

STATEMENT OF PROFESSIONAL RELATIONS
BETWEEN THE
MIDDLETOWN SCHOOL COMMITTEE
AND THE
MIDDLETOWN ADMINISTRATORS' ASSOCIATION
2007-2010

The School Committee of the town of Middletown and the Middletown Administrators' Association do hereby agree that the welfare of the children of the town of Middletown is the prime consideration of the schools and will be promoted by both parties. The parties hereby agree as follows:

ARTICLE I

Responsibilities of the Administrators

- A. The Middletown Administrators' Association recognizes that the School Committee of the town of Middletown is the agent of the State of Rhode Island, and the elected representative of the people of Middletown, and the employer of all personnel engaged in administrative and supervisory duties in the Middletown School Department.
- B. The Committee recognizes the Association as sole representative of all certificated Principals and Assistant Principals for the purpose of discussion on matters of salary and conditions of employment.
- C. It is further recognized that administrators have the right to join, or not join, any organization for their professional or economic improvement, but that membership in any organization shall not be required as a condition of employment.

ARTICLE II

RESPONSIBILITIES OF THE ADMINISTRATION

The Association agrees that the right to operate and manage the affairs of the School Department, the right to select and direct the working forces and the right to control and direct the uses of its equipment, facilities and properties are vested exclusively in the School Committee. These rights include, without being limited to, the following:

- A. To control, determine and change the manner and the extent to which the School Department's equipment, facilities, and properties shall be operated, increased, discontinued, temporarily or permanently in whole or in part by sale or otherwise, decreased or located and to introduce, operate and change new or improved methods, facilities, techniques and processes;
- B. To control, determine, and change starting times, shifts, number of hours at work, overtime, training and working assignments and schedules.

- C. To select, test, train, evaluate and determine the ability and the qualifications of the employees and the number of employees assigned to any work assignments, to employ, assign, promote, discipline, discharge, lay off, transfer and retire the employees and to determine and make changes in job contents and standards, combine or abolish job classifications and to establish content of new job classifications and to determine and make changes in the size and composition of the work force; to limit Association activities beyond the scope permitted by this Agreement, the distribution of literature and solicitation for money or other purposes on the School Department's premises and during working hours.
- D. To establish, distribute, modify and enforce rules of employee conduct and safety and manuals of operating procedures and safety regulations and to control, direct and change facilities and services on School Department premises for the use or benefit of the employees; to maintain discipline and order and to maintain or improve efficiency within its operation.
- E. To determine, control and change the methods of furnishing the services to the staff and pupils of the School Department and the residents of the town of Middletown, the type of service to be provided, the size of the equipment to be used, and to obtain from any source and to contract and subcontract for equipment, materials, services and supplies.
- F. To establish and change any form of employee benefits not mentioned in this Agreement or which are in excess of and in addition to those provided in this Agreement.
- G. All other rights pertaining to the operation and the management of the business and the affairs of the School Department and not expressly limited by any specific provision of this Agreement shall not limit or be construed to limit or restrict the inherent and the common law right of the School Committee and the administration of the school district to control, direct, manage and make changes in the operations and the affairs of the Department.

ARTICLE III

PRINCIPLES

A. **Attaining Objectives:**

Attainment of objectives of the educational program of town requires mutual understanding and cooperation among the Committee, the Superintendent, the administrative staff, and the professional teaching personnel.

To this end, free and open exchange of views in desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

B. **Meetings:**

The Committee will meet and confer with members of the administrative staff on an annual basis to review and discuss matters of mutual interest as they relate to the educational process in the town of Middletown. There will be a minimum of one such meeting each year. The Superintendent of Schools will be responsible for scheduling said meetings.

ARTICLE IV

SALARY AND BENEFITS

A. **Salary:**

1. Salary increases for school years 2007-2008, 2008-2009, 2009-2010 shall be equal to the percentage increase for Middletown Teachers.
2. The School Committee has the right to initially assign a new administrator on the salary schedule.
3. Advancement in salary for this three-year agreement shall be made annually unless an administrator has received an unsatisfactory written evaluation by the Superintendent on or before April 1, of each year.

4. The advanced degree of masters plus 30 and any additional degrees stipend will be as follows:

2007-08 \$2287.00

2008-09 \$2349.00

2009-10 \$ *

*in accordance with the teacher's contracted class percentage increase

B. Benefits:

1. *Hospital/Medical/Dental Insurance*

- (a) The same benefits that accrue to other certified employees shall be provided to administrators.

2. *Term Life/Long-Term Disability Insurance*

- (a) Life Insurance

The Committee shall provide on a fully paid basis to each administrator who so desires life insurance in the amount of:

2007-2008	\$130,000
2008-2009	\$130,000
2009-2010	\$130,000

- (b) Disability Income Insurance

The Committee shall provide to each administrator on a fully paid basis a Disability Income Insurance Policy with the following coverage:

1. 180 - day waiting period
2. Coverage for accident or sickness
3. Payment to age 65
4. \$2,000 monthly benefits

Administrators may pay for any additional benefits so desired under disability income insurance.

3. *Family Illness or Death*

Arrangement to be made with the Superintendent of Schools or designee.

4. *Emergency/Personal Leave*

Approval for emergency/personal leave rests with the Superintendent or designee.

5. *Mileage*

Each administrator shall be reimbursed for mileage incurred in the actual performance of school department duties out of district at the current standard employee rate per mile authorized by the IRS.

6. *Sick Leave*

(a) All administrators shall be given twenty-four (24) sick leave days per year accumulative at the rate of two days per month, total accumulation not to exceed 210 days.

(b) Administrators applying for benefits, or returning to work after sick leave, may be required to furnish a medical certificate certifying that his illness prevents him from performing his duties or not, as the case may be, and may further be required to submit to an examination by one of two or more physicians designated by the Committee from time to time and selected by the administrator.

(c) The Committee hereby establishes a sick bank of thirty (30) work days for prolonged illness of Administrators covered by this Agreement.

1. Application may be made only after the applicant's sick leave has been exhausted.

2. The Superintendent of Schools and the President of the Middletown Administrator's Association shall administer the sick bank. All decisions will be final.

3. No additional days will be added to this bank during the life of this agreement.

7. All benefits and rights that accrue to other certified employees and not specifically mentioned shall be given to administrators.

C. Work Year and Vacation Schedule:

1. The work year for Administrators shall be as follows:

Class I 220 days

Class II 220 days

Class III	205 days
Class IV	210 days
Class V	215 days

2. Work Day: No specific hours are prescribed other than which is necessary to get the job done effectively. Generally, it should be a normal workday with the expectations of staff, team and evening meetings with parents, School Committee, or other job related groups. Trust is placed in each administrator to regulate his/her own hours because the expectation is that all members of the team put in long hours.
3. Each 220 day administrator will be expected to be in place a minimum of 2 weeks prior to the opening of school and 2 weeks following the close of school. Each 205, 210, and 215 day administrator will be expected to be in place a minimum of 1 week prior to the opening of school and 1 week following the close of school. Administrators will be expected to allocate days so as to be available during teacher professional development days, parent conference days, and any further dates as required as part of the school calendar. The remainder of administrator work days will be fulfilled during school vacations. Administrators will schedule these days so as to complete job-related activities including, but not limited to, scheduling, meetings, interviews, etc. that will require administrator attendance.
4. At the Superintendent's discretion, the work year for all administrators may be extended five (5) additional days at per diem rate as defined in the salary step and class.

ARTICLE V

DISMISSAL

All administrators will be entitled to due process and other legal provisions under the Board of Regents and Rhode Island state law and may be dismissed, suspended or non-renewed for just cause.

ARTICLE VI

PROFESSIONAL GROWTH

1.
 - A. The School Committee recognizes that membership in the State and National Associations of Administrators is of great value to the Middletown School Department. In order to encourage all administrators to be better prepared and more knowledgeable in their respective fields, the Middletown School Committee agrees to fund for each administrator fully paid dues to the above organizations.
 - B. Each administrator will be allowed to attend a conference(s) per year. Each administrator's reimbursement will be capped at \$2,500.00 per year to cover expenses.
 - C. The Superintendent, at his/her discretion may grant leave to principals to attend conferences at their own expense.

ARTICLE VI

DURATION

Agreement shall extend from July 1, 2007 through June 30, 2010 and shall continue in effect thereafter unless amended, modified, or terminated in accordance with this Article. Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing no less than one-hundred-and-twenty (120) days prior to the last day for the appropriation of money for the fiscal year commencing July 1, 2007. The first meeting between the parties shall be held on a mutually agreed date and time and not more than fifteen (15) days of receipt of this notice.

IN WITNESS WHEREOF, the parties have hereunto set their signature this day

Middletown School Committee

Date

Steven Ruscito
Middletown Administrators' Association

Date

ADMINISTRATIVE SALARY SCALE

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
<u>CLASS I</u>	3.40%	3.40%	
HS Principal			
1	104,722	108,283	
2	105,667	109,260	
3	106,612	110,237	
<u>CLASS II</u>			
GS Principal			
1	102,877	106,375	
2	103,704	107,230	
3	104,532	108,086	
<u>CLASS III</u>			
Elem. Principal			
1	93,314	96,487	
2	94,141	97,342	
3	94,968	98,197	
<u>CLASS IV</u>			
Asst. Principal			
1	92,641	95,791	
2	93,434	96,611	
3	94,226	97,430	
<u>CLASS V</u>			
Associate Principal			
1	97,045	100,345	
2	97,876	101,204	
3	98,708	102,064	
**	2,287	2349	

**Masters plus 30 hours or

CAGS

**PHD