

COPY

NEGOTIATED AGREEMENT

BETWEEN

MANASQUAN BOARD OF EDUCATION

AND

MANASQUAN ADMINISTRATORS' ASSOCIATION

SCHOOL YEARS

1982-83

X 1983-84

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ARTICLE I

RECOGNITION

A. Pursuant to N.J.S.A. 34:13A-5.1, et seq., the Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for the following personnel employed or to be employed by the Board:

1. High School Principal
2. Elementary School Principal
3. High School Vice Principal
4. Director of Guidance
5. School Psychologist/Child Study Team Coordinator
6. General Supervisor K-12
7. General Secondary Supervisor 7-12
8. Athletic Director

B. Unless otherwise indicated, the term "administrator" when used hereafter in this Agreement, shall refer to all employees, represented by the Association in the negotiating unit as above defined and reference to male administrators shall include female administrators.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A The Association agrees to submit to the Board a proposed Contract on or before October 1, of the calendar year preceding the calendar year in which this Agreement expires. The proposed Contract as submitted shall include all demands on the part of the Association to be included in the successor Agreement. The Board shall acknowledge receipt of the proposed Contract and submit its counter proposals to the Association within thirty (30) days. The parties hereto agree to commence collective negotiations no later than December 1, of the calendar year preceding the calendar year in which this Agreement expires provided no unforeseen emergency or unusual circumstance renders this impractical or impossible.

B Neither party shall have control over the selection of the negotiation representatives of the other party. Either party may call upon professional advisors to serve as consultants during any period or phase of the negotiations.

C This Agreement incorporates the entire understanding of the parties hereto on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time of this Agreement was negotiated or executed.

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

ARTICLE III

TERM OF EMPLOYMENT

A. The contract year for twelve-month administrators shall be from July 1, of any particular year to June 30, of the following year.

B. The general secondary supervisors 7-12 and athletic director shall be designated eleven-month employees. The eleven-month period shall extend from September 1, to June 30, and to include an additional four weeks during July & August -- to be approved by the Superintendent of Schools.

ARTICLE IV

ASSOCIATION'S RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any administrator is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

F. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt named school operations; provided, however, that no employee shall engage in Association business or activities during his/her working hours.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Superintendent shall be notified in advance of the time and place of all such meetings. Approval of the Superintendent, or his representative, is required.

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, business machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Materials and supplies incident to such use shall, upon request by the Board, be furnished by the Association or reasonable cost of such materials and supplies shall be paid for, upon request by the Board, by

the Association. It shall be the obligation of the Association to provide qualified adequately trained personnel to operate the equipment. The Association agrees to pay for any equipment damaged or stolen while in use by the Association, as permitted under Paragraph "E".

E. The Association shall have the right to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board at the time of purchase.

F. Whenever any representative of the Association or any Administrator is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

ARTICLE V
GRIEVANCE PROCEDURE

A. Definition

1. Grievance

A "grievance" is a claim by an administrator or the Association based upon the interpretation, application or violation of this agreement, policies and administrative decisions affecting an administrator or group of administrators.

2. Aggrieved Person

An "aggrieved person" is a person or persons or the Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

F. Purpose

The Purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Rights of Administrators to Representation

1. Any administrator may be self-represented at all stages of the grievance procedure, or, at the person's option, by a representative selected or approved by the Association.

2. When an administrator is not represented by the Association in the processing of a grievance, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

3. No reprisals of any kind shall be taken by the Board or the Superintendent against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

D. Procedure - Grievance Steps

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved party to proceed to the next step.

2. Failure at any step of this proceeding to appeal the grievance to the next step within the specified time shall be deemed a forfeiture of the right to process the grievance at a higher level.

3. Time limits may be extended at any step in the proceeding by mutual written consent.

4. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue under

the direction of the Superintendent or a named designee, perform all assignments and adhere to all policies, procedures and rules and regulations of the Board, until such grievance and the effect thereof shall have been fully determined.

5. The number of days indicated at each level shall be considered as the maximum, and every effort should be made to expedite the process.

E. Levels of the Grievance Procedure are as follows:

1. LEVEL 1

Any administrator who has a grievance shall file a written notice setting forth all pertinent details of his/her complaint with the Superintendent, within twenty-one (21) school days from the date after the grievant knew or should have known of the occurrence of the event giving rise to the grievance. Failure to file the grievance within such twenty-one (21) day period shall result in a forfeiture of the right to present the grievance.

The Superintendent or named designee shall meet with the grievant in an attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days; the Superintendent or a named designee shall communicate the decision in writing to the grievant and the Association within fifteen (15) school days of receipt of the grievance or five (5) school days after meeting with the grievant.

2. LEVEL 2

If the grievant is not satisfied with the disposition of the grievance at Level 1, the grievant shall file the grievance, in writing, with the Board of Education, except that a grievance involving the following shall not proceed to Level 2 of the Grievance Procedure as set forth herein.

(a) Any matter for which a detailed method of review is prescribed by law, or by any rules, regulations, or by-laws of the State Commissioner of Education or State Board of Education such as but not limited to questions of tenure, and suspension.

(b) Any matter which, according to law, is beyond the power of the Board of Education.

(c) The contents of a written evaluation of an administrator conducted in accordance with Board policies.

The grievance must be filed within five (5) school days after receipt of the decision at Level 1 or twenty (20) school days after submitting the grievance to the Superintendent, or a named designee, whichever is sooner. The grievance shall be submitted in writing to the Board through the Superintendent or a named designee who shall attach all related papers and forward the grievance to the Board of Education. A hearing shall be scheduled with the grievant by the Board at a mutually agreeable time. Such hearing shall be held within twenty (20) business days of receipt of the

grievance. The Board shall give a decision forwarded by the Superintendent or a named designee to the grievant and to the Association, within thirty-two (32) calendar days of receipt of the grievance by the Board. The grievance process shall terminate at the Board level.

I. Miscellaneous

1. Written decision

At all levels, the decision by the administration or the Board shall include a statement of the reasons for the position taken at that level.

2. Forms

Forms for filing grievances (which are to be supplied by the Association) serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and be given appropriate distribution so as to facilitate operation of the grievance procedure.

3. Meetings and Hearings

All meetings and hearings conducted under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

4. Grievance File

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 other participants. Such files may be kept by the Superintendent and the Association.

ARTICLE VI

SICK LEAVE AND PERSONAL ABSENCES

A. Annual Sick Leave

1. Sick leave is defined as the absence from his post of duty, of any such person because of personal disability due to illness or injury, or because an administrator has been excluded from school by the district medical authorities on account of contagious disease or by virtue of being quarantined for such a disease in his immediate household.

2. All administrators shall receive one (1) day of sick leave for each month employed in the contract year. It shall be the obligation of the employee to certify that the absence resulted from personal illness, and any employee absent over three (3) consecutive days may be required to file a doctor's certificate of illness. A doctor's certificate of illness may also be required for other reasonable grounds.

3. A day's pay for sick leave shall be computed in accordance with prior administrative practice for administrators.

B. Other Types of Personal Absences

1. Death in the family: An administrator may be absent from school duties without loss of pay for a period not to exceed five (5) calendar days from the date of death for a death in the immediate family. Definition of immediate family shall be construed to mean employee's spouse,

father, mother, child, sister, brother, father-in-law, mother-in-law, daughter-in-law, and son-in-law. Any employee may be absent from school duties without loss of pay for a period of one (1) day for the death of a relative or close friend outside the employee's immediate family, as defined above.

2. Personal Business: Administrators shall have the right to apply for the following temporary non-accumulative leave of absence with full pay each school year: 12-month administrators 4 days; 11-month administrators 3 days, all of which may be granted for reasons subject to approval by the Superintendent of Schools. Application to the Superintendent or his designee for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies).

3. Court Subpoena: All Administrators shall be granted leave without deduction of salary, when an absence is necessitated because of a civil court subpoena on school matters or on any matter for which a subpoena is received.

4. Unpaid Leave of Absence:

(1) The Board of Education shall grant maternity leave without pay to any female administrator upon request, subject to the following stipulations. Maternity leave shall be granted when a female administrator is unable to physically continue with her duties as an administrator because of pregnancy and shall terminate as soon as she is physically able to return to her duties as may be determined by a physician;

or, for a period of time mutually agreeable to the employee and the Board. Sick leave may be used for purposes of pregnancy disability.

(2) The Board of Education may grant other extended leaves of absence for good cause.

ARTICLE VII
SABBATICAL LEAVES

The Board may, in its discretion, grant sabbatical leaves pursuant to the following procedures:

A. Every administrator who has held a position for seven (7) consecutive years in the school district of which the last four (4) consecutive years were in an administrative position, shall be eligible to apply for a sabbatical leave.

B. "Sabbatical leave" shall mean a leave of absence for the purpose of improving the educational and administrative qualifications of an administrator by study. An administrator must satisfactorily complete the courses taken while on sabbatical, in accordance with the standards established by the institution, or reimburse the Board for money expended within two (2) years of the start of the following school year or further satisfactorily complete the course or courses within said time.

C. An administrator on sabbatical (limited to a full school year only) shall be paid by the Board at sixty (60%) percent of the salary rate which he would have received if he had remained on active duty.

D. Request for sabbatical leave must be received in writing by the Superintendent no later than December 1 and

action shall be taken on all such requests no later than February 1, of the year preceding the school year for which the sabbatical leave is requested.

E. The program of study to be taken by the administrator on sabbatical leave must have prior approval of the Board and which approval shall not be unreasonably withheld. The total number of employes who receive sabbatical leave shall not exceed one administrator in each two year period.

F. Upon return from the sabbatical leave an administrator shall return to the same or similar contractual position held prior to taking said leave, and he shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during his period of absence. Any administrator who does not accept said position with the Board of Education within the scope of his/her certification upon termination of a sabbatical leave and continue therein for a period of two (2) years thereafter, unless the Board shall otherwise approve, shall be required to refund the full salary paid while on leave from his/her position.

ARTICLE VIII

VACATION LEAVE AND HOLIDAYS

A. All twelve-month administrators shall receive twenty-one (21) working days vacation per fiscal year. All vacation days shall be approved by the Superintendent.

B. All twelve-month administrators shall be entitled to the following holidays:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Veteran's Day

Thanksgiving Day

Christmas Day

ARTICLE IX

TRANSFERS OR REASSIGNMENTS

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the Administrator shall be honored to the extent that the transfer does not conflict with the educational requirements and best interests of the school system. If an Administrator's request for transfer or reassignment has been denied, the reason for such denial shall be stated, in writing, by the Superintendent. A renewal or subsequent request may be made in the following school year under the conditions prescribed above.

ARTICLE X

PROMOTIONS

A. Promotional positions are defined as follows: Positions paying a salary differential and/or positions of the administrative-supervisory levels of responsibility including but not limited to positions of Superintendent, Principal, Vice-Principal, Guidance Director.

All vacancies in the promotional positions and positions in programs funded by federal government agencies shall be adequately publicized by the Superintendent in accordance with the following procedures:

"When a school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be delivered to the Association at the time of posting. Administrators who apply for such vacancies will submit their applications in writing to the Superintendent within the time specified in the notice, and the Superintendent shall acknowledge promptly, in writing, the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for continual considerations for future vacancies until the office is notified by an applicant that the application is withdrawn."

B. All qualified administrators shall be given adequate opportunity to make applications and no position shall be filled until all properly submitted applications have been given due consideration. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors.

ARTICLE XI

SALARIES

A. The salaries of all administrators covered by this Agreement shall be paid in accordance with the salary guide set forth in Schedule A which is attached hereto and made a part hereof.

B. Administrators shall be provided with a statement of earnings and deductions made from those earnings, for each monthly salary payment.

ARTICLE XII

INSURANCE AND FRINGE BENEFITS

1. For each administrator who remains in the employ of the Board for a full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing October 1, and ending September 30; when necessary, premiums in behalf of the administrator shall be made prospectively to assure uninterrupted participation and coverage.

2. Provisions of the health care insurance program shall be detailed in master policies, and contracts agreed upon by the Board and the Association and shall include:

- (a) Hospital room and board and miscellaneous costs;
- (b) Out-patient benefits;
- (c) Laboratory fees, diagnostic expenses and therapy treatments;
- (d) Maternity costs;
- (e) Surgical costs;
- (f) Major Medical coverage;
- (g) Prescription drug costs;
- (h) Long term disability benefits.

The above listed benefits shall be in accordance with the provisions of the Connecticut General and the Prudential Insurance Company Major Medical expense coverage.

3. The cost of the Medical Insurance Program shall not exceed \$160.32 per month for any employee through June 30, 1983.

4. Effective July 1, 1980, the Board shall provide a full-family Dental Insurance Program, at a cost not to exceed \$250.00 for any employee, for each member of the bargaining unit. Selection of the insurance carrier for this program shall be subject to Board approval.

5. Effective, July 1, 1982, the Board shall provide a Prescription Drug Insurance Program. The cost of this program shall not exceed \$125.00 per year for any employee during the life of the Agreement.

6. Effective July 1, 1983, the compensation package shall be increased by an additional 8% over 1982-83 levels. The amount shall be distributed to cover all salary increases inclusive of increment and any increases in insurance costs above levels specified in this Article.

7. The per employee cost for medical and dental insurance shall be increased by a maximum of 20% over 1982-83 levels for the 1983-84 school year. In the event that cost increases do not reach this level, the actual lower cost figures shall be incorporated in this Agreement and the extra money reserved for insurance shall be redistributed to unit members as salary.

8. The insurance carrier shall provide to each administrator a description of the health care insurance coverage provided under this Article, no later than the beginning of the 1982-83 school year, which shall include a clear description of conditions and limits of coverages listed above.

9. Dual coverage for any insurance in this Article shall not be permitted for an employee and his/her spouse. The Manasquan employee may elect either the basic hospital coverage of either his/her employer or that of his/her spouse. With reference to the Dental Insurance Program outlined in #5 of this Article, the Manasquan employee may elect either the Dental insurance coverage of either his/her employer or that of his/her spouse. Written notification as to which carrier will be used will be given by the employee to the Board Secretary by July 15 of the 1982-83 school year and by May 1 of each succeeding year of the contract.

10. Travel Reimbursement: Administrators who are required to travel out-of-the-district on Board business shall be compensated at the rate of 18¢ per mile.

11. The Board shall pay State and National dues to one professional organization for each 12-month administrator as per past practice.

12. As per past practice, building principals shall be permitted to attend one (1) national convention each school year. All other twelve-month administrators shall be permitted to attend one (1) national convention every other year. Expenses for these conventions are subject to prior Board of Education approval.

ARTICLE XIII

TERMINAL LEAVE PAY

The Board shall pay \$17. for each day of unused accumulated sick leave to administrators who have rendered no less than 15 years of service in the Manasquan School District, upon their retirement.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of any provision of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any individual contract between the Board and an individual teacher heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or any application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status

D. Copies of this Agreement shall be provided at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all administrators now employed, hereafter employed, or considered for employment by the Manasquan Board of Education.

ARTICLE XV

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1982, and shall be effective until June 30, 1984, subject to the Association's right to negotiate a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above, unless it is extended by written mutual agreement of the Board and the Association.

B. IN WITNESS WHEREOF the Association has caused this Agreement to be signed by its President and Secretary and, the Board has caused this Agreement to be signed by its President and by its Secretary and its corporate seal to be placed thereon.

MANASQUAN ADMINISTRATORS ASSOC.

By Clement S. Bramley, Jr.
Clement S. Bramley, Jr.

Dated: September 28, 1982

By Philip K. Lees
Philip K. Lees

Date: September 28, 1982

MANASQUAN BOARD OF EDUCATION

By George G. Grim
George G. Grim, Pres.

Date: September 28, 1982

By Marguerite C. Beckett
Marguerite C. Beckett, Secy.

Date: September 28, 1982

MANASQUAN BOARD OF EDUCATION
Manasquan, New Jersey

(Schedule "A")

ADMINISTRATORS' SALARY GUIDES
(7/1/82 -- 6/30/84)

HIGH SCHOOL PRINCIPAL

<u>1982-83</u>	<u>1983-84</u>
1. 34,345.	35,265.
2. 35,639.	36,646.
3. 36,932.	38,027.
4. 38,226.	39,406.
5. 39,519.	40,787.

HIGH SCHOOL VICE-PRINCIPAL

<u>1982-83</u>	<u>1983-84</u>
1. 30,046.	32,059.
2. 31,232.	33,325.
3. 32,418.	34,590.
4. 33,603.	35,854.
5. 34,675.	36,998.

PSYCHOLOGIST/CST COORD.

<u>1982-83</u>	<u>1983-84</u>
1. 29,893.	31,896.
2. 31,079.	33,161.
3. 32,265.	34,427.
4. 33,450.	35,691.
5. 34,528.	36,841.

DIRECTOR OF GUIDANCE

<u>1982-83</u>	<u>1983-84</u>
1. 26,336.	28,101.
2. 27,414.	29,251.
3. 29,570.	31,551.
4. 30,648.	32,701.
5. 31,726.	33,852.

ELEMENTARY SCHOOL PRINCIPAL

<u>1982-83</u>	<u>1983-84</u>
1. 29,660.	31,846.
2. 29,846.	33,110.
3. 31,031.	34,376.
4. 33,403.	35,641.
5. 34,589.	36,906.

GENERAL SUPERVISOR 1-12

<u>1982-83</u>	<u>1983-84</u>
1. 29,000.	30,000.
2. 30,240.	31,000.
3. 31,240.	32,160.
4. 32,340.	33,333.
5. 33,440.	34,507.

Adopted: 9/28/82

(Schedule "A")

MANASQUAN BOARD OF EDUCATION
Manasquan, New Jersey

GENERAL SECONDARY SUPERVISORS' SALARY GUIDE

(7/1/82 -- 6/30/84)

	<u>1982-83</u>		<u>1983-84</u>	
	<u>Masters</u>	<u>Doctorate</u>	<u>Masters</u>	<u>Doctorate</u>
1.	\$19,009	\$20,119	\$19,454	\$20,637
2.	19,786	20,897	20,283	21,467
3.	20,564	21,674	21,112	22,297
4.	21,341	22,451	21,942	23,126
5.	22,229	23,340	22,771	23,955
6.	23,173	24,283	23,718	24,904
7.	24,116	25,227	24,726	25,910
8.	25,116	26,226	25,732	26,917
9.	26,004	27,115	26,799	27,983
10.	27,115	28,225	27,746	28,932
11.	28,892	30,002	28,932	30,116
12.	-	-	30,828	32,012

Adopted: 9/28/82