

*AGREEMENT*

*BETWEEN*

*THE BOARD OF EDUCATION OF*

*THE MAINLAND REGIONAL HIGH SCHOOL DISTRICT*

*AND*

*THE MAINLAND ADMINISTRATORS' ASSOCIATION*

*FOR*

*JULY 1, 2016 TO JUNE 30, 2017*



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## PREAMBLE

**This is the Agreement entered into between the Mainland Regional High School Board of Education and the Mainland Administrators' Association effective:**

1. **July 1, 2016 to June 30, 2017**

## ARTICLE I RECOGNITION

Unless otherwise indicated, the term "Administrator" when used here after in this Agreement shall refer to all professional employees represented by the Association including Principal, Vice Principal, Director of Athletics & Physical Education, 12 month Subject Area Supervisors, and 10 month Subject Area Supervisors, and excluding Superintendent of Schools and Business Administrator/Board Secretary.

**ARTICLE II**  
**NEGOTIATION PROCEDURES**

**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 a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of certificated administrative/supervisory personnel. Negotiations shall begin no later than November 1 and no earlier than October 1 of the calendar year preceding the calendar year in which this agreement expires.

**B. Modification - Understanding of Parties**

This Agreement shall not be modified in whole or in part by the parties except in writing duly executed by both parties.

**ARTICLE III**  
**RIGHTS AND PRIVILEGES**

- A. Pursuant to Chapter 303 of the Laws of 1968 as amended by Chapter 123 of the Laws of 1974, the Board hereby agrees that all employees covered by the terms of the Agreement shall have the right to join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it will not directly or indirectly discriminate against employees covered by the terms of this agreement by reason of their membership in the Association or, their participation in collective negotiations with the Board or, by reason of the institution of any grievances arising out of the terms and conditions of employment as set forth in the within Agreement.**
- B. Nothing contained in the written Agreement shall be construed to refuse or restrict employees covered by the terms of this Agreement to exercise of their rights under Chapter 303 of the Laws of 1968 as amended by Chapter 123 of the Laws of 1974.**

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**A. Definition**

1. A "grievance" is a claim by an employee, group of employees or the Association based on the interpretation, application or violation of this Agreement, Board policies and/or administrative decisions affecting the terms and conditions of employment.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is a 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 secure, at the lowest level an equitable solution to problems and grievances which may arise affecting the terms and conditions of employment of those employees covered by this Agreement, and to resolve said problem as quickly as possible. These proceedings will be kept as informal and confidential as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

**C. Procedure**

- 1. A grievance must be presented to the proper administrator within fifteen (15) calendar days after the grievant should have reasonably known of the event which occasioned the grievance, but in no event more than forty (40) calendar days after its occurrence.**
- 2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered to be a maximum, and every effort should be made to expedite the process. If any deadline set forth herein falls during a weekend, a vacation period or a holiday, the first school day following shall be the due date. The time limits specified may, however, be extended by mutual agreement. Failure at any step of the procedure to communicate the decision on the grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of further appeal.**
- 3. Informal Level**

**An administrator with a grievance shall first discuss it with the supervisor whose actions give rise to the grievance with the objective of resolving the matter informally. For purposes of this paragraph, only, the term "supervisor" includes not only the grievant's immediate superior but also any individuals above that immediate superior including, but not limited to the Principal, Board Secretary/Business Administrator, and/or**



**Superintendent. It is also understood that the supervisor involved at the informal level may be a member of the Association and the grievant expressly waives any claims of conflict of interest based on membership of both grievant and supervisor in this Association, both at this informal level and at any subsequent levels, if applicable. The grievant shall indicate to the supervisor that an informal grievance hearing is taking place. The supervisor shall respond within five (5) calendar days.**

**4. Level I**

**If the grievant is not satisfied with the decision at the Informal Level, or if no decision has been rendered, then within seven (7) calendar days of the date on which the decision was rendered, or should have been rendered, the grievant shall submit the grievance in writing to the MRHS Superintendent of Schools. When the Superintendent is the immediate superior at the Informal Level, the administrator may proceed directly to Level II.**

**5. Level II**

**If the grievant is not satisfied with the decision at Level I or if no decision has been rendered, then within seven (7) calendar days after the decision was rendered, or should have been rendered, the grievant shall submit the written grievance, together with all prior responses, to the Board of Education through its President. The Board or a committee thereof, shall review the case and shall hold a hearing with the grievant, if so requested. The board shall render a decision in writing within thirty-one (31) calendar**

days of receipt of the grievance.

Receipt of the grievance shall be considered the date on which the grievance was submitted to the Board Secretary. Copies of the decision of the Board shall be sent to the aggrieved and the Association.

**6. Level III**

a. If the grievant is not satisfied with the disposition his grievance at Level II, or if no decision has been rendered, then within five (5) calendar days after a decision by the Board, or thirty-six (36) calendar days after the grievance may request in writing of the Association that the grievance be submitted to arbitration. If the Association deems the grievance meritorious, it may be submitted to arbitration within fifteen (15) calendar days after receipt of a request from the aggrieved. Arbitration shall not apply to any of the following, provided no other portion of this Agreement has been violated.

- (1) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board of Education, or
- (2) A complaint of a non-tenured employee which arises by reason of their not being reemployed, or
- (3) A complaint by any employee occasioned by the appointment or lack of appointment to retention in or lack of retention in any position for which tenure is not possible or not required,

or

(4) Board policy and administrative decisions.

b. The submission shall consist of a Demand for Arbitration made to the American Arbitration Association by the Association with a copy to the Board. The parties shall then be bound by the labor arbitration rules of the American Arbitration Association.

c. The arbitrator so selected shall confer with the representatives and hold hearings promptly and shall issue his decision no later than twenty (20) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of or adds to the terms of this Agreement. He shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involving the grievance. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any

other expense incurred shall be paid by the party incurring them.

**D. Rights of Employees to Representation**

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of his own choosing. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

**E. Miscellaneous**

1. When an organizational grievance has not been resolved informally between the Superintendent and the Association, such grievances may be submitted in writing to the Board of Education directly, and the processing of such grievances shall be commenced at Level II. Such a grievance may be processed by the Association through all Levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level I which are unsatisfactory to the aggrieved person, and all decisions rendered at Level II and III of the grievance procedure, shall be in writing setting forth the decision and the reasons therefor, and shall be transmitted promptly to all parties in interest. Decisions rendered at Level III shall be in accordance with the procedures set forth in Section C, paragraph 2, of this Article.
3. 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.**

- 4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.**
- 5. All meetings and hearings under this procedure shall be conducted in private and shall include such parties in interest and their designated or selected representatives, heretofore referred to in this Article.**
- 6. If a grievance affects a group of employees, by mutual agreement of the parties, such grievance may be consolidated, and where appropriate, may be instituted at Level II of the grievance procedure.**

**ARTICLE V**  
**EMPLOYMENT CONDITIONS**

- (A) **The Board hereby reserves the right to withhold increments upon the recommendation of the Superintendent.**
- (B) **There will be a biweekly pay plan. When a payday falls on or during a school holiday or weekend, employees shall receive their paycheck on the last previous working day.**
- (C) **The salary schedule for administrators shall be as set forth on Schedule "A" attached hereto and made a part hereof and become effective: July 1, 2016 to June 30, 2017.**
- (D) **The Board reserves the right to establish the beginning salary for all newly hired administrators.**
- (E) **10 month supervisors are employed from September 1st through June 30th annually. They shall be expected to work all days except those covered by Article VII, Vacations, and Item B. Ten month supervisors will be employed for an additional 10 days during July and August. Dates will be agreed to by Supervisor and Superintendent.**
- (F) **Evaluation -**  
**Every Administrator shall be evaluated not less than annually. All evaluations shall take place with the administrator's full knowledge. The evaluation, among other things, shall monitor the progress of the goals set forth in the Professional Growth Plan.**

## ARTICLE VI

### FRINGE BENEFITS

Administrators shall also receive the following fringe benefits:

1. The Board of Education recognizes the value of professional organizations and agrees to pay dues for administrators who join professional organizations at the Local, State, and National levels relevant to the administrator's areas of specialization (e.g. NJ Principals and Supervisors Association, The National Association of Secondary School Principals, The Atlantic County Association of Administrators, ASCD, The New Jersey Association of School Administrators etc.) The approval of the Superintendent shall be secured in advance. The maximum amount of the Board's contribution for professional dues shall be: A total of \$1200 per administrator per year for 2016-2017.
2. It is hereby declared to be the policy of the Board to encourage all Administrative Staff defined in this Agreement to pursue graduate courses or classes/programs leading to state certifications. A pool for reimbursement to be shared by the administrative staff defined in this Agreement will be provided annually in the amount of \$20,000.00.

(A) Prior Consultation

The Superintendent of Schools must be consulted prior to registration for a graduate course or a program leading to state certification in order to be certain that the course/program is approved for

reimbursement. Approval shall not be unreasonably withheld and shall be in writing and is at all times, subject to availability of funds in the pool for any given contract year.

**(B) Submission of Proof**

Funds will be reimbursed upon the latest to occur of submission to the Office of the Superintendent of Schools evidence of participation, official proof of successful completion of the graduate course or program and proof of costs for tuition.

**(C) Reimbursement of Tuition**

It is hereby agreed that the person subject to this Agreement shall be obligated to make the reimbursement of Tuition to the Mainland Regional High School District as follows:

- a. Employee leave the District within (1) one year of the completion of the course-100% of tuition paid shall be reimbursed to the District.
- b. Employee leaves the District within (2) two years of the completion of the course – 75% of tuition paid shall be reimbursed to the District.
- c. Employee leaves the District within (3) three years of the completion of the course – 50% of tuition shall be reimbursed to the District.
- d. Employee leaves the District within (4) four years of the course – There is no required reimbursement to the District.



- e. In order to ensure reimbursement to the District, the Administrator, upon receipt of reimbursement shall execute a promissory note for the appropriate amount of dollars.
  - f. If requested by the Administrator and recommended by the Superintendent a payment plan for reimbursement due to the District if an Administrator leaves before year four will be presented to the Board for consideration and approval.
3. Sick leave.....12 days annually, cumulative. 12 month employees  
.....10 days annually, cumulative. 10 month employees
  4. Personal leave.....4 days annually at the discretion of the Superintendent.
  5. Death or critical illness in the immediate family.....
    - a. An allowance of up to five (5) days leave shall be granted to attend a viewing, funeral, or travel time related to the death of an immediate family member. Immediate family member includes: spouse/civil or domestic partner, parents, legal guardian, sibling, and in-law or child, as well as any other family member living in the same household. Three (3) days shall be allowed in the event of the death of another relative. "Another relative" is a step family member, grandparent, grandchild of the employee.
    - b. An allowance of up to three (3) days leave shall be granted for critical illness in the immediate family. Verifications may be required.
  6. Beginning July 1, 1998 all administrators shall be entitled to an annual physical examination at no cost to the employee. The annual physical

examination shall be conducted by the Board's Physician of Record.

7. In the event it becomes necessary for an administrator to assume additional duties as approved by the Board for an extended period of time resulting in an increase in the length of one's work day, appropriate compensatory time or financial compensation shall be mutually agreed upon by the Board and the Association.

8. **DISTRICT SERVICE CREDIT**

The Board agrees that during the 2016-2017 school year it will provide a District Service Credit to members in the Mainland Regional Administrative Association.

A. The District Service Credit will be disbursed in two payments during each annual period within the agreement. The first half will be disbursed as a separate check the first pay period in December of each contract year. The second half will be disbursed as a separate check the first pay period in June of each contract year.

B. Notwithstanding any other provisions of this Section XXV, the District Service Credit will be paid pro rata to active eligible employees not employed by the District for a complete school year.

D. The District Service Credit will be granted to those eligible employees that are on leave under the Family Medical Leave Act and have worked in the District during the school year.

E. Employees on extended leave and do not work in the District for the school year will not be eligible for the District Service Credit for that

school year.

F. The District Service Credit tier for Administrators hired prior to June 30, 2016 will be \$ 6,912.00 for the 2016-2017 school year.

G. The District Service Credit for Administrators hired as of July 1, 2016 will be \$3,500.00 for the 2016-2017 school year. Notwithstanding any other provisions of this Section VIII, the District Service Credit will be paid pro rata to active eligible employees not employed by the District for a complete school year.

9. Fringe benefits shall be pro-rated upon the retirement date or date of termination of services for any reason, including death, if before June 30<sup>th</sup>.

10. The Mainland Board of Education will allow full-time staff members' children to come to MRHS tuition free.

A. Upon the retirement of a full-time staff member whose child or children are concurrently enrolled in grades 9-12 at MRHS under the privilege of Article VI during their employment and who may wish to continue their child's or children's enrollment may maintain such status until graduation or until voluntary withdrawal from said privilege.

B. To be eligible for such privilege, a child must be concurrently enrolled in grades 9-12 at MRHS during the time of the parents' active service as a full-time faculty member in the District.

C. In the event of a voluntary withdrawal from enrollment of a faculty members' child or children who were provided with a tuition free privilege under

Article VI, the child or children shall not be entitled to reenroll in the District under said privilege.

D. An eligible faculty members' child, under Article VI, has the right to attend Mainland Regional High School up to the base tuition for the General Education program. Any costs above the General Education program or the placement outside of Mainland Regional High School is the sole responsibility of the parent or the district of residential record, determined by law.

11. HEALTH INSURANCE

The Board agrees that during 2016-2017 it will provide the following Health Insurance:

- a. Determination of Eligibility - All contracted employees working a minimum of thirty (30) hours per week are eligible for the State Health Benefits Program or a substantially equivalent health benefits program.
- b. Instructions for Filing Enrollment Applications
  1. New employees who are eligible for coverage must file an application with the District Business Administrator within seven (7) days from the date of hire, accepting or rejecting coverage through the plan. Application forms will be distributed by the Business Administrator's office.
  2. The employee's effective date of coverage is the first of the month following two (2) months of continuous employment.

However, employees who are initially hired on an annual 12-month contract, provided they are employed as of July 1, will be deemed to have satisfied the 2-month waiting period and coverage for these employees will be established as of July 1.

3. Employees hired after July 1 must file an application within seven (7) days, accepting or rejecting coverage through the plan. The employee's effective date of coverage is the first of the month following two (2) months of continuous employment.
4. In presenting each employee with a copy of this contract and application forms for benefits authorized herein, the Board and School Administration have fulfilled their obligations to make the employee aware of the benefits and procedures to be followed for eligibility.

- c. Annual Enrollment Period - Any employee who shall elect not to enroll for coverage for himself/herself or his/her dependents at the time such employee or dependent first becomes eligible for coverage shall subsequently be permitted to enroll himself/herself and his/her dependents only during the annual enrollment period during the month of March, with coverage effective July 1.
- d. The Board shall continue to provide dental benefits utilizing the same or comparable plans. The amount paid by administrative staff shall be 10% of the premium with a cap of \$110 per year.

- 12. No administrator shall be out of the district for more than (5) five days per contract year for professional workshops or conferences unless approved in advance by the Board of Education.**
- 13. Administrators must obtain and maintain at all time during the Contract one or more personal electronic devices with texting and email capabilities so that he/she can be reached on Board and District business while not present at the school district. The Board shall reimburse each Administrator the sum of \$1,000.00 a year for data and other fees and cost attendant to use of such devices upon Board approval of document receipts. The first half will be disbursed as a separate check the first pay period in December of each contract year. The second half will be disbursed as a separate check the first pay period in June of each contract year.**

## ARTICLE VII

### VACATIONS

#### I. Eligibility for Vacation

- a. **Vacation for the 12-month Administrators shall be fifteen (15) days for the first year of employment and one additional day for each year of employment, not to exceed twenty one (21) days annually.**
- b. **Vacation eligibility shall be computed as of July 1st of each year.**
- c. **Administrators hired, at a time other than the beginning of a school year, shall earn a prorated portion of their vacation. Said vacation allowance shall be computed as of June 30th following their date of hire.**
- d. **Administrators whose employment terminates during a school year shall receive a prorated vacation allowance provided all duties have been satisfactorily completed.**
- e. **Administrators hired, whose previous position was a non-administrative position at Mainland Regional High School, will be eligible for vacation based on the starting date: July 1 to December 31, fifteen (15) days vacation and proceeding as in a. above; January 1 to June 30, ten (10) days vacation and proceeding as in a. above in subsequent years.**

## **II. Vacation Guidelines**

- a. Administrators will make every effort to utilize their vacation time during the calendar year in which the vacation was earned. Administrators, who in the opinion of the Superintendent, are unable to utilize their vacation time due to the demands of their position, may be paid their per diem rate for each day of vacation not taken at the discretion of the Superintendent. Payment shall be made no later than the last pay period in July. Administrators are permitted to carry seven (7) days of their vacation allotment to the following year with the prior approval of the Superintendent.**
- b. All holidays and vacation periods granted to teachers on the adopted school calendar shall be granted to all administrators. Only in cases of emergency, as determined by the Superintendent, will all administrators be required to work during these holidays or vacation periods. In the event that an administrator is required to work during a holiday or a vacation period, equivalent compensatory time off or per diem remuneration shall be granted at the discretion of the Superintendent. Scheduling of compensatory time so earned shall require the superintendent's prior approval.**



**ARTICLE VIII**  
**UNUSED SICK LEAVE**

- 1. Administrators who retire with at least seven years of consecutive completed service in Mainland Regional shall be compensated at the rate of 30% of the administrator's per diem salary for each day to a maximum of \$15,000 for 2016-2017 upon retirement for all unused sick and personal days accumulated while employed by the Mainland Regional High School District.**
- 2. The Superintendent will be notified one year in advance of the date of retirement for eligibility under this benefit. Failure to do so may result in a delay of payment not to exceed one year. For administrators who have indicated their retirement and who become deceased prior to receiving payment, payment shall be made to the estate of the deceased.**

**ARTICLE IX**  
**MINI-SABBATICALS**

**The Board of Education, upon recommendation of the Superintendent, may grant a mini-sabbatical leave to a qualified administrator for the purpose of study and for such other purposes as may be approved by the Board of Education. Mini-sabbatical leaves must be for a specific length of time, and the project should result in a direct or indirect benefit to the school district. Mini-sabbatical leaves are not to be confused with a leave of absence or administrator's vacation time. This article shall not be subject to the grievance procedure.**

## SALARY SCHEDULE A

|                        | Base      | 2016-2017  |  |  |
|------------------------|-----------|------------|--|--|
| TBD                    | \$0       | \$0        |  |  |
| O'Neal-12 month        | \$114,732 | \$117,107  |  |  |
| Burns-12 month         | \$99,240  | \$114,900  |  |  |
| Gatley-12 month        | \$114,240 | \$116,615  |  |  |
| Lichtenwalner-12 month | \$95,145  | \$ 102,520 |  |  |
| Lavery-12 month        | \$100,145 | \$102,520  |  |  |
| Goldberg-12 month      | \$132,762 | \$135,137  |  |  |
| Finn-12 month          | \$114,960 | \$117,335  |  |  |
| Villano-12 month       | \$92,449  | \$ 94,824  |  |  |

Percentage Increase: 2.20% on base salary equally divided among the association members.  
 Percentage Increase: Calculated prior to adjustments as of June 29, 2016.

Year 1           +\$2,375


Beginning Salary Effective 2016-2017

|                |          |                     |          |
|----------------|----------|---------------------|----------|
| Principal      | \$90,000 | 12 Month Supervisor | \$80,000 |
| Vice Principal | \$85,000 | 10 Month Supervisor | \$75,000 |

ARTICLE VIII  
TERMS AND DURATION

1. All parties acknowledge these terms and conditions are subject to ratification.
2. All terms and conditions previously agreed to and contained in the agreement between the parties expiring June 30, 2016 and not modified by this Memorandum of Agreement shall remain settled and incorporated into the new agreement between the parties commencing July 1, 2016.
3. All terms and conditions of the Memorandum of Agreement shall be void and of no further effect unless ratified by both Parties prior to June 30, 2016.

  
Jill Oiserkis Esq., President

  
Kim Jensen, Business Administrator/Board Secretary

Signed this 18<sup>th</sup> day of July 2016 on behalf of the Mainland Administrators' Association

  
Dorsey Finn

  
Javhan O'Neal