

A G R E E M E N T

BETWEEN

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION

AND

MATAWAN REGIONAL ADMINISTRATORS ASSOCIATION

X JULY 1, 1981 through JUNE 30, 1983

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Preamble	1
I	Recognition	2
II	Negotiation Procedure	4
III	Administrators' Rights and Responsibilities	5
IV	Grievance Procedure	6
V	Vacation	11
VI	Temporary Leave of Absence	13
VII	Extended Leaves of Absences	16
VIII	Health Care Insurance	19
IX	Professional Dues	21
X	Administrator Evaluations	22
XI	Miscellaneous	24
XII	Payment for Educational Expenses	25
XIII	Workshops	28
XIV	Salaries	29
XV	Fully Bargained Provisions	30
XVI	Duration of Agreement	31
	Schedule A - Guide and Salaries for 1981-82	32
	Schedule B - Salaries for 1982-83	33

PREAMBLE

THIS AGREEMENT entered into this
day of _____, 1979, by and between the
BOARD OF EDUCATION OF THE MATAWAN-ABERDEEN REGIONAL SCHOOL
DISTRICT, Monmouth County, New Jersey, hereinafter called
the "Board", and the MATAWAN REGIONAL ADMINISTRATORS ASSOCIATION,
hereinafter called the "M.R.A.A."

ARTICLE I
Recognition

A. Pursuant to Chapter 123, Laws of 1974, the Board hereby recognizes the M.R.A.A. as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all principals, assistant principals, supervisors, director of student personnel services, school psychologists, and the dean of students.

B. All other employees employed by the Board not specifically enumerated above are excluded from the collective negotiations unit; however, if a new position is created by the Board which the Association feels should properly be included in the bargaining unit, the Board agrees to negotiate with the Association for these purposes. Failing agreement by the parties, the Association retains the right to ask the Public Employment Relations Commission for a unit determination as to whether said position should be included in the unit.

C. Prior to the proposed elimination of any position in the bargaining unit, the Board shall discuss the matter with the Association. However, the Board retains the sole right in its discretion to eliminate or reduce positions.

D. Any reference to males in this Agreement shall include females, and any reference to the term "administrator" shall refer to all members of the bargaining unit, unless otherwise noted.

ARTICLE II

Negotiation Procedure

A. Timetable

1. The parties agree to enter into collective negotiations in accordance with Chapter 123, Law of 1974, in a good faith effort to arrive at a successor agreement concerning the terms and conditions of administrators' employment. Any tentative agreement reached by the negotiators shall be reduced to writing and submitted to the M.R.A.A. and the Board of Education for ratification.

2. The initial proposals of the M.R.A.A. will be submitted by October 1. Negotiations between parties shall start within thirty (30) days. Board proposals will be submitted to the M.R.A.A. by November 1.

B. Negotiations between the M.R.A.A. and the Board shall take place in accordance with Chapter 123, Law of 1974.

C. The Board of Education shall have the responsibility of reproducing and providing the members of the M.R.A.A. with a copy of said contract as soon as reasonably practicable after ratification.

ARTICLE III

Administrators' Rights and Responsibilities

A. The H.R.A.A. shall have the right to meet with the Superintendent in connection with the formation of policies affecting the operation of the school district. These policies may pertain, but not be limited to, such matters as: school calendar, attendance districts, building programs, administrator-staff-pupil ratios, re-organization plans, staffing, grievances and welfare.

B. When proposals affecting the school district are being negotiated by the Board with any group, the M.R.A.A. shall have the right to designate a representative to advise the Board Negotiating Team. Such representative may, at the option of the Board, be excluded from caucus or executive meetings or sessions.

C. Whenever controversy over an administrator's decision arises, the M.R.A.A. shall have the right to private prior conference with the Superintendent and, if not resolved there, to the Board.

D. All members of the bargaining unit shall have the responsibility to support policies made by the Board, to be conscientious in the discharge of their duties, to conform to high standards of ethical and professional conduct and to effectively carry out administrative procedures and directions issued by the Superintendent provided they are consistent with this agreement and State law.

ARTICLE IV

Grievance Procedure

A. Definition

A "grievance" shall mean a claim by an administrator that there has been misinterpretation, misapplication, or a violation of Board Policy, this Agreement, or an administrative decision affecting him. A grievance to be considered under this procedure must be initiated by the administrator in writing within fifteen (15) school days of the time the administrator knew or should have known of its occurrence.

B. Procedure

1. It is agreed by both parties that these proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee 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.

3. It is understood that an administrator 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. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process.

C. Steps

LEVEL ONE:

Any administrator who has a grievance shall discuss it first with the Superintendent or his designee in an attempt to resolve the matter informally at that level.

LEVEL TWO:

If, as a result of the discussion, the matter is not resolved to the satisfaction of the administrator within seven (7) school days, he may set forth his grievance in writing to the Superintendent on the grievance forms provided. The Superintendent shall communicate his decision to the Administrator in writing with reasons within seven (7) school days of the receipt of the written grievance.

LEVEL THREE:

If the grievance is not resolved to the administrator's satisfaction, he, no later than seven (7) school days after receiving the Superintendent's decision, may request a review by the Board of Education. The request shall clearly

explain the basis of the grievance and shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within seven (7) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the administrator, hold a closed hearing with the administrator and render a decision in writing with reasons within twenty (20) school days of receipt of the grievance by the Board or of the date of the hearing with the administrator, whichever comes later.

LEVEL FOUR:

No claim by an administrator shall constitute a grievable matter beyond level three or be processed beyond level three if it pertains to (a) cases of non-renewal of contract of a non-tenured administrator, (b) any matter for which a detailed method of review is prescribed by law, (c) any rule or regulation of the State Commissioner of Education, (d) any by-law of the Board of Education pertaining to its internal operation, (3) any matter which according to law is beyond the scope of Board authority.

If the decision of the Board does not resolve the grievance to the satisfaction of the administrator and the grievance concerns the meaning, interpretation or application of this Agreement, and the administrator wishes review by a

third party, he shall so notify the Board through the Superintendent within eleven (11) school days of receipt of the Board's decision. An administrator in order to process his grievance beyond level three must have his request for such action accompanied by the written recommendation for such action by the M.R.A.A.

The M.R.A.A. will make application to the A.A.A. within eleven (11) school days of the receipt of the Board's decision, with a copy to the Board.

D. Procedure for Securing the Services of an Arbitrator

The following procedures will be used to secure the services of an arbitrator:

1. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

3. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

4. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

E. Rights of Administrators to Representation

Any aggrieved administrator may be represented at all stages of the grievance procedure by himself, or, at his option, by representatives or legal counsel selected and/or approved by the M.R.A.A., not to exceed three (3) representatives.

F. Costs

1. Each party shall bear the total cost incurred by themselves.

2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and they will be shared equally.

ARTICLE V

Vacation

A. Members of the bargaining unit under a twelve (12) month contract shall be entitled to twenty-three (23) vacation days per calendar year in addition to those days, when, during the school year, schools are closed according to the adopted school calendar.

B. These members of the bargaining unit who have served the Matawan-Aberdeen Regional School District for twenty (20) years or more are entitled to six (6) additional vacation days in the year earned. Such vacation must be taken in the current year and is not cumulative.

This additional vacation offer is not extended to ten month contract employees covered by the M.R.A.A. Bargaining Unit.

C. It is the intent of the Matawan Regional Administrators Association and the Board of Education that vacation days be taken as follows:

1. All vacation days of administrators hired prior to July 1, 1976, are to be taken during the contract year during which they accrue.

2. All vacation days of administrators hired

July 1, 1976, or on any date subsequent to July 1, 1976, are to be taken upon completion of the contract year in which they accrue.

3. It is the intention of the Board and the Association that vacation days be taken in the year that they accrue. However, the Superintendent may, in emergency situations, request in writing that vacation time in whole or in part be re-scheduled or, if necessary, eliminated. The employee may request that the vacation time either be carried forward into the following year or payment made in lieu of the vacation. Such request shall be subject to the discretion of the Superintendent and approval by the Board.

ARTICLE VI

Temporary Leave of Absence

A. Sick Leave

1. Administrators on a twelve (12) month contract are entitled to twelve (12) sick leave days each administrator's contract year with pay, as of the first official day of the administrator's contract year. Unused sick leave days shall accumulate from year to year with no maximum limit.

2. Members of the bargaining unit under a ten (10) month contractual obligation shall be eligible for ten (10) days sick leave as outlined in above paragraph.

3. All administrators who have exhausted their sick leave because of prolonged illness may request an extension of their sick leave. The Superintendent of Schools may recommend to the Board of Education that the limitation be exceeded in extenuating circumstances.

4. Administrators shall be given a written accounting of their accumulated sick leave days no later than September 15 of each school year.

B. On the Job Injury

On the job injury benefits shall be governed by the provisions of N.J.S.A. 18A:30-2-1, any money received for workmen's compensation shall be deducted from the salary of the bargaining unit member.

C. Absence for Death in Family

In the case of death of a parent, brother, sister, spouse, child or a relative who is a member of the immediate household of an administrator, the administrator shall be excused, without loss of pay, from the day of death for a period not to exceed seven (7) calendar days.

D. Absence for Death of a Relative

In case of the death of a relative not included in the above section, an administrator shall be excused for the day of the funeral without loss of pay. The definition of relative in this section shall include the following: grandfather, grandmother, uncle, aunt, nephew, niece, cousin, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, grandchild, stepchild, stepfather, stepmother.

E. Absence by Reason of Quarantine or Court Order

An administrator absent from school by reason of quarantine by the Board of Health, or in compliance with the requirements of a court subpoena shall not suffer deductions in pay for such absence.

F. Family Illness

In case of absence because of illness of a parent, brother, sister, husband, wife, child, mother-in-law, father-in-law, or a relative who is a member of the immediate

household of the administrator, the administrator may be excused, without loss of pay, provided the absences do not exceed three (3) days in any school year.

G. Personal Days

Administrators shall be entitled to two (2) days per year for personal business with the approval of the Superintendent of Schools.

ARTICLE VII

Extended Leaves of Absences

A. Requests for leaves of absence without pay may be granted at the discretion of the Board of Education upon recommendation of the Superintendent of Schools.

B. All legal benefits to which an administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned within the scope of his certification as determined by the State Board of Examiners.

C. Sabbatical Leave: Upon Completion of Five (5) Years of Administrative Service

1. The Board agrees to grant administrators a sabbatical leave of absence for educational reasons for a full year at seventy-five (75%) per cent of the salary rate he would have received if he had remained on active duty, or for a half year at eighty-five (85%) per cent of the salary rate he would have received if he had remained on active duty.

A position vacated for a half year sabbatical shall be covered by the existing staff or by an appointment of additional personnel at the discretion of the Board.

2. Requests for sabbatical leave shall be received by the Superintendent of Schools, in writing, no later than March 1st, and action should be taken on all such requests no later than April 1st, of the school year preceding the school year for which the sabbatical leave is requested.

3. No more than one administrator shall be granted a Sabbatical Leave during any given year. In the event more than one application is received, the decision of the Superintendent of Schools shall be final. However, for the purpose of meeting requirements for advanced degrees and residency requirements, the Board of Education may exceed this number, at its discretion.

4. An administrator granted a sabbatical leave must agree in writing to continue working in the system for at least two (2) years following the sabbatical leave, or remit to the Board of Education the payment made during such leave, except in cases of death or disability.

5. If an administrator fails to continue in service after such leave of absence, the administrator shall repay to the Board a sum of money bearing the same ratio as the amount of salary received while on leave of absence that the unperformed part of the two (2) subsequent years service bear to the full two (2) years, unless such administrator is

incapacitated, has been discharged or has been released for good and sufficient reasons by the Board from this obligation.

6. Administrators may not receive more than one (1) sabbatical leave in any given ten (10) year period. The Board of Education may grant an exception to this restriction.

ARTICLE VIII

Health Care Insurance

A. The Board agrees that for the 1979-80 and 1980-81 school years, it will provide individual and full family health care insurance coverage through the New Jersey Public and School Employees Health Benefits Program which shall include:

1. Blue Cross
2. Blue Shield
3. Major Medical
4. Rider J

B. The Board shall continue to provide a full family dental plan at an aggregate cost for all employees in the bargaining unit not to exceed \$232.56 maximum per employee. Any increase in insurance premiums during the life of this Agreement shall be borne by the individual administrator.

C. Administrators whose families are covered by health care insurance other than that provided by the Board of Education will not, in order to avoid duplication, be covered by the health care insurance program of the Board.

D. The Board shall provide a prescription insurance plan, at an aggregate cost of all employees in the bargaining unit not to exceed \$90.00 maximum per employee. Any increase in insurance premiums shall be borne by the individual

administrator.

E. The Board may change insurance carriers at its option and after notification to the H.R.A.A., provided substantially equal or similar benefits are provided and further provided that there is no increase in the premium level.

F. The Board of Education will pay up to \$150.00 for an annual physical examination. The bill will be paid directly to the physician ^{or the employee} upon submission of a voucher ^{imp.} to the Secretary of the Board of Education. PGB

ARTICLE IX

Professional Dues

The Board agrees to pay dues for each administrator for membership to one county, one state and one national professional education association of the administrator's choice, excluding membership in the New Jersey Education Association and Matawan Regional Administrators Association, not to exceed \$220.00 per unit member in the school year 1979-80 and not to exceed \$250.00 per unit member in the school year 1980-81.

ARTICLE X

Administrator Evaluations

A. Any evaluation of an administrator which may be used as a determining factor for his salary or his job continuation must be made in writing to the administrator.

B. An administrator has the right to examine his file at any reasonable time and may attach comments as a part of the permanent record to any item.

C. Any complaints regarding an administrator which are to be included in his file shall be made known to the administrator. A copy of any written notation of a complaint which may be placed on file or forwarded to the Board of Education must be given to the administrator and he will have the right to answer such complaints individually or with representation of his choice. A file notation with date will be made by the person furnishing the administrator the aforementioned information and the administrator will initial the notation to signify his receipt of same. In the event the administrator refuses to initial the receipt of the information, a file notation to that effect will also be made. The administrator shall also have the right to append a written file notation with his own replies and reasons. Such answer, if any, will be made within six (6) school days

from the furnishing to the administrator of the complaint.

D. Proposed changes in the evaluation procedure will be discussed with the M.R.A.A. prior to adoption or implementation if a request for discussion is made after notification of the proposal is given.

ARTICLE XI

Miscellaneous

A. Whenever an administrator incurs damage to his personal property as a result of actions taken in the performance of his duties as an administrator, the Board of Education agrees to review the administrator's claim for such losses to the extent that his personal insurance does not cover the damage.

B. Administrators shall be allowed seventeen (\$.17) cents per mile for travel in their own vehicles when they are used at the discretion of the Superintendent of Schools for duties directly related to their employment.

ARTICLE XII

Payment for Educational Expenses

A. Administrators, upon written request to their immediate supervisor and at the discretion of the Superintendent, may be granted time off for the purposes of professional improvement.

B. Application for such authorization must be made at least one (1) week in advance. A written report of said professional visit shall be submitted to the Superintendent of Schools within five (5) days of said professional visit.

C. Administrators shall be allowed an aggregate maximum for all members of the bargaining unit of Three Hundred Fifty (\$350.00) Dollars for the school year 1979-80 and Four Hundred (\$400.00) Dollars for the school year 1980-81, multiplied by the number of persons in the bargaining unit, for expenses of attending workshops, conventions and conferences when attendance is required or authorized by the Superintendent of Schools.

However, all such expenses shall be recoverable only to the maximum of Six Hundred (\$600.00) Dollars for any one individual upon the presentation of appropriate voucher.

D. All administrators shall be eligible for tuition reimbursement. Reimbursement will be made under the following conditions:

1. Approval of the course to be taken must be obtained from the Office of the Superintendent of Schools prior to starting in the course. Superintendent may recommend the type of course to be taken.

2. Courses taken must lead to a definite educational objective related to assigned position of the applicant, or the courses must be directly related to the individual's professional needs as determined by his or her assigned position.

3. All courses eligible for tuition reimbursement must be successfully completed in accordance with standards for graduate level work of school attended.

4. Reimbursement shall be limited to an aggregate maximum for all members of the bargain unit of Six Hundred (\$600.00) Dollars for the school year 1979-80 and Seven Hundred (\$700.00) Dollars for the school year 1980-81, multiplied by the number of persons in the bargaining unit. However, no administrator shall receive more than Eight Hundred (\$800.00) Dollars for the school year 1979-80 or Nine Hundred (\$900.00) Dollars for the school year 1980-81 in tuition reimbursement.

5. Official transcripts for all reimbursable courses must be filed in the office of the Superintendent of Schools.

6. In order to avoid a duplication of benefits

from public funds, those courses taken under the Veterans Benefit Act, National Science Foundation Grants, NDEA Grants or other public scholarship and aids shall not be eligible for reimbursements.

7. To be eligible for tuition reimbursement, an administrator must achieve a letter grade of "B" or better. In those instances where the institution furnishes letter grades or a "pass-fail" option, a passing grade will be deemed to be the equivalent of a "B".

E. Administrators shall be reimbursed for fees and books and a maximum of One Hundred (\$100.00) Dollars for all other expenses for each course successfully completed as authorized by the Superintendent of Schools.

ARTICLE XIII

Workshops

Administrators shall attend workshops up to a maximum of three (3) days to be held at the discretion of the Superintendent. Such workshops will not be held on weekends, holidays or vacation days. The content of such workshops will be determined by the Superintendent in consultation with the administrative staff.

ARTICLE XIV

Salaries

A. Salaries for the duration of this agreement shall be paid to the members of the bargaining unit in accordance with the listing annexed hereto and made a part hereof as "Schedule A".

B. The Board hereby adopts the salary schedules made a part hereof as "Schedule B" for the school years 1979-80 and 1980-81.

C. The parties agree that the Board of Education in its discretion may award to bargaining unit members special awards as a recognition for specially meritorious service. It is understood and agreed that no more than a total of Three Thousand \$(3,000.00) Dollars shall be granted in any year and that the Board may decline to make any award. Any amount received by a bargaining unit member pursuant to this provision shall be treated as a stipend for the year in question only and shall not be included as part of the recipient's base salary for any other purpose.

ARTICLE XV

Fully Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement.

ARTICLE XVI

Duration of Agreement

THIS AGREEMENT shall become effective on July 1, 1981 and shall continue in effect through June 30, 1983. The Agreement shall not be extended orally, and it is expressly agreed that it shall expire on its expiration date.

IN WITNESS WHEREOF, the Association has caused these presents to be signed by its President and Secretary, and the Board has caused these presents to be signed by its President and Secretary and its seal to be affixed all on the day and year first above written.

ATTEST:

MATAWAN-ABERDEEN REGIONAL
BOARD OF EDUCATION

EDWARD J. SCULLION, SECRETARY

BY _____
JOHN T. COMERFORD, PRESIDENT

MATAWAN REGIONAL ADMINISTRATORS
ASSOCIATION

SUMNER CLARKE, Secretary

BY _____
ROBERT NESNAY, PRESIDENT

SCHEDULE A

GUIDE AND SALARIES FOR 1981-82

10 mos.

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<u>Prin. H.S.</u>	<u>Prin. Jr. H.S.</u>	<u>Prin. El. Sch.</u>	<u>Asst. Prin. H.S.</u>	<u>Asst. Prin. J.,H.S. Middle & Elem.</u>	<u>Coord.</u>	<u>Psych.</u>
1. 35,150	34,150	33,150	30,150	29,150	26,000	24,700
2. 36,150	35,150	34,150	31,150	30,150	27,000	25,700
3. 37,150	36,150	35,150	32,150	31,150	28,000	26,700
4. 38,150	37,150	36,150	33,150	32,150	29,000	27,700
5. 39,150	38,150	37,150	34,150	33,150-34,150	30,000	28,700

Administrator 1981-82

<u>Salary</u>	<u>Column</u>	<u>Percent Increase</u>
Robert Nesnay	A-5	8.4 (+6.4% due to promotion)
Roger Tuccillo	B-5	8.6
Harriet Primack	B-2	9.8
Helen Negrin	C-5	12.6
Martin Dempsey	C-5	8.9
Sumner Clarke	C-5	8.9
George Cristiano	C-5	8.9
John Walsh	C-5	5.8
Thomas Stachura	E-5+	8.1
John Luczkovich	E-5+	9.3
Daniel Skelton	E-4	12.4
George Connelly	E-4	8.6
Harold Dolan	D-3	12.4
Patrick Maggio	D-4	12.0
Bruce Marganoff	D-4	8.3
Robert Tucker	E-5	8.3
Sarah Kelly	G-5	8.7
Helen Rappaport	G-5	8.7
Charles Bryant	G-4	9.0
JoEllen Basaman	F-3	10.2
Phyllis Shore	F-2	10.7

SCHEDULE B

SALARIES

	<u>1982-83</u>	<u>Percent Increase</u>
ROBERT NESNAY	42,700	9.0
ROGER TUCCILLO	41,600	9.0
HARRIET PRIMACK	38,300	9.0
HELEN NEGRIN	40,500	9.0
MARTIN DEMPSEY	40,500	9.0 (+1.5% Longevity)*
SUMNER CLARKE	40,500	9.0
GEORGE CRISTIANO	40,500	9.0
JOHN WALSH	40,500	9.0
THOMAS STACHURA	37,300	9.0 (+1.5% Longevity)*
JOHN LUCZKOVICH	36,500	9.0 (+1.5% Longevity)*
DANIEL SKELTON	35,200	9.0
GEORGE CONNELLY	35,200	9.0
HAROLD DOLAN	35,200	9.0
PATRICK MAGGIO	36,300	9.0
BRUCE MARGANOFF	36,300	9.0
ROBERT TUCKER	36,200	9.0
SARAH KELLY	31,300	9.0
HELEN RAPPAPORT	31,300	9.0
CHARLES BRYANT	30,200	9.0
JOELLEN BASAMAN	30,500	9.0
PHYLLIS SHORE	29,400	9.0

*Longevity pay clause for service after 15 years (+\$500) and after 20 years (+\$500) to take effect in the second year of the agreement.

Administrative Longevity:

Martin Dempsey +\$500 = \$41,000
Thomas Stachura +\$500 = \$37,800
John Luczkovich +\$500 + \$37,000