

**AGREEMENT**  
**BETWEEN**  
**MANCHESTER TOWNSHIP**  
**BOARD OF EDUCATION**  
**AND**  
**THE ADMINISTRATIVE UNIT**  
**PRINCIPALS**  
**VICE PRINCIPALS**  
**VICE PRINCIPAL/ATHLETIC DIRECTOR**  
**SUPERVISORS OF INSTRUCTION**  
  
**COVERING THE PERIOD**  
**JULY 1, 2007**  
**THROUGH**  
**JUNE 30, 2010**

Board: \_\_\_\_\_

Unit: \_\_\_\_\_

## **PREAMBLE**

The following document constitutes a contract between the Manchester Township Board of Education and the Manchester Township Administrative Unit.

### **ARTICLE I**

1:1 The Board hereby recognizes the Administrative Unit as the exclusive and sole representative for collective negotiating concerning grievances and terms and conditions of employment for all regularly employed certified administrators listed below:

Principals  
Vice Principals  
Vice Principal/Athletic Director  
Supervisors of Instruction

1:2 The Board and the Unit agree to participate in negotiations under the New Jersey Employer-Employee Regulations Act, such participation being in good faith for the purpose of arriving at mutual agreement on the terms and conditions of employment. Negotiations shall begin no later than November 15 of the year prior to the school year for which the contract will be negotiated.

1:3 Directing Requests: Requests for meetings from the Administrative Unit will be made directly to the Superintendent. Requests from the Board shall be made to the representative of the administrators. A mutually convenient meeting date shall be set within 30 days of the date of request by either party.

1:4 Meetings: Meetings shall be called upon the written request of either party. Requests for meetings shall contain the reasons for the request. Official summary minutes shall be kept by the parties present.

1:5 Agreement: When agreement is reached, it shall be reduced to writing by the Board, and when ratified by the Board and the administrators shall be signed by both parties. The agreement shall not discriminate against any member of the unit regardless of membership or non-membership in the Unit.

### **ARTICLE II**

#### **GRIEVANCE PROCEDURE**

The grievance shall be a complaint arising out of interpretation and application or violation of policies, agreements or administrative decisions affecting the terms and conditions of employment of the employees covered by this agreement.

Board: \_\_\_\_\_

Unit: \_\_\_\_\_

1. The grievant shall submit his/her grievance in writing on the Grievance Form to the Superintendent within fifteen (15) school days of the incident unless extenuating circumstances prohibit meeting this time stipulation.
2. The Superintendent will answer or settle the matter within five (5) school days of receipt of the grievance.
3. If the grievant is not satisfied after Step 1, the grievant may appeal to the Board of Education in writing within ten (10) school days after receipt of the superintendent's answer.
4. The Board of Education will schedule a meeting with the grievant within thirty (30) school days after receipt of the grievance and render a decision within fifteen (15) days after the hearing.
5. If the grievant is still not satisfied, he/she may take appropriate steps within the confines of law and ask for arbitration.
  1. He/she may within five (5) school days of the Board's decision, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, they may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the grievant.
  2. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association or PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or PERC in the selection of an arbitrator.
  3. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her recommendation not later than thirty (30) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's recommendation shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement.

Board: \_\_\_\_\_

Unit: \_\_\_\_\_

4. The arbitrator shall limit him/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s).
5. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.
6. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in the Agreement shall be final and binding on the aggrieved employee or employees, the Association and the Board.
7. All fees of the arbitrator including, but not limited to necessary travel expenses, fees for transcripts, and payments to witnesses, of any arbitration proceedings shall be borne by the parties equally, except that each shall pay the fees of its own counsel.
8. Nothing in the Article shall be construed to deny to the grievant the right to appeal to PERC, the Commissioner or the courts.

### **ARTICLE III**

#### AMENDMENTS

All or part of this agreement may be amended by mutual consent. All amendments must be in writing and be signed by the Board President and one additional member of the Board, as well as by two representatives of the bargaining unit.

### **ARTICLE IV**

#### INSURANCE PROTECTION

4:1 *Medical:*

The Board will pay full premium on the Family Plan for medical and surgical under carriers of their choice, except that such coverage shall be at least equal or the same as the PACE program.

A new employee, with a family, has the opportunity to choose from all medical plans of coverage available in the district.

4:1a The major medical deductible shall be \$150 single and \$300 family.

4:1b The threshold cap on major-medical coverage will be \$3,000.

Board: \_\_\_\_\_

Unit: \_\_\_\_\_

- 4:2 *Dental:*  
The Board will pay full premium on the Family Plan for dental care under a carrier of their choice. Such plan will be for 100% coverage of those employees eligible for same.
- 4:3 *Optical:*  
A vision/eyeglass plan of the Board's choosing shall be implemented; covering the same personnel and dependents as present medical coverage.
- There shall be a deductible of \$10.00 for an exam and \$25.00 for glasses or lenses.
- 4:4 *Prescription Plan:*  
For the duration of the contract, the Board will pay the full premium on the Family Plan for a Co-pay of \$0(mail) - \$10(generic) - \$15(non-generic). If a generic prescription is not available, the non-generic prescription will be \$10. The plan will include insulin and contraceptives.
- 4:5 All employees on leave without pay, or those who retire, shall have the option to remain in all the medical plans and shall reimburse the Board at the group rate, three (3) months in advance.
- 4:6 The Board will provide a group disability insurance policy for the administrative unit issued by UNUM Insurance Company at no cost to the employee. The policy will have a benefit level equal to 60% of salary.

## ARTICLE V

### SICK LEAVE, PERSONAL DAYS AND TEMPORARY LEAVES OF ABSENCE

- 5:1 The Board will grant fifteen (15) sick days and five (5) additional days at the Board's discretion.
- 5:2 The Board will allow four (4) personal days. Unused personal days will be converted to one sick day for each unused personal day. Converted days may not be included in those accumulated for reimbursement when retiring or leaving the district.
- 5:3 The Board shall grant four (4) days leave, with pay, for death in the immediate family, unless death occurs simultaneously, in which case the same number of days shall apply for each death. The immediate family shall include: mother or father, husband or wife, son or daughter, brother or sister, guardian, father/mother-in-law, grandparents and grandchildren, grandmother-in-law, grandfather-in-law, sister-in-law, brother-in-law, aunt, uncle, step-family member, and significant other living in household. The Board will allow for extenuating circumstances.

Board: \_\_\_\_\_

Unit: \_\_\_\_\_

- 5:4 a. Administrators with more than three years of continuous service in Manchester will be paid for sick leave accumulated while employed by Manchester Township School District upon leaving the district in good standing at a rate of pay for each day up to a maximum of \$3,500.
- b. Administrators leaving the Manchester Township School District for the purpose of retirement will be paid for sick leave at a rate of one-half (1/2) pay for each day, up to a maximum of \$20,000. Any employee hired July 1, 1997 and thereafter, will only be paid for sick leave accumulated while employed in Manchester.
- c. In the event of the death of an employee prior to retirement, the accumulated sick leave payment shall be paid to the employee's estate.
- 5:5 Administrators will not be required to work on days when school is closed for inclement weather, winter recess or spring recess.
- 5:6 Upon request of a tenured administrator, and with the recommendation of the Superintendent of Schools and the approval of the Board of Education, a leave of absence may be granted without pay and benefits for not more than one (1) year. Said request shall not be unreasonably denied. Employees may pay the insurance premiums through the Board at group rates. If the leave exceeds six (6) months, it shall not count for advancement on the salary guide.

**ARTICLE VI**

**WITHHOLDING OF INCREMENTS AND RAISES**

The Board of Education may withhold increments or other raises for inefficiency or other good cause as provided in the New Jersey statutes 18A:29-14 and the decisions of the Commissioner and other courts of the State of New Jersey interpreting said statute.

**ARTICLE VII**

**TERMINATION OF CONTRACT**

Sixty (60) days notice must be given, in writing, by the administrator to the Board of Education of his/her intention to terminate the employment contract. The Board must give non-tenured administrators sixty (60) days notice of intention to terminate the employment contract.

Board: \_\_\_\_\_

Unit: \_\_\_\_\_

**ARTICLE VIII**

**VACATION**

- 8.1 The vacation schedule with pay shall be:
- |   |           |
|---|-----------|
| Under fifteen (15) years in public school education   | - 20 days |
| Fifteen (15) years or more in public school education | - 25 days |
- 8:2 In any given year, the number of banked vacation days will not exceed the eligible vacation days for that year. A minimum of ten (10) vacation days shall be taken each year. Banked vacation time may be used for extended vacations, provided that the employee has approval from the Superintendent. Banked vacation time in excess of the yearly allotment will be lost unless the employee has the prior approval of the Superintendent to carry unused vacation into the following year. The approval to carry vacation time to the following year shall be reserved for those instances in which the requirements of the District and/or the Superintendent prevented the employee from effectively utilizing his or her vacation time.
- 8:3 Accrued vacation time shall be paid to the employee upon resignation, retirement or termination of contract.
- 8:4 Vacation pay shall be provided to the employee before the start of the vacation. A written request must be received in the Superintendent's office thirty (30) days prior to the commencement of the vacation.
- 8:5 Employees must request vacation days at least two (2) weeks in advance. The Superintendent of Schools must approve specific dates of vacation before they can be taken.
- 8:6 Administrators hired July 1, 1998 and thereafter, who have a ten (10) or eleven (11) month contract will not receive vacation.

**ARTICLE IX**

**PROFESSIONAL DEVELOPMENT**

- 9:1 The administrative unit shall be allotted \$26,000 during the life of the contract for professional development, to be used for:
- Tuition of courses approved by the Superintendent.
  - Costs accrued for attendance at national, state and/or other approved, educationally-related conventions, or symposiums.
  - An additional \$1,000 above and beyond the \$26,000 allotment may be used for tuition by an administrator not scheduled for professional improvement funds (See below).

Board: \_\_\_\_\_

Unit: \_\_\_\_\_

- Schedule of use:
  - (1) Principals may utilize professional improvement funds one out of the three years at a maximum allotment of \$2,000 per year.
  - (2) Vice-principals and supervisors may utilize professional improvement funds one out of the three years at a maximum allotment of \$2,000 per year.
  - (3) Any unused professional improvement funds, exclusive of the \$1,000 off-year allotment, shall be utilized by any administrator for professional improvement upon approval of the superintendent, including course reimbursement.

9.2 Administrators must indicate their intent to take courses by June 1 for summer and fall courses and by January 1 for spring courses. Courses are to be in education and clearly related fields in a recognized graduate program; however, at the sole discretion of the Superintendent, professional development courses or symposiums may be substituted thereby waiving the requirement that all courses be in a recognized graduate program.

9.3 The Board will reimburse the Administrators after they have successfully completed the courses or symposiums.

9.4 If tuition reimbursement is utilized from anyone covered under the agreement, it is expected that the unit member remain employed with the district for three years after the reimbursement. If that individual leaves the district, a pro-rated portion of the reimbursement will be payable back to the district by the individual.

9.5 The Board will additionally pay for approved courses that they request an administrator to take when that administrator has successfully completed the course of instruction.

9.6 In the event that there are monies remaining in the professional development account allotment for the administrative unit, the administrative unit can petition the superintendent to utilize any remaining funds within said account toward reimbursement in a recognized graduate program for any members chosen by the administrative unit who has exceeded their \$2,000 allotment. This request must be made by May 1<sup>st</sup> of each year of the agreement.

9.7 The Board shall pay dues for national and state associations in the amount not to exceed one thousand (\$1000) per year for each member of the bargaining unit.

## ARTICLE X

### TRAVEL

10.1 Administrators can receive a \$75 per diem advance that will be processed prior to your trip if the purchase order is completed and approved the month before said

Board: \_\_\_\_\_

Unit: \_\_\_\_\_

trip.

It will be necessary to have receipts for expenses, which shall be submitted to the business office within two weeks of return. If the receipts total less than \$75, a reimbursement to the district for the difference is expected within thirty days of return. Any amount over \$75 will be the responsibility of the employee.

<b>MANCHESTER TOWNSHIP ADMINISTRATOR'S UNIT</b>	<b>MANCHESTER TOWNSHIP BOARD OF EDUCATION</b>
<b>Date</b>	<b>Date</b>
<b>Date</b>	<b>Date</b>
<b>Date</b>	<b>Date</b>
<b>Witness</b>	<b>Date</b>

Board: \_\_\_\_\_

Unit: \_\_\_\_\_

### Supervisors

		2007/2008	2008/2009	2009/2010
Step	01	78,104	79,600	81,000
	02	80,000	81,735	83,301
	03	82,500	83,720	85,536
	04	85,000	86,336	87,612
	05	88,500	88,952	90,350
	06	93,937	92,615	93,088
	07	95,000	98,305	96,921
	08	97,500	99,417	102,876

### Vice Principals

		2007/2008	2008/2009	2009/2010
Step	01	89,000	90,000	91,000
	02	95,797	93,138	94,188
	03	103,078	100,281	97,469
	04	107,249	107,871	104,913
	05	111,320	112,236	112,887
	06	122,054	116,496	117,455
	07	125,000	127,730	121,913
	08	127,500	130,812	133,669

Board: \_\_\_\_\_

Unit: \_\_\_\_\_

### Principals

		2007/2008	2008/2009	2009/2010
Step	01	93,500	94,000	95,000
	02	98,000	97,847	98,371
	03	107,696	102,557	102,397
	04	111,919	112,704	107,325
	05	116,750	117,123	117,945
	06	122,712	122,178	122,570
	07	126,000	128,418	127,860
	08	130,000	131,859	134,390

### High School Principal

		2007/2008	2008/2009	2009/2010
Step	01	102,796	102,796	102,796
	02	107,576	107,576	107,567
	03	112,578	112,578	112,578
	04	117,812	117,812	117,812
	05	122,112	123,291	123,291
	06	126,210	127,790	129,023
	07	130,071	132,079	133,732
	08	134,500	136,119	138,221

Board: \_\_\_\_\_

Unit: \_\_\_\_\_