.00	115,941.00	115,941.00	115,941.00
Maximum	166,926.33	166,926.33	166,926.33	166,926.33
Elem. Principal				
Minimum	111,086.00	111,086.00	111,086.00	111,086.00
Maximum	161,466.58	161,466.58	161,466.58	161,466.58
HS Assistant Prin				
Minimum	107,062.00	107,062.00	107,062.00	107,062.00
Maximum	159,627.87	159,627.87	159,627.87	159,627.87
MS Assistant Prin				
Minimum	102,587.00	102,587.00	102,587.00	102,587.00
Maximum	146,653.78	146,653.78	146,653.78	146,653.78
Elem Assistant Prin				
Minimum	96,681.00	96,681.00	96,681.00	96,681.00
Maximum	130,540.32	130,540.32	130,540.32	130,540.32
K-12 Supervisors				
Minimum	106,583.00	106,583.00	106,583.00	106,583.00
Maximum	156,790.06	156,790.06	156,790.06	156,790.06

Longevity 2020-2023
15 years = \$1405
20 years = \$1705
25 years = \$2380
30 years = \$2865
MA+30 \$4350
Doctorate \$5750

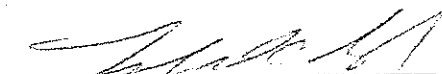
The parties acknowledge and agree that Chari Chanley is exempt from the minimum and maximum guide.

MONROE TOWNSHIP
BOARD OF EDUCATION

By: 
Steven Riback, President

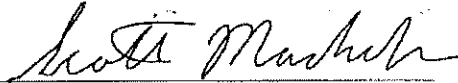
Date: 5/26/20

ATTEST:

By: 
Michael C. Gorski, CPA

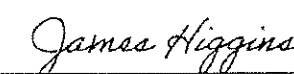
Date: 5/26/20

MONROE TOWNSHIP SCHOOL
ADMINISTRATORS ASSOCIATION

By: 
Scott Madreperla, President

Date: 5/21/2020

WITNESS:

By: 
James Higgins, Vice-President

Date: 5-21-2020