

A G R E E M E N T

between

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION

and

MATAWAN REGIONAL ADMINISTRATORS ASSOCIATION

JULY 1, 2002 through JUNE 30, 2005

Revised: July 8, 2003

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PREAMBLE

THIS AGREEMENT entered into this ____ day of _____, 2003, by and between the BOARD OF EDUCATION OF THE MATAWAN-ABERDEEN 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 I

Recognition

A. Pursuant to Chapter 123, Laws of 1974, the Board hereby recognizes the M.R.A.A. as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all principals, assistant principals, supervisors, directors and school psychologists.

B. All other employees employed by the Board not specifically enumerated above are excluded from the collective negotiations unit; however, if a new position is created by the Board which the Association feels should properly be included in the bargaining unit, the Board agrees to negotiate with the Association for these purposes. Failing agreement by the parties, the Association retains the right to ask the Public Employment Relations Commission for a unit determination as to whether said position should be included in the unit.

C. Prior to the proposed elimination of any position in the bargaining unit, the Board shall discuss the matter with the Association. However, the Board retains the sole right in its discretion to eliminate or reduce positions.

D. Any reference to males in this Agreement shall include females, and any reference to the term “administrator” shall refer to all members of the bargaining unit, unless otherwise noted.

ARTICLE II

Negotiation Procedure

A. **Timetable**

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 negotiations shall be reduced to writing and submitted to the M.R.A.A. and the Board of Education for ratification.

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

ARTICLE III

Administrators' Rights and Responsibilities

A. The M.R.A.A. shall have the right to meet with the Superintendent in connection with the formation of policies affecting the operation of the school district. These policies may pertain, but not be limited to, such matters as school calendar, attendance districts, building programs, administrator-staff pupil ratios, re-organization plans, staffing, grievances and welfare.

B. When proposals affecting the school district are being negotiated by the Board with any group, the M.R.A.A. shall have the right to designate a representative to advise the Board Negotiating Team. Such representative may, at the option of the Board, be excluded from caucus or executive meetings or sessions.

C. Whenever controversy over an administrator's decision arises, the M.R.A.A. shall have the right to private prior conference with the Superintendent and, if not resolved there, to the Board.

D. All members of the bargaining unit shall have the responsibility to support policies made by the Board, to be conscientious in the discharge of their duties, to conform to high standards of ethical and professional conduct and to effectively carry out administrative procedures and directions issued by the Superintendent provided they are consistent with this agreement and State Law.

E. The Board of Education (or its designee) is required to advise a new employee who is to be recommended for employment as to the names of the Association Officers, which shall be provided by the Association to the administrator in charge of personnel. In addition, the prospective employee shall be given a copy of the then existing negotiated agreement with the M.R.A.A.

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/her. 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. Procedures

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 processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process.

C. **Steps**

LEVEL ONE:

Any administrator who has a grievance shall discuss it first with the Superintendent or his/her designee in an attempt to resolve the matter informally at that level.

LEVEL TWO

If, as a result of the discussion, the matter is not resolved to the satisfaction of the administrator within seven (7) school days, he/she may set forth his/her grievance in writing to the Superintendent on the grievance forms provided. The Superintendent shall communicate his/her decision to the administrator in writing with reasons within seven (7) school days of the receipt of the written grievance.

LEVEL THREE:

If the grievance is not resolved to the administrator's satisfaction, he/she, no later than seven (7) school days after receiving the Superintendent's decision, may request a review by the Board of Education. The request shall clearly explain the basis of the grievance and shall be submitted in writing through the Superintendent of Schools, who

shall attach all related papers and forward the request within seven (7) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the administrator, hold a closed 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 the Agreement, and the administrator wishes review by a third party, he/she shall so notify the Board through the Superintendent within eleven (11) school days or receipt of the Board's decision. An administrator in order to process his/her grievance beyond level three must have his/her request for such action accompanied by the written recommendation for such action by the M.R.A.A.

The M.R.A.A. shall make application and comply with the procedures to secure an arbitrator through the Public Employment Relations Commission 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 services of an arbitrator:

1. Within the time period set forth above, a request shall be made to the Public Employment Relations Commission for a list of arbitrators for the dispute in question.

2. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

3. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

E. **Rights of Administrators to Representation**

Any aggrieved administrator may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by representatives or legal counsel selected and/or approved by the M.R.A.A., not to exceed three (3) representatives.

F. **Cost**

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.

ARTICLE V

Work Year

A. Member of the bargaining unit who received a ten (10) month contract shall work in accordance with the adopted school calendar.

B. Members of the bargaining unit who received a twelve (12) month contract shall be entitled to a vacation in accordance with Article VI thereof.

ARTICLE VI

Vacation

A. Members of the Bargaining Unit who hold twelve (12) month positions shall be entitled to vacation days in accordance with the following schedule in addition to

those days during the school year when schools are closed according to the school calendar:

1. For employees who became members of the Bargaining Unit prior to July 1, 1996:

a. Thirty (30) vacation days for employees who have been employed by the Matawan-Aberdeen Regional School District for twenty (20) years or more on the eligibility date.

b. Those with less than twenty (20) years service as aforesaid shall be entitled to twenty-four (24) days.

c. The eligibility date is the June 30th immediately preceding the school year in which the vacation is to be taken.

2. For employees who become members of the Bargaining Unit after July 1, 1996:

a. Twenty-five (25) vacation days for employees who have been employed by the Matawan/Aberdeen Regional School District for twenty-five (25) years or more on the eligibility date;

b. Those with less than twenty-five (25) years service as aforesaid shall be entitled to twenty (20) days.

c. The eligibility date is the June 30th immediately preceding the school year in which the vacation is to be taken.

B. 1. At least four (4) weeks of vacation time shall be scheduled and taken by each employee during the months of July and/or August, or under special

circumstance, at other times. At the request of the employee, three of these weeks shall be uninterrupted except in the event of an emergency. The scheduling of these weeks and all other vacation days shall be approved in writing by the Superintendent of Schools. All other portions of the earned vacation period may be taken consecutively or as individual days as approved by the Superintendent of Schools.

2. In order to expedite the scheduling of vacations and to enable the Superintendent of Schools to coordinate the schools requirements with the request of the members of the Association, members will submit through the M.R.A.A. a requested vacation schedule for all members to the Superintendent of Schools no later than May 1st. The requests will be reviewed by the Superintendent of Schools who may either accept the requests or return them with comments as to the reasons why the requests cannot be accommodated. The requesting members will then revise the requests and resubmit same through the M.R.A.A. President.

C. It is the intention of the Board and the Association that vacation days be taken in accordance with the approved schedule. However, the Superintendent may, in emergency situations, request in writing that vacation time in whole or in part be rescheduled or, if necessary, eliminated. In that event the employee will either have vacation time carried forward or receive payment in lieu of vacation. The employee may state his/her preference but the final determination will be made by the Superintendent and approved by the Board of Education.

Except for this emergency situation, vacation days are not accumulative.

D. 1. In the event of the termination of service of a Bargaining Unit member prior to the taking of all of the vacation entitlement the member shall be reimbursed for such time as the rate of 1/240th of the annual salary for each such day of entitlement. The number of days is limited to days earned and unused in the year of termination at the rate of two and one-half (2 ½) days per month for employees with twenty (20) years or more of service on their last eligibility date and two (2) days per month for employees with less than twenty (20) years of service. In addition to the above the employee shall also be reimbursed for any permitted carry-over days.

2. In the event termination of service is caused by the demise of the Bargaining Unit member, the earned vacation shall be paid to the Estate of the deceased.

3. A formula for calculating the dollar value of the pro-rated benefit may be stated as follows:

$$B = \frac{YE}{240} \times DE + CO \times \frac{S}{240} \text{ where}$$

YE = Total days of Entitlement in the Year of Termination Based on Eligibility Date.

DE = Number of Days employed Prior to Termination.

S = Salary in Year of Termination.

CO = Permitted Carry Over Days from Prior Year.

ARTICLE VII

Temporary Leave of Absence

A. **Sick Leave**

1. Administration on a twelve (12) month contract are entitled to twelve (12) sick leave days each administrator's contract year with pay, as of the first official day of the administrator's contract year. Unused sick leave days shall accumulate from year to year with no maximum limit.

2. Members of the bargaining unit under a ten (10) month contractual obligation shall be eligible for ten (10) days sick leave as outlined in above paragraph.

3. All administrators who have exhausted their sick leave because of prolonged illness may request an extension of their sick leave.

The Superintendent of Schools may recommend to the Board of Education that the limitation be exceeded in extenuating circumstances.

4. Administrators shall be given a written accounting of their accumulated sick leave days no later than September 15 of each school year.

B. **On the Job Injury**

On the job injury benefits shall be governed by the provisions of N.J.S.A. 18A:30-

2.1. Any money received from worker's compensation shall be deducted from the salary of the bargaining unit member.

C. **Absence for Death in Family**

In the case of the death of a parent, brother, sister, current husband, current wife, child, current father-in-law, current mother-in-law, grandchild, stepparent, grandparent or a relative who is a member of the immediate household of an administrator, the administrator shall be excused, without loss of pay from the day of the 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: uncle, aunt, nephew, niece, cousin, current brother-in-law, current sister-in-law, current son-in-law, current daughter-in-law, stepchild.

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. **Personal Days**

Administrators shall be entitled to five (5) days per year for personal business with notice to the Superintendent of Schools. Any unused personal days will be added to the individual's accumulated sick leave.

ARTICLE VIII

Extended Leave of Absence

A. Request for leaves of absence without pay may be granted at the discretion of the Board of Education upon recommendation of the Superintendent of Schools.

B. All legal benefits to which an administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return and he/she shall be assigned within the scope of his certification as determined by the State Board of Examiners.

C. Sabbatical Leave:

1. Beginning July 1, 2003, the Board agrees to grant administrators a sabbatical leave of absence for educational reasons once every three (3) years at seventy-five (75%) per cent of the salary rate he/she would have received if he/she had remained on active duty for a full year, or for a half year at eighty-five (85%) percent of the salary rate he/she would have received if he/she had remained on active duty.

A position vacated for a half year sabbatical shall be covered by the existing staff or by an appointment of additional personnel at the discretion of the Board.

2. The Board shall consider applications in other years and will weigh the application based upon duration, educational purposes, or other reasons found to be acceptable to the Board. Request for sabbatical leave shall be received by the

Superintendent of Schools, in writing, no later than March 1st, and action should be taken on all such requests no later than April 1st, of the school year preceding the school year for which the sabbatical leave is requested.

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 sabbatical shall be granted based on seniority in the Association.

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. The Board, at its sole discretion, shall be permitted to waive this requirement.

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. Employees hired on or before January 1, 2003, shall not be eligible for sabbatical leave unless they have completed seven (7) years as an administrator in the district. All employees hired after January 1, 2003, shall not be eligible for sabbatical leave unless they have completed ten (10) years as an administrator in the district.

7. Employees may not receive more than one (1) sabbatical leave during their employment with the district.

ARTICLE IX

Health Care Insurance

A.

1. The Board of Education will continue to pay all premiums for full family coverage under the present plan which consists of Horizon Blue Cross/Blue Shield – Select/Blue Card coverage. The co-payment in-network physicians shall be \$20. The co-payment for the HMO plan shall be \$10.

2. The Board shall establish a Section 125 Cafeteria Plan, pursuant to the rules and regulations of the Internal Revenue Service. Employees who submit proof to the Board and Matawan Regional Administrators' Association of substitute coverage shall be permitted to waive medical insurance coverage in return for a \$2,000 payment for husband/wife coverage or \$2,500 for family coverage each year. Submission of proof and request to waive coverage must be completed on or before May 1, in the school year prior to the waiver. Payments for waiver shall be made in two equal installments in January and June of the school year for which coverage was waived. Employees will have the right to opt in/out of the Sectional 125 Cafeteria Plan each year by following the established procedure.

3. The Board will provide to each employee for the duration of this Agreement the New Jersey Dental Service Plan (known at the Delta Incentive Plan)

family coverage. The maximum accumulated benefit shall increase from \$1,000 per year to \$2,000 per year for premier and preferred coverage. The dental cap shall be fixed so as not to exceed at the rates in effect on June 30, 2005, which shall reflect the full school cost to the Board of the benefit for each employee.

4. The Board will pay up to the sum of \$150.00 per employee per annum for direct optical reimbursement for employees and their dependents.

5. The Board will pay all premiums for full family coverage for a prescription card with required co-payments of \$4.00 for generic drugs and \$8.00 for brand-name drugs.

6. The parties agree to permit the Board to change insurance coverage at the discretion of the Board, following notification to the Union, provided substantial equal or similar benefits are provided and that there is no increase in cost to the employees.

B. Administrators shall be allowed one-hundred and fifty (\$150.00) dollars per year for a physical examination. The bill will be paid directly to the physician or the employee upon submission of a voucher to the Secretary of the Board of Education.

ARTICLE X

Professional Dues

The Board agrees to pay dues annually for each administrator for membership to professional associations of the administrator's choice, excluding membership in the New

Jersey Education Association and Matawan Regional Administrators Association, not to exceed \$800.00 per unit member.

ARTICLE XI

Administrator Evaluations

A. An evaluation of an administrator which may be used as a determining factor for his/her salary or his/her job continuation must be made in writing to the administrator.

B. An administrator has the right to examine his/her 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/her 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/she will have the right to answer such complaints individually or with representation of his/her choice. A file notation with date will be made by the person furnishing the administrator the aforementioned information and the administrator will initial the notation to signify his/her receipt of same. In the event the administrator refuses to initial the receipt of the information, a file notation to that effect will also be made. The administrator shall also have the right to append a written file notation with his/her 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

MISCELLANEOUS

A. Administrators shall be permitted to submit claims to the Board of Education for damage to personal property as a result of action taken by others against the employees in the performance of their duties as administrators. The Board of Education agrees to review the administrators' claim for such losses, and subject to the administrators' verification as to the cause of the damage, the Board of Education shall make payment for such losses up to the employee's insurance coverage deductible. Under special circumstances, the employee may request that the Board consider reimbursement in excess of the insurance coverage deductible. This implementation of this paragraph shall not be subject to the grievance procedure.

B. Administrators shall be allowed mileage in accordance with Internal Revenue Service mileage allowances for travel in their own vehicles when they are used at the discretion of the Superintendent of Schools for duties related to their employment.

C. Terminal leave shall be granted to any administrator retiring after ten (10) years of consecutive and uninterrupted service in the Matawan-Aberdeen Regional School District in an amount equivalent to one (1) month's salary providing that said administrators meet the following conditions:

1. That he/she is a member of a New Jersey State Plan that provides a pension based on his/her school district employment.

2. That he/she has applied for and received approval for retirement benefits from said plan.

D. The payment for unused sick leave earned in the District shall be granted to any administrator retiring after ten (10) years of consecutive and uninterrupted service in the Matawan-Aberdeen Regional School District in the amount of fifty-five (\$55.00) dollars per day. Employees who become members of the Bargaining Unit after July 1, 1996, shall receive no more than \$5,500 or the teacher unused sick leave payment which accrued at the time the employee was a teacher in the District, whichever is higher.

ARTICLE XIII

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 Twelve Hundred (\$1,200.00) Dollars per person per school year, for expenses of attending workshops, conventions and

conferences when attendance is required or authorized by the Superintendent of Schools upon the presentation of receipts.

D. All administrators shall be eligible for tuition reimbursement.

Reimbursement shall be made upon the completion of all of the following conditions:

1. The specific course(s) requested shall be submitted to the Superintendent at least two weeks prior to the start of the course. The Superintendent's approval of the course must be obtained prior to starting the course.

2. Courses taken must lead to a definite educational objective related to assigned position of the applicant, or the courses must be directly related to the individual's professional needs as determined by his or her assigned position.

3. All courses eligible for tuition reimbursement must be successfully completed in accordance with the standards of the school or organization offering the course. The Board's obligation towards reimbursement shall be limited to those courses which require physical attendance in a class in order to obtain the education credits except for distance learning credits. The decision by the Superintendent covering distance learning credits shall not be subject to the grievance procedure.

4. Reimbursement shall be limited to Fifteen Hundred (\$1,500.00) Dollars per person per school year.

5. To be eligible for tuition reimbursement the administrator involved must file official evidence of successful completion of all reimbursable courses with the Office of the Superintendent of Schools.

Successful completion shall be:

- (a) A letter grade of “B” or better where letter grades are given.
- (b) “Pass” when “Pass-Fail” is given.
- (c) An official document that the course was completed in those situations where grades are not given.

6. In order to avoid a duplication of benefits from public funds, those courses taken under the Veterans Benefit Act, National Science Foundation Grants, NDEA Grants or other public scholarship and aids shall not be eligible for reimbursements.

7. Administrators whose employment relationship within the District terminates for any reason except in the case of a reduction in force, prior to the payment of the appropriate funds, shall not receive reimbursement.

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

Workshops

Administrators shall attend workshops up to a maximum of six (6) days to be held at the discretion of the Superintendent. However, these workshops shall be scheduled two (2) days immediately before and two (2) days immediately after the teacher work year. Two (2) additional days may be scheduled during the school year and conducted after the school day to be held as necessary at the sole discretion of the Superintendent. Such workshops will not be held on weekends, holidays or vacation days. The content of such workshops will be determined by the Superintendent in consultation with the administrative staff.

ARTICLE XV

Salaries

A. The Salaries for all administrators covered by this agreement shall be set forth in Schedule "A" for the 2002-2005 school years.

B. In the event that an employee is transferred to a lower paid position, as a result of a reduction in force, the employee shall be paid at his/her previously higher salary for a period of one year. This provision shall not apply to employees in acting or temporary positions. This provision also shall not apply to non-renewals or transfers.

ARTICLE XVI

Full Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement.

ARTICLE XVII

Duration of Agreement

THIS AGREEMENT shall become effective on July 1, 2002, and shall continue in effect through June 30, 2005. 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 above written.

MATAWAN-ABERDEEN REGIONAL
BOARD OF EDUCATION

ATTEST:

LAURA VENTER,
Board Secretary

GERALD DONAGHUE
President

Date: _____, 2003

Date: _____, 2003

ATTEST:

MATAWAN REGIONAL
ADMINISTRATORS ASSOCIATION

HELEN RAPPAPORT,
Secretary

PATRICIA O'KEEFE
President

Date: _____, 2003

Date: _____, 2003