

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between the

MANVILLE BOARD OF EDUCATION OF
MANVILLE, COUNTY OF SOMERSET, NEW JERSEY

and the

PSYCHOLOGIST, DIRECTOR OF SPECIAL SERVICES

for the

X 1973-74 SCHOOL YEAR

and

1978

RUTGERS UNIVERSITY

ARTICLE I

NEGOTIATION PROCEDURE

- A. The parties agree that collective negotiations shall begin not later than September 30 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement negotiated shall be reduced in writing, be signed by the Board and the Psychologist, Director of Special Services, and be adopted by both parties.

ARTICLE II

RIGHTS AND PRIVILEGES

- A. When requested by the Board of Education, the Psychologist, Director of Special Services, may be invited to participate in negotiations of all other employees in order to assist the board in interpreting the impact of requests made by other employees on school operations.
- B. Board of Education members shall request any complainant having a grievance with regard to any school personnel or any school centered problem to follow proper channels, beginning with (a) the teacher, (b) psychologist, director of special services, (c) the superintendent of schools, with regard to resolving his complaint. If the complainant has not been satisfied, he may then refer the problem to the Board of Education.

ARTICLE III

TEMPORARY LEAVES OF ABSENCE

- A. The Psychologist, Director of Special Services shall be granted the following temporary leaves of absence:
1. Up to five (5) days for death in the immediate family; i.e., father, mother, mother-in-law, father-in-law, spouse, child, brother, sister, or any member within the immediate household.

2. Up to three (3) days for serious illness in the immediate family (members as listed in Item #1 above).

3. Up to a total of four (4) days during the year for matters of an emergency nature which cannot be handled outside of school. Said emergencies would include death of a relative or close friend, or religious holidays. One (1) day under this item need not state a reason.

B. Approval for temporary leave requests under Items #2 and #3 must be received from the Superintendent of Schools.

C. All requests for temporary leaves of absence must be presented in writing to the Superintendent of Schools prior to the requested leave, except in time of emergency when the request must then be submitted to the Superintendent no later than three (3) school days after the return from the leave.

ARTICLE IV

SICK LEAVE

A. The Psychologist, Director of Special Services shall be entitled to twelve (12) days of sick leave each school year. Any of the unused sick leave days shall be accumulated from year to year with no maximum limit.

B. The Psychologist, Director of Special Services shall be given a written accounting of accumulated sick leave days of each year. Present district personnel records will stand as the accurate accounting of accumulated sick leave days unless the individual concerned can present validated evidence to the contrary. The Psychologist, Director of Special Services will be given a written accounting of sick leave days before the last working day in October,

ARTICLE V

VACATION

A. The Psychologist, Director of Special Services shall be entitled to one month vacation (20 working days) for full year of employment.

- B. All proposed vacation days for the Psychologist, Director of Special Services must be approved by the Superintendent of Schools prior to the taking of the days.

ARTICLE VI

HOLIDAYS

- A. The Psychologist, Director of Special Services shall receive the following paid holidays when school is closed: New Year's Day, day before and day after; Washington's Birthday; Good Friday; Easter Monday; Memorial Day; Independence Day; Labor Day; Columbus Day; Election Day; Veteran's Day; Thanksgiving Day and day after; Christmas Day, day before and day after.

ARTICLE VII

HEALTH INSURANCE

- A. The Board of Education agrees to pay one hundred percent (100%) of the Blue Cross/Blue Shield Hospitalization Family Plan, Husband and Wife Plan, or Single Person Plan as so designated by the Psychologist, Director of Special Services employed by the Board of Education; this includes full payment by the Board of Education for Rider J.
- B. The Board shall pay the full premium for Major Medical Insurance coverage for the Psychologist, Director of Special Services.

ARTICLE VIII

SABBATICAL LEAVES

- A. The Psychologist, Director of Special Services shall be eligible for a sabbatical leave of absence for one (1) full year for study, travel,

or for other reasons of value to the school system. Any sabbatical leave shall be subject to the following conditions:

1. The sabbatical leave requested must be recommended by the Superintendent of Schools and must be approved by the Board of Education.
2. The Psychologist, Director of Special Services has completed at least seven (7) consecutive full years of service in the Manville School System and has not received a leave of absence during the seven (7) years of more than five (5) months.
3. Requests for a sabbatical leave must be received by the Superintendent of Schools in writing, in such form as he may desire, no later than October 31 of the school year preceding the school year for which the sabbatical leave is requested.
4. The Psychologist, Director of Special Services on a sabbatical leave shall be paid by the Board of Education fifty percent (50%) of his salary for a full year of the salary he would have received had he remained on active duty.
5. The salary paid to the Psychologist, Director of Special Services while on sabbatical leave shall be paid in the form of a loan. Said loan shall be considered cancelled by the Psychologist, Director of Special Services after completion of two (2) years of administrative service after his return from sabbatical leave. The form for such loan shall be mutually agreed on by the Board of Education and the Psychologist, Director of Special Services.
 - a. The Psychologist, Director of Special Services who has completed only one (1) year of administrative duties after his return from a sabbatical leave shall cancel only one-half (1/2) of his loan.
 - b. The above provisions shall not apply upon the death or disability of the Psychologist, Director of Special Services returning from a sabbatical leave.

ARTICLE IX

GRIEVANCE PROCEDURE

A. This procedure is a means by which an employee may appeal the interpretation, application, or violation of policies, agreements, and administrative decisions affecting him, except:

1. A complaint of a non-tenure employee which arises by reason of his not being re-employed;

2. A complaint by an employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

3. Any policy of the Board of Education pertaining to its internal operation;

4. Any matter for which a method of review is prescribed by law;

5. Any rule or regulation of the State Board of Education or Commissioner of Education, but not to the violation, misinterpretation, or mis-application of such a rule or regulation.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its occurrence. All time limits specified are considered maximum; however, they may be extended by mutual agreement in writing.

B. Procedure:

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3. In the presentation of a grievance, the employee shall have the right to designate any representative or representatives of his own choosing to appear with him at any level.

4. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or elected representatives.

Level One: The employee shall discuss it first with his immediate superior, in an attempt to resolve the matter informally.

Level Two: If as a result of discussion the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing on a prepared form to the superintendent specifying:

- a. The nature of the grievance and date of occurrence;
- b. The nature and extent of injury, loss, or inconvenience;
- c. The results of previous discussions; and
- d. His dissatisfaction with decisions previously rendered.

The superintendent shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.

Level Three: If the grievance is not resolved to the employee's satisfaction, he may, no later than five (5) school days after receipt of the superintendent's decision, request a review by the Board of Education. This request shall be submitted in writing through the superintendent. The Board, or a committee thereof, shall review the grievance and may, at the option of the Board, hold a hearing with the employee. The Board shall then render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the hearing with the employee, whichever comes later.

ARTICLE X

SALARY

The Psychologist, Director of Special Services salary for the school year 1972-73 shall be \$17,900.00.

ARTICLE XI

DURATION OF THE AGREEMENT

- A. This Agreement shall be effective as of July 1, 1973, and continue in effect until June 30, 1974. Negotiations will commence no later than September 30 of each year for each successive Agreement.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement in writing.
- C. In witness whereof the parties hereto have caused this Agreement to be signed by the President of the Board of Education, the Board Secretary, and the Psychologist, Director of Special Services.

Manville Board of Education

by

William A. Coe
President

by

Michael J. DiBella
Psychologist, Director of
Special Services

by

J. Raymond Anem
Secretary

AMENDMENT TO THE PSYCHOLOGIST, DIRECTOR OF SPECIAL SERVICES AGREEMENT ADOPTED FOR THE SCHOOL YEAR 1973-74

ARTICLE X

SALARY SCHEDULE FOR 1974-75

Level of Training

Masters	.000
Masters + 15 graduate credits	.005
Masters + 30 graduate credits	.010
Doctorate	.015

Level of Experience

At tenure	.02
Tenure + 3 years	.03
Tenure + 5 years	.04
Tenure + 10 years	.05

	<u>Base</u>	<u>Tr.</u>	<u>Exp.</u>	<u>Salary</u>
Michael DiBella	19,000	+.01	+.00	=19,190

By Michael J. DiBella
Psychologist, Director of
Special Services

By William A. Poel
President, Board of Education

February 11, 1974
Date Adopted

By J. Raymond Aron
Secretary, Board of Education