

22.9.2

A G R E E M E N T

BETWEEN

MATAWAN REGIONAL BOARD OF EDUCATION

-and-

MATAWAN REGIONAL ADMINISTRATORS ASSOCIATION

 X JULY 1, 1977 -through- JUNE 30, 1979

LAW OFFICES
 GERALD L. DORF
 A Professional Corporation
 2376 St. Georges Avenue
 Rahway, New Jersey 07065

P R E A M B L E

THIS AGREEMENT entered into this _____ day of _____, 1978, by and between the BOARD OF EDUCATION OF THE MATAWAN 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 II
NEGOTIATION PROCEDURE

A. TIMETABLE

1. The parties agree to enter into collective negotiations in accordance with Chapter 123, Laws 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, Laws of 1974.

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

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

Grievance Procedure continued:

a 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, (e) 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

Grievance Procedure continued:

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.

Vacation continued:

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.

Temporary Leave of Absence continued:

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.

Extended Leaves of Absence continued:

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 exception to this restriction.

Health Care Insurance continued:

D. The Board shall provide, during the second year of the Agreement, if possible and practicable, a prescription insurance plan, at an aggregate cost for all employees in the bargaining unit not to exceed \$90.00 maximum per employee. In the event the Board is unable to provide the aforementioned plan in the second year of the Agreement, such plan will be instituted during the 1978-79 contract year. Any increase in insurance premiums shall be borne by the individual administrator.

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

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. He 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.

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 Two Hundred Fifty (\$250.00) Dollars per school year, 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 Five Hundred (\$500.00) 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.

Payment for Educational Expenses continued:

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 XIV

SALARIES

A. Salaries for the School Year 1977-78 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. For the School Year 1978-79, it is understood and agreed that the Board of Education agrees to budget a sum equivalent to seven (7%) per cent of the administrative roster projected to July 1, 1978. The means of allocation and distribution of said sum will be jointly negotiated between the Board and the M.R.A.A. during the 1978-79 School Year.

C. The Board agrees to adopt a salary schedule for administrators for the School Year 1977-78 in accordance with the listing annexed hereto and made a part hereof as 'Schedule B'.

1. All administrators shall receive annual increments of at least one full step on said guide until reaching the maximum level.

2. The Board of Education has the option to give more than one step increment to any administrator. Increases which are greater than one step may fall between steps of the salary guide.

ARTICLE XVI

DURATION OF AGREEMENT

THIS AGREEMENT shall become effective on July 1, 1977, and shall continue in effect through June 30, 1979. 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 written above.

MATAWAN REGIONAL BOARD OF EDUCATION

ATTEST:

By JUDITH HURLEY, President

EDWARD J. SCULLION, Secretary

MATAWAN REGIONAL ADMINISTRATORS
ASSOCIATION

By GEORGE CRISTIANO, President

SUMNER CLARKE, Secretary

SCHEDULE B

SALARIES
(1978-79)