

AGREEMENT BETWEEN

**MONMOUTH REGIONAL HIGH SCHOOL
BOARD OF EDUCATION**

AND

**MONMOUTH REGIONAL HIGH SCHOOL
ADMINISTRATORS AND SUPERVISORS ASSOCIATION**

JULY 01, 2005 THROUGH JUNE 30, 2008

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PREAMBLE

This Agreement is entered into this 17th day of May 2005 between the Monmouth Regional High School Board of Education, hereafter referred to as the “Board”, and the Monmouth Regional Administrators and Supervisor’s Association, hereafter referred to as “MRASA”.

The parties hereto agree as follows:

ARTICLE I

RECOGNITION

A. Pursuant to the New Jersey Employer-Employee Relations Act, the Monmouth Regional Board of Education, Tinton Falls, New Jersey, recognizes the Association as the exclusive representative of all personnel designated as:

Supervisors
Athletic Director/Director of Student Activities
Assistant Principal
Guidance/Health Services Director
Director of Special Services

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

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Upon reasonable written request by the Association, the Board agrees to advise the Association in writing of the place and manner of obtaining information or documentation, pertinent to negotiations, which the Board is by law required to release.

B. The parties hereto agree to commence collective negotiations no later than ninety (90) days of the calendar year of this Agreement's expiration. The parties' respective negotiating representatives shall not be subject to selection, control or review by the other party.

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

D. This Agreement represents the complete and final agreement on all terms and conditions of employment that were consensually agreed to during the negotiation of this agreement.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment as established by the Rules, regulations and/or policies of the Board in force on the effective date of this Agreement to the certified employees designated in Article I, Recognition, shall continue to be so applicable during the term of this Agreement. Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any benefits or duties existing on the date of the signing of this Agreement. Nothing contained herein shall detract from Management's Rights.

F. The Board agrees not to negotiate concerning the terms and conditions of employment of the aforementioned certificated employees other than with the M.R.A.S.A. during the term of this Agreement. This Agreement shall not be construed as precluding the parties hereto from mutually amending this Agreement in writing. This Agreement incorporates the entire understanding of the parties as to negotiations between them for the period of this Agreement.

G. It is understood and agreed that every part of this Agreement may be opened for renegotiation in connection with a successor Agreement for the academic year 2008-2009.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITION

A "Grievance" shall mean a complaint by an employee(s) or by the Association that there has been an inequitable, improper or unjust application, interpretation or violation of Board Policy, this Agreement, or an administrative decision, except that the term "grievance" shall not apply to:

1. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or

2. A complaint of a non-tenured employee which arises by reasons of his/her not being re-employed; or

3. A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure either is not possible or not required.

4. A grievance to be considered under this procedure must be initiated by the grievant [i.e., the employee(s) or the Association] within twenty (20) work days from the time when the grievance knew or should have known of its occurrence.

B. PROCEDURE

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant 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 waiver of further appeal of the decision. The parties may mutually agree in writing to extend or contract any time limitations set forth in this Article.

1. It is understood that an employee grievant 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 duly determined.

2. The grievant shall file a written grievance with his/her immediate supervisor within twenty (20) work days (as defined in section A.2. of this Article). The written grievance must specify the following: (a) the date the grievance occurred; (b) the nature of the grievance, including the Board Policy, administrative decision and/or Article(s) and sections(s) of this Agreement giving rise to the grievance; (c) the nature and extent of any claimed injury, loss or inconvenience; and (d) remedy sought. The immediate supervisor shall provide the grievant with a written answer to the grievance within five (5) workdays from the date the written grievance was received.

3. The employee grievant, no later than five (5) workdays after receipt of the decision of his/her immediate supervisor, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and shall set forth the reason(s) why the grievant is dissatisfied with the answer of the immediate supervisor. The written appeal must have the previously filed grievance and answer thereto attached.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) workdays from receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association and to the immediate supervisor.

4. If the grievant wishes to appeal the decision of the Superintendent to the Board of Education, the grievant shall file, in writing, the appeal within ten (10) working days from receipt of the Superintendent's decision. The Board of Education shall review the grievance and render a decision within forty-five (45) calendar days of receipt of the grievance unless the Board of Education in its discretion extends the period of time for its review.

5. If the grievance is not resolved to the satisfaction of the employee grievant and he/she wishes a review by a third party, he/she shall so notify the Association within ten (10) work days of receipt of the Board of Education's decision. If the Association determines that the matter should be reviewed further, it may initiate arbitration under the procedure set forth below.

C. ARBITRATION

1. If the Association desires to initiate arbitration, it shall send a written demand for arbitration to the New Jersey Public Employment Relations Commission (PERC), with a copy to the Superintendent, within twenty (20) work days from the date of receipt of the Superintendent's decision or, if not timely received, within twenty (20) work days from the date it should have been received. The arbitration shall be conducted under the rules and regulations of P.E.R.C. then in effect.

2. The arbitrator shall be limited to the issue(s) submitted and shall consider nothing else unless mutually agreed to by the Board and the Association. The arbitrator can add nothing to, or subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding.

3. Rights of an Employee to Representation

i. An aggrieved employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by the Association or by a representative selected or approved by the Association.

ii. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or at any later level, be notified by the Superintendent that the grievance is in process, have the right to be present and submit its position in writing at any hearing held concerning the grievance and shall receive a copy of all decisions rendered.

iii. The Board and the Association shall assure the employee freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her grievance.

D. COSTS

1. Each party will bear its own costs incurred in the grievance/arbitration procedure.

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

3. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee whose attendance is not required must be without pay or charged to personal time.

E. CLASS GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of employees which has common issues of fact and law, the Association may initiate and submit such grievance in writing at the Superintendent's level of the grievance procedure set forth in this Article. The Association may process such grievance through all levels of the grievance procedure.

ARTICLE IV

ADMINISTRATOR RIGHTS

- A. No Administrator shall be disciplined in any manner or form without just cause.
- B. Whenever any Administrator is required to appear before the Board or any committee or member thereof concerning any charge or inquiry into a matter which would adversely affect the continuation of that Administrator in office, position or employment or the salary or any increments pertaining thereto, then the Administrator shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a designated representative of the Association, or the person's own choice, present to advise and represent the Administrator during such meeting or interview.

ARTICLE V

ADMINISTRATOR EVALUATION

- A. An Administrator shall have the right to see his/her evaluation reports and shall receive a copy of all evaluation reports.
- B. An Administrator shall have the right, upon request, to review the contents of his/her personnel file.
- C. The Administrator shall have the right to submit a written answer to material derogatory to an Administrator's conduct, service, character or personality.
- D. All personnel shall be evaluated in accordance with the law.

ARTICLE VI

ADMINISTRATIVE HOURS

A. As professionals, the administrators shall devote sufficient time to achieve the educational goals and mission of the Board of Education. Supervisors and administrators will be responsible to see that their respective areas are properly prepared at the beginning of the school day and properly secured at the end of the school day.

With respect to hours, this shall mean that the Administrators and Supervisors shall report to their assignments at a reasonable time prior to the staff arrival and remain a reasonable time after the staff departure.

In cases of emergency, the Superintendent's discretion shall prevail with regard to starting and ending times for members of the bargaining unit.

B. All members of the bargaining unit shall attend Back to School Night, Parent Teacher Conferences, Academic Awards Night, and 8th Grade Parents Night. Supervisors shall attend all after school activities where departmental supervision is required. Supervisors will be required to supervise one additional evening activity including departmental event per year as assigned by the building Principal. It will be determined in the Superintendent's Administrative Team Meeting which team members shall be designated to supervise after school activities.

C. The Athletic Director shall attend all football games (home and away); attend all State and Conference Championship Contests if Monmouth Regional High School competes; attend all home Basketball, Wrestling and Gymnastic events; and be present for the start of all home athletic contests, not specifically set forth in the foregoing.

D. The Director of Guidance or his/her designee shall supervise S.A.T.'s and other such testing as required. When the Director of Guidance attends Evening Programs related to counseling, compensatory time will be provided.

ARTICLE VII

PERSONAL LEAVE

A. Present policy for Administrative employees as stipulated in the Monmouth Regional High School Board of Education Policy # 4151.7 shall continue for the term of this Agreement. All requests for consecutive personal days shall include a statement of reasons for the need of these dates. Personal leave is not to be taken the day immediately before or after school is closed for a holiday or vacation, except in the case of emergency with the consent of the Superintendent, or for other matters deemed appropriate by the Superintendent.

B. Personal leave is not to be construed as vacation time.

C. If an Administrator who is entitled to personal leave under Paragraph A above does not utilize the three (3) contractual personal leave days in the course of a year, then the unused portion of said three (3) contractual personal leave days shall accumulate as sick leave in the next year.

D. Bereavement Leave:

a. **Death In The Immediate Family:** An allowance of up to five (5) days' leave at any one time shall be granted. Immediate family shall be considered: father, mother, spouse, child, or any member of the immediate household.

b. **Death of a Relative of the Second Degree:** An allowance of up to three (3) days' leave shall be granted. Relative of the second degree shall be considered: current Grandparent, mother-in-law, father-in-law, brother-in-law or sister-in-law.

c. **Other:** An allowance of up to one (1) day's leave at any one time shall be granted for the death of a friend or relative not defined above.

d. **Travel Considerations:** The Superintendent will consider up to two (2) days travel in the case of death of immediate family member or in-law's where arrangements are a significant distance from New Jersey.

ARTICLE VIII

SICK LEAVE

A. Supervisors shall be entitled to eleven (11) sick days per year. Twelve month Administrators shall be entitled to twelve (12) sick days per year. The Board of Education reserves the right to require reasonable documentation and verification of sick leave.

B. Members of the Bargaining unit shall be entitled to sick leave pay upon retirement as follows.

- Effective July 1, 2005 through June 30, 2008 a maximum of \$33,750.00 with a two hundred and twenty-five (225) day cap at \$150.00 per day.

The Board Secretary shall be notified six months in advance of retirement, except in case of sudden illness, or serious unforeseen matters. Failure to comply can result in delay of up to one year for sick leave benefits, until funds can be budgeted. This payment can be deferred as a lump sum payment for a period up to twelve (12) months if mutually acceptable and if permissible by the IRS and NJ Division of Pensions.

ARTICLE IX

VACATIONS/PAID DAYS OFF

A. Twelve month Administrators shall be entitled to twenty-two (22) days of paid vacation leave per year. A maximum of twenty-two (22) unused vacation days may be carried over. The scheduling of vacation shall be subject to the approval of the Superintendent. The approval of the Superintendent shall be in the Superintendent's discretion and grievable only to the Board of Education and is not subject to arbitration.

B. Effective July 1st 2005 Administrators will receive four (4) paid days off to be taken during Winter or Spring Break. This time is in addition to vacation days.

ARTICLE X

PROFESSIONAL LEAVE

Up to four (4) days for professional leave may be authorized by the Superintendent for the certified employees during each academic year. The granting of professional leave is subject to the approval and sole discretion of the Superintendent. A refusal to grant professional leave is grievable to the Board level only and is not subject to arbitration.

ARTICLE XI

WORK YEAR / CLASS COVERAGE

A. Twelve (12) month Administrators shall be entitled to twenty-two (22) days paid vacation and paid holidays.

B. Supervisors work year shall be September 1st through June 30th in accordance with the Teacher's work calendar. In addition, Supervisors shall work twenty-two (22) additional days between the end of the Teacher's work year in June and the commencement of the Teacher's work year in September. Of these twenty-two (22) workdays, Supervisors shall work Tuesday, Wednesday and Thursday, commencing from two weeks prior to the start of school until the start of the school year and such other days as scheduled by the Superintendent to the maximum of twenty-two (22) workdays. In case of emergency, supervisors may be required to work at any time.

C. Class Coverage: Assignment of Supervisors to cover classes shall be after all available substitutes and teachers are utilized.

No long-term assignment (greater than 21 days) shall be made without prior notice to both the Supervisor and the Association President. All long-term assignments must be within the certificated area of the Supervisor.

D. Supervisors covering classes in excess of their assigned class shall be compensated as follows for

long term assignments:

- a. five (5) days or less no compensation
- b. six (6) to twenty (20) \$25.00 per class
- c. Twenty-one (21) and beyond \$40.00 per class retroactive to the first day of coverage for the long term assignment.

E. Supervisors teaching six or more independent study students will be compensated in the following manner at the discretion of the Superintendent.

- Either:
- a. reduction by one teaching assignment
 - b. compensation of \$40.00 per day for each day the supervisor meets with six or more independent study students.

ARTICLE XII

INSURANCE PROTECTION

A. The Board shall provide the following health care insurance protection for all certificated employees covered by this Agreement.

B. The Board shall make payment of full individual or full family insurance premiums for members as appropriate to provide insurance coverage for the full twelve (12) month period for the following insurance at regular rate:

1. Hospitalization
2. Surgical benefits;
3. Major medical benefits.

For employees hired after June 30, 2003 this medical coverage shall be a PPO Plan. Employees hired prior to June 30, 2003 will have the option of Traditional or PPO Plans.

C. Employees with dependents insured elsewhere vis-à-vis, the above benefits shall not be eligible for dependent coverage by the Board unless such coverage is relinquished at the dependent's place of employment.

Employees with a spouse in military service are not eligible for the medical benefits rendered above.

D. The Board reserves the right to change the carrier. However, the benefits under a new carrier must be at least equal to those of the State Health Benefit Program. If a change in carrier is to be made, the proposal will be submitted to the Association President for examination but not for approval. The final decision shall be made by the Board.

E. The Board shall provide a Prescription Drug Program covering employee, spouse and family. Such Program shall be with a \$10.00 deductible co-insurance feature for non-generic drugs and a \$5.00 deductible co-insurance feature for generic drugs, and a no-pay feature for mail-in refills. This benefit shall apply to the same employees as set forth in Section A above.

F. The Board shall provide a Dental Program with coverage equal to or better than coverage under the prior agreement. The coverage shall include a 90/10 co-insurance provision with a zero deductible. This program shall cover employee and dependents. This benefit shall apply to the same employees as set forth in Section A above. Orthodontal coverage shall continue at a 50-50 split, but to a maximum of Two Thousand Dollars (\$2,000.00). Orthodontal shall include adult coverage.

ARTICLE XIII

AUTOMOBILE INSURANCE COVERAGE

A. The Board shall provide insurance coverage for private vehicles when utilized by staff to transport pupils when authorized in connection with school activities if such insurance is available at regular rates. Coverage shall be obtained by completing the regular field trip form. In such cases, the Board's insurance company shall become the prime carrier and protection shall extend to cover personal injury to the teacher as well as his passengers.

B. Effective upon execution of the collective agreement, the mileage rate for approved travel shall be at the Internal Revenue Service rate.

ARTICLE XIV

PROFESSIONAL MEMBERSHIPS

The Board of Education recognizes the need for each member of the bargaining unit to participate in professional organizations.

Professional membership fees of the basic PSA rate through June 30, 2008 shall therefore be budgeted and submitted for approval by each member of the bargaining unit to the Board of Education.

ARTICLE XV

REPRESENTATION FEE

A. If any employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.

C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

D. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deduction was made.

E. These deductions shall commence thirty (30) days after the beginning of reemployment in the unit.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not available, the employer shall immediately cease making said deductions.

G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation the Board shall have no obligation to defend actions arising under this Article but, once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.

ARTICLE XVI

EXTRA CURRICULAR/COACHING

If a position is open after offering same to MREA, and if time allows within the administrator or supervisors schedule, coaching and extra curricular positions may be filled by Association unit members.

ARTICLE XVII

PAYMENT FOR GRADUATE CREDITS

A. The Board agrees to reimburse a member of the unit for his/her actual out-of-pocket expenditures for graduate credits up to a maximum of Three Hundred and Eight (\$308.00) dollars per credit for courses within the member of the unit's field of specialization, and up to a maximum of One Hundred and Fifty-Eight (\$158.00) dollars per credit for courses outside the member of the unit's field of specialization up to a maximum of six (6) credits per school year for the entire length of the contract. To be eligible for reimbursement the foregoing credits must be graduate credits; no equivalency shall be allowed; further, the credits must be obtained from an accredited college or university. Provided further, that said credits must be either:

1. Be all in the area of the member of the unit's current field of specialization; or
2. Not more than three (3) of six (6) credits be outside of the member of the unit's current field of specialization; or
3. All six (6) credits be required within a program for which the member of the unit is matriculated and working towards a degree in his current field of specialization.
4. Approval is needed from the Superintendent prior to enrollment if credits are to be considered in field.
5. The Board of Education shall deem certain areas each year to be counted in field, in addition to those within the member of the unit's field of specialization.

B. Payment for courses taken shall be made upon receipt of the proper application with a copy of the college receipt for payment and a copy of the report card or transcript indicating successful completion of the course or courses for which payment is requested.

C. Courses are eligible for payment only after completed and reimbursement must be requested within two (2) months after completion of the course. No retroactive reimbursement for courses shall be permitted.

COMPENSATION/SALARY GUIDE

Administrators		2005-06	2006-07	2007-08
ANTHONY	DEORIO	\$83,245	\$88,599	\$95,000
SUSAN	GALLO	\$96,245	\$102,217	\$108,472
SCOTT	LARKIN	\$74,245	\$79,172	\$85,000
MICHAEL	LUCCARELLI	\$109,816	\$111,000	\$112,000
JESSE	WHITEHEAD	\$118,309	\$120,000	\$121,000
Supervisors				
JESSICA	BLAIR	\$103,463	\$108,602	\$113,525
DIANA	DAVIS	\$105,745	\$110,993	\$116,029
STEVE	DIDONATO	\$106,994	\$112,307	\$117,400
JOAN	LENARD	\$103,217	\$108,120	\$109,000
VICTORIA	ROMANA	\$58,145	\$62,350	\$70,066
DENISE	SMOLUCHA	\$104,632	\$109,827	\$114,808
RONALD	WARDELL	\$59,490	\$63,766	\$70,542
	totals	\$1,123,546	\$1,176,953	\$1,232,842

ARTICLE XIX

DURATION OF AGREEMENT

The provisions of this Agreement shall become effective as of the date of the signing of a Memorandum of Agreement and shall remain in full force and effect through June 30, 2008.

Attest:

MONMOUTH REGIONAL HIGH SCHOOL
BOARD OF EDUCATION

,Secretary

By: _____,President

Attest:

MONMOUTH REGIONAL SUPERVISORS
AND ADMINISTRATORS ASSOCIATION

,Secretary

By: _____,President