

*Contract no. 234*

CONTRACT BETWEEN THE  
MANALAPAN-ENGLISHTOWN ASSOCIATION OF  
SCHOOL ADMINISTRATORS  
AND THE  
MANALAPAN-ENGLISHTOWN BOARD OF EDUCATION  
JULY 1, 1990 to JUNE 30, 1993

November, 1990

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ARTICLE 1

RECOGNITION

- 1.1 The Board recognizes the Manalapan-Englishtown Association of School Administrators as the majority representative for collective negotiations concerning terms and conditions of employment for all certified administrative personnel whether under contract or on approved leave employed by the Board including:

Principals  
Supervisors  
Assistant Principals

Other certified personnel engaged in administration and supervision of schools, but excluding: the Superintendent of Schools, the Director of Personnel of Schools, the Business Administrator, Director of Curriculum, Board Secretary, and full-time Administrative Assistant to the Superintendent.

- 1.2. Unless otherwise indicated, the term Administrator/Supervisor, when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

The term "Association" as referred to hereinafter in this Agreement shall refer to the Manalapan-Englishtown Association of School Administrators.

- 1.3. References to male administrator/supervisors shall include female administrator/supervisors and vice versa.

ARTICLE 2

NEGOTIATION PROCEDURE

- 2.1. The majority representative and the Board shall exchange written proposals for collective negotiation in accordance with the time guidelines established by PERC. Ground rules will be determined by the parties in negotiation at the first meeting.

2.2. Any agreement so negotiated shall be reduced to writing within fifteen (15) days of the signing of the Memorandum of Agreement and submitted for ratification not more than forty-five (45) days after the signing of the Memorandum of Agreement.

2.3. This Agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

### ARTICLE 3

#### GRIEVANCE PROCEDURE

##### 3.1. Definition

A grievance is to be defined as a complaint, dispute or controversy arising on or after the execution date of this Agreement and arising solely between the Board and the Association or an employee covered by the Agreement involving questions regarding the interpretation or application of any of the expressed written provisions of this Agreement, or questions relating to terms and conditions of employment.

##### 3.2. Purpose

The purpose of this procedure is to secure equitable solutions to the problems which may from time to time arise and affect the welfare or terms and conditions of employment of A/S. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

##### 3.3. Procedure

A grievance to be considered under this Article must be initiated by the grievant within ten (10) working days from the time of its occurrence. A grievance will be considered initiated when a grievant discusses the grievance with his/her immediate superior. If the grievance is not resolved within five (5) working days after the discussion, the grievance shall be submitted in writing to the Superintendent of Schools, or his designee by the grievant. The Superintendent or his designee shall schedule a hearing with the grievant within five (5) working days after receipt of the written grievance. If the grievance is not resolved within ten (10) working days after the hearing, the Superintendent or his designee shall schedule a hearing with the Board within thirty (30) working days after his decision has been communicated to

the grievant. The Board shall communicate its decision to the grievant within ten (10) working days after the hearing.

- 3.4. If the grievant is not satisfied with the decision, the grievance shall be submitted to the American Arbitration Association. The decision of the arbitrator shall be binding on both parties and the cost of arbitration shall be borne equally by both parties.

#### ARTICLE 4

##### ADMINISTRATOR/SUPERVISOR RIGHTS

- 4.1. The Board and the Association recognize the right of the Administrator/Supervisor to form, join and assist this employee organization or to refrain from any such activity.
- 4.2. The Board and Association agree that there shall be no reprisals of any kind taken against any Administrator/Supervisor by reason of his membership in or refusal to join the Association.
- 4.3. When the Board of Education or any of its committees, requires an Administrator/Supervisor to appear before such body for a disciplinary hearing, then said Administrator/Supervisor shall be advised of the reasons, in writing, at least five (5) working days\* prior to such meeting, and shall be entitled to have a person of his own choosing present to advise and represent him.

This procedure is not meant to restrict, limit, or bypass the provisions of New Jersey Statutes Title 18A:6-10, nor is it meant to require the Board to state reasons for the nonrenewal of contracts for nontenured Administrators/Supervisors.

\*Working days are defined as days on which the Administrator/Supervisor is under contract and is not on vacation or holiday.

#### ARTICLE 5

##### ADMINISTRATOR/SUPERVISOR ASSIGNMENTS

- 5.1. The Administrator/Supervisor work year shall consist of the school calendar plus the summer months, less vacation days, 4th of July and Labor Day.

## ARTICLE 6

### ADMINISTRATOR/SUPERVISOR EVALUATION

- 6.1. Administrators/Supervisors shall be evaluated in accordance with the provisions of N.J.S.A. 18A and N.J.A.C. 6:3-1.19 and 1.21
- 6.2. No Administrator/Supervisor shall have an evaluation report used in a disciplinary hearing before the Board or any designated committee thereof, unless said Administrator/Supervisor shall have been provided with a copy at least five (5) working days\* prior to such hearing. Formal observation reports and/or evaluations shall not be included in a personnel file unless such Administrator/Supervisor has been provided an opportunity to acknowledge receipt by his/her signature affixed to such reports.
- 6.3. Any written communication received by the Board or any of its designees concerning an Administrator/ Supervisor, both favorable or unfavorable, shall within five (5) working days\* of initial receipt of same be transmitted to the Superintendent. The Superintendent will then contact the Administrator/Supervisor involved, provide him/her with a copy, and determine if further action is required.
- 6.4. Administrators/Supervisors shall receive their Annual Performance Review no later than the first working day of June. The post-evaluation conference shall be held no later than five (5) working days thereafter.
- 6.5. Nothing in this Article is to be construed as altering or by-passing the tenure provisions of New Jersey Statutes 18A Annotated (or P.L. 132 as it affects nontenured personnel).
- \* As defined in footnote in Article 4.

## ARTICLE 7

### ECONOMIC BENEFITS

- 7.1. Convention Expenses
- 7.1:1. The Board and the Association agree that Administrators/Supervisors shall be permitted to attend at least one state and one national convention of professional educational organizations. Absence caused by attendance at conventions shall not exceed four (4) school days per

Administrator/Supervisor per school year. A fifth day may be approved at the Superintendent's discretion. Administrators will not schedule vacation days to immediately precede or follow the convention when the vacation days would occur on school days. Requests shall be sent to the Superintendent in writing. Response to such requests shall be sent to the Administrator/Supervisor in writing no later than ten (10) working days after the initial request.

- 7.1:2. Reimbursable expenses shall include the cost of transportation and lodging plus up to sixty dollars (\$60.00) per day for food. Such expenses shall be advanced to the Administrator/Supervisor. Documentation of expenses shall be submitted to the Business Administrator within ten (10) working days of the Administrator's/Supervisor's return from the convention.
- 7.2. Tuition reimbursement for Administrators/Supervisors shall be the actual cost per credit at any accredited public or private institution up to a maximum of 18 credits per year. The reimbursement procedures shall be in accordance with established District policies.
- 7.3. The Administrators/Supervisors shall be reimbursed in accordance with I.R.S. guidelines for school-related travel with their personal vehicles.
- 7.4. Sick Leave
- 7.4:1. The Administrator/Supervisor shall be entitled to sick leave at the rate of twelve (12) days per year. Unused sick leave will accumulate without limitation.
- 7.4:2. In the event an Administrator/Supervisor is incapacitated and has exhausted accumulated sick leave, the Board with case-by-case consideration may continue payment of salary until the Administrator/Supervisor returns to work.
- 7.5. Sabbatical Leaves
- 7.5:1. Sabbatical leaves are granted at the sole discretion of the Board of Education. To be considered for a sabbatical leave, a member must meet one of the following criteria:
- a. Matriculation or acceptance in an accredited doctoral or specialist degree program at the time the sabbatical commences.
  - b. Enrollment and acceptance in a special program which the Board determined, in its sole discretion, will be in the best interest of the School District.

- c. Travel with specific educational goals directly related to the improvement of the District.
- d. Completion of significant educational research.

7.5:2. Eligibility and Accountability

- a. Seven years continuous service in a position covered by the bargaining unit for an initial sabbatical or between sabbaticals. The Board of Education may, in its sole discretion, reduce this requirement.
- b. Application for sabbatical leave may be submitted prior to the completion of seven years of service.
- c. To be considered for a sabbatical leave, the applicant must submit to the Superintendent a detailed proposal as to the purpose for the sabbatical leave.
- d. Upon the completion of the sabbatical, the applicant must submit to the Superintendent a summary report. This report is to be submitted within one (1) month after return to District service.

7.5:3. Remuneration

A sabbatical leave shall be for:

- a. One contractual year at the rate of 50% salary.
- b. Salary is understood to be that which one would have received if one had remained in the District.

7.5:4. Calendar of Application

- a. Application for sabbatical leave shall be forwarded to the Superintendent's Office on or before November 5th for the academic year beginning the following July 1st.
- b. The Superintendent will submit recommendation(s) to the Board of Education.
- c. Applicant shall be notified, in writing, as to the disposition of the request by one (1) week after the regular December Board of Education meeting.
- d. Acceptance of the sabbatical by the member shall occur, in writing, prior to January 31.



7.5:5. Other conditions

- a. Upon return from sabbatical leave, a member shall be placed in the same position on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the District.
- b. All contractual benefits shall continue without interruption during sabbatical leave.
- c. Sabbatical leaves may be combined with grants, fellowships, assistantships, and so forth.
- d. Previous outside activities for remuneration may be engaged in, but not expanded upon, provided it does not interfere with the purpose of the sabbatical.
- e. On a full year sabbatical, the member may engage in activities for remuneration, professionally related to the purpose of the sabbatical, not to exceed half of the annual salary. If such remuneration exceeds half the annual salary, the excess is to be returned to the Board of Education.
- f. The Board will grant, at most, one sabbatical leave per year.
- g. If an application for a sabbatical is turned down, it may be resubmitted.
- h. Any person receiving a sabbatical leave agrees to remain with the Manalapan-Englishtown Regional Schools for a period of one (1) year per sabbatical.

7.6 Insurance

- 7.6:1 The Board will provide medical, surgical, major-medical and out-patient insurances through the State Health Benefits Program.
- 7.6:2 The Board shall provide dental insurance coverage through the Delta Plan, Program 2B/Ortho 3.
- 7.6:3 The Board shall continue to furnish Prescription/Drug Insurance.
- 7.6:4 The maximum cost to the Board for the insurances listed in Sections 7.6:1, 7.6:2, and 7.6:3 shall not exceed the sum of \$389.00 per month per employee enrolled in the Family Plan during the period from July 1, 1990, through June 30, 1991.

- a. Effective July 1, 1991, the established cap shall be increased by the May CPI plus \$\_\_\_\_\_ = not to exceed \$50.00
- b. Effective July 1, 1992, the established cap shall be increased by the May CPI plus \$\_\_\_\_\_ = not to exceed \$50.00

- 7.6:5 The Board will provide hospitalization, surgical, major medical coverage with full family benefits for all retirees with twenty-five (25) or more years of service effective upon receipt of retirement or disability pension. Such benefits will be governed by the State Health Benefits Program.
- 7.6:6 All employees shall be eligible for COBRA rights upon leaving the employ of the Board.
- 7.6:7 Administrators/Supervisors who were employed prior to the implementation of this contract; who continue to be employed until their retirement; who do not qualify for hospitalization, surgical, major medical and out-patient insurance benefits through the SHBP; shall be provided with these insurance benefits after retirement at the Board's expense. The eligible individuals are R. Jacobson, G. Palmer, C. Scheader, and S. Vonsover.
- 7.7. Administrators are entitled to three (3) personal days per year. Unused personal days will be converted to accumulated sick leave days.
- 7.8 In the case of critical illness the employee may be granted up to a maximum of five (5) work days (may be non-consecutive depending upon the circumstances) absence per occurrence for different critically ill individuals and/or different illnesses. The immediate family shall be defined as spouse, parent (including foster and step), child, brother, sister of the employee.
- 7.9 In case of death in the immediate family, an employee may be granted up to a maximum of seven (7) calendar days absence per occurrence without loss of pay. The immediate family shall be defined as spouse, child, parent (including foster and step), sibling, in-law of the same relationship, grandparent and grandchild.
- 7.10:1. Each Administrator/Supervisor who has a full year contract is entitled to twenty-two (22) vacation days per year, which shall be earned from July 1st to June 30th. Accrual of the full twenty-two (22) days shall occur if a contract for the balance of the school year is issued prior to December 1st. Two (2) vacation days may be carried over from year to year.

Scheduling of the remaining vacation days is subject to approval of the Superintendent. Denial must be reasonable and in written form. For purposes of retirement or resignation during the school year, unused vacation days shall be reimbursed in salary or days off, at the rate of 1.83 days per month of service at the Administrator's/Supervisor's current rate of pay during that year.

- 7.10:2. All Administrators/Supervisors shall take fifteen (15) consecutive vacation days during the July-August period, not including July 4th, designated by the Board, unless the Administrator/Supervisor is directed by the Superintendent to take his/her vacation at another time. The vacation period shall be included in the school calendar and/or the dates announced prior to February 1st of each school year. If an Administrator's/Supervisor's vacation period is designated after February 1st it shall be with the consent of the Administrator/Supervisor.
- 7.10:3. Each Administrator/Supervisor shall take a maximum of four (4) vacation days, in addition to the fifteen (15) specified above, during the summer. Administrators/Supervisors shall be permitted to take up to three (3) vacation days when school is open. The scheduling of the summer vacation days and/or the school year days shall be subject to the Superintendent's approval.
- 7.10:4. Administrators/Supervisors who request and are denied the opportunity to take twenty (20) vacation days in any year shall be permitted to either carry the unused days over to the succeeding school year or be paid for the unused days at the rate of 1/240 of the individual's annual salary per unused day. The option to carry the days over or convert the days to cash shall be the Administrator's/Supervisor's.
- 7.11:1. Administrators/Supervisors hired into an administrative/supervisory position prior to July 1, 1987, shall receive terminal leave pay based on accumulated sick leave when any one of the following criteria are met.
- a. The Administrator/Supervisor retires, qualifies for pension payments, and files formal retirement papers with the TPAF.
  - b. The Administrator/Supervisor retires and vests his/her pension funds with a minimum of twenty-five (25) years in the TPAF.
  - c. The Administrator/Supervisor terminates employment in the district after age 55.

7.11:2. Administrators/Supervisors hired into an administrative/supervisory position on or after July 1, 1987 shall receive terminal leave pay based on accumulated sick leave when all of the following criteria are met:

- a. The administrator/supervisor must have twenty five (25) or more years in the TPAF.
- b. The administrator/supervisor is at least fifty five (55) years old.
- c. The administrator/supervisor retires, qualifies for pension payments, and files formal retirement papers with TPAF.

7.11:3. Accumulated sick leave days shall be converted to terminal leave pay at the rate of one day's pay for each two (2) days of accumulated sick leave. The daily rate shall be 1/240 of the then current annual salary. The maximum payment shall be five thousand dollars (\$5,000)

ARTICLE 8  
SALARY GUIDES

1990-1991

8.1		<u>Principal</u>	<u>Supervisor</u>	<u>Assistant Principal</u>
	1	\$ 61,000	\$ 54,825	\$ 53,825
	2	63,000	56,825	55,825
	3	66,000	58,825	57,825
	4	69,100	60,825	59,825
	5		61,825	61,825
	Off-Guide		62,825	66,825

1991-1992

		<u>Principal</u>	<u>Supervisor</u>	<u>Assistant Principal</u>
8.2	1	\$ 67,000	\$ 60,475	\$ 58,475
	2	69,500	62,475	60,475
	3	72,000	64,475	62,475
	4	75,000	66,475	64,475
	5		67,475	66,475
	Off-Guide			71,475

1992-1993

		<u>Principal</u>	<u>Supervisor</u>	<u>Assistant Principal</u>
8.3	1	\$ 73,000	\$ 67,000	\$ 66,000
	2	75,500	69,000	68,000
	3	78,000	71,000	70,000
	4	81,000	73,000	72,000
	Off-Guide			77,000

## ARTICLE 9

### DISTRIBUTION OF BOARD MINUTES

The Board Secretary shall forward to each Administrator/ Supervisor a copy of the Board minutes after adoption and distribution. This shall be done no later than five (5) working days after adoption, and returned by each Administrator/ Supervisor to the Superintendent within five (5) working days with appropriate comments, if any. The Superintendent shall compile the comments and forward them to the Board.

## ARTICLE 10

### MISCELLANEOUS PROVISIONS

- 10.1. The Board and the Association shall carry out all the commitments contained herein.
- 10.2. If any provisions of this Agreement or any application 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.
- 10.3. Any individual contract between the Board and an Administrator/Supervisor, 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. Any changes or modifications in terms and conditions of employment will be made only through negotiations by the Board and the Association.
- 10.4. Promotions/Vacancies  
A note of a vacancy in administrative and supervisory positions to be filled shall be sent to each administrative and/or supervisory office at least fifteen (15) days before the final date when applications must be submitted. A copy shall be sent to the Association if such administrative/supervisory vacancy becomes available during the summer recess when schools are closed. Administrators/Supervisors who desire to apply for any such vacancies above shall submit their applications in writing to

the Superintendent. The Board agrees to give consideration to the professional background and attainments of all applicants.

Appropriately certified Administrators/Supervisors who desire to apply for an administrative position which may be filled during the summer vacation period, shall submit their name to the Superintendent, together with the position(s) for which they apply, and an address where they can be reached during the vacation. The Superintendent shall notify such Administrators/Supervisors of any vacancy in a position for which they applied.

All qualified Administrators/Supervisors shall be given the opportunity to make application and no position shall be filled until all properly submitted applications have been considered.

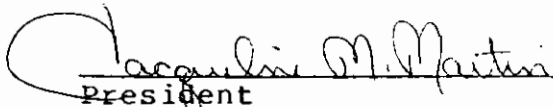
- 10.5. The salary for any newly-created administrative/supervisory position shall be negotiated.
- 10.6. The Administrators'/Supervisors' Association shall be given the opportunity to make suggestions regarding the school calendar, prior to final adoption of the calendar by the Board.


#### ARTICLE 11

#### DURATION

This Agreement shall be effective July 1, 1990, and continue until June 30, 1993.

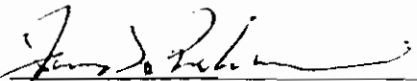
MANALAPAN-ENGLISHTOWN ASSOCIATION  
OF SCHOOL ADMINISTRATORS:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

MANALAPAN-ENGLISHTOWN  
REG. BOARD OF EDUCATION:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary