

2282

**NEGOTIATED AGREEMENT  
BETWEEN  
MANSQUAN BOARD OF EDUCATION  
AND  
MANASQUAN ADMINISTRATORS' ASSOCIATION**

**1994-95**

**1995-96**

**1996-97**

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ARTICLE II  
NEGOTIATION OF SUCCESSOR AGREEMENT

A. The Association agrees to submit to the Board a proposed Contract on or before **October 1st** of the calendar year preceding the calendar year in which this Agreement expires. The proposed Contract, as submitted, shall include all demands on the part of the Association to be included in the successor Agreement. The Board shall acknowledge receipt of the proposed Contract and submit its counter proposals to the Association within thirty (30) days. The parties hereto agree to commence collective negotiations no later than **December 1st** of the calendar year preceding the calendar year in which this Agreement expires provided no unforeseen emergency or unusual circumstance renders this impractical or impossible.

B. Neither party shall have control over the selection of the negotiation representatives of the other party. Either party may call upon professional advisors to serve as consultants during any period or phase of the negotiations.

C. This Agreement incorporates the entire understanding of the parties hereto on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.

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

ARTICLE IV  
ASSOCIATION'S RIGHTS & PRIVILEGES

A. Whenever any representative of the Association or any administrator is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, s/he shall suffer no loss in pay.

B. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt named school operations; provided, however, that no employee shall engage in Association business or activities during his/her working hours.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Superintendent shall be notified in advance of the time and place of all such meetings. Approval of the Superintendent, or his/her representative, is required.

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, business machines and all types of audio-visual equipment at reasonable times -- when such equipment is not otherwise in use. Materials and supplies incident to such use shall, upon request by the Board, be furnished by the Association or reasonable cost of such materials and supplies shall be paid for, upon request by the Board, by the Association. It shall be the obligation of the Association to provide qualified, adequately trained personnel to operate the equipment. The Association agrees to pay for any equipment damaged or stolen while in use by the Association, as permitted under Paragraph "E."

E. The Association shall have the right to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board at the time of purchase.

2. Failure at any step of this proceeding to appeal the grievance to the next step within the specified time shall be deemed a forfeiture of the right to process the grievance at a higher level.

3. Time limits may be extended at any step in the proceeding by mutual written consent.

4. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue under the direction of the Superintendent or a named designee, perform all assignments and adhere to all policies, procedures and rules and regulations of the Board, until such grievance and the effect thereof shall have been fully determined.

5. The number of days indicated at each level shall be considered as the maximum, and every effort should be made to expedite the process.

E. Levels of the Grievance Procedure are as follows:

1. LEVEL 1

Any administrator who has a grievance shall file a written notice setting forth all pertinent details for his/her complaint with the Superintendent, within twenty-one (21) school days from the date after the grievant knew or should have known of the occurrence of the event giving rise to the grievance. Failure to file the grievance within such twenty-one (21) day period shall result in a forfeiture of the right to present the grievance.

The Superintendent or named designee shall meet with the grievant in an attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days; the Superintendent or a named designee shall communicate the decision in writing to the grievant and the Association within fifteen (15) school days of receipt of the grievance or five (5) school days after meeting with the grievant.

2. LEVEL 2

If the grievant is not satisfied with the disposition of the grievance at Level 1, the grievant shall file the grievance, in writing, with the Board of Education, except that a grievance involving the following shall not proceed to Level 2 of the Grievance Procedure as set forth herein.

(a) Any matter for which a detailed method of review is prescribed by law, or by any rules, regulations or by-laws of the State Commissioner of Education or State Board of Education such as but not limited to questions of tenure and suspension.

(b) Any matter which, according to law, is beyond the power of the Board of Education.

ARTICLE VI  
SICK LEAVE & PERSONAL ABSENCES

A. Annual Sick Leave

1. Sick leave is defined as the absence from his/her post of duty, of any such person because of personal disability due to illness or injury, or because an administrator has been excluded from school by the district medical authorities on account of contagious disease or by virtue of being quarantined for such a disease in his/her immediate household.

2. All administrators shall receive one (1) day of sick leave for each month employed in the contract year. It shall be the obligation of the employee to certify that the absence resulted from personal illness, and any employees absent over three (3) consecutive days may be re required to file a doctor's certificate of illness. A doctor's certificate of illness may also be required for other reasonable grounds.

3. A day's pay for sick leave shall be computed in accordance with prior administrative practice for administrators.

B. Other Types of Personal Absences

1. Death in the family: An administrator may be absent from school duties without loss of pay for a period not to exceed five (5) calendar days from the date of death for a death in the immediate family. Definition of immediate family shall be construed to mean employee's spouse, father, mother, child, sister, brother, father-in-law, mother-in-law, daughter-in-law and son-in-law. Any employee may be absent from school duties without loss of pay for a period of one (1) day for the death of a relative or close friend outside the employee's immediate family, as defined above.

2. Personal Business: Administrators shall have the right to apply for the following temporary non-accumulative leave of absence with full pay each school year: 12-month administrators **4 days** -- all of which may be granted for reasons subject to approval by the Superintendent. Application to the Superintendent of his/her designee for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies). All unused personal leave days shall be compensated at **\$75 per day** in **December** of each year.

3. Court Subpoena: All administrators shall be granted leave without deduction in salary, when an absence is necessitated because of a civil court subpoena on school matters.

ARTICLE VII  
SABBATICAL LEAVES

The Board may, in its discretion, grant sabbatical leaves pursuant to the following procedures:

A. Every administrator who has held a position for seven (7) consecutive years in the school district of which the last four (4) consecutive years were in an administrative position, shall be eligible to apply for a sabbatical leave.

B. "Sabbatical leave" shall mean a leave of absence for the purpose of improving the educational and administrative qualifications of an administrator by study. An administrator must satisfactorily complete the courses taken while on sabbatical, in accordance with the standards established by the institution, or reimburse the Board for money expended within two (2) years of the start of the following school year or further satisfactorily complete the course or courses within said time.

C. An administrator on sabbatical (limited to a full school year only) shall be paid by the Board at sixth (60%) percent of the salary rate which s/he would have received if s/he had remained on active duty.

D. Request for sabbatical leave must be received in writing by the Superintendent no later than **December 1st** and action shall be taken on all such requests no later than **February 1st** of the year preceding the school year for which the sabbatical leave is requested.

E. The program of study to be taken by the administrator on sabbatical leave must have prior approval of the Board, which approval shall not be unreasonably withheld. The total number of employees who receive sabbatical leave shall not exceed one administrator in each two-year period.

F. Upon return from the sabbatical leave an administrator shall return to the same or similar contractual position held prior to taking said leave, and s/he shall be placed on the salary schedule at the level which s/he would have achieved had s/he remained actively employed in the system during his/her period of absence. Any administrator who does not accept said position with the Board of Education within the scope of his/her certification upon termination of a sabbatical leave and continue therein for a period of two (2) years thereafter, unless the Board shall otherwise approve, shall be required to refund the full salary paid while on leave from his/her position.

ARTICLE IX  
TRANSFERS OR REASSIGNMENTS

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the Administrator shall be honored to the extent that the transfer does not conflict with the educational requirements and best interests of the school system. If an Administrator's request for transfer or reassignment has been denied, the reason for such denial shall be stated, in writing, by the Superintendent. A renewal or subsequent request may be made in the following year under the conditions prescribed above.



ARTICLE XI  
SALARIES

A. The salaries of all administrators covered by this Agreement shall be paid in accordance with the salary guides set forth in the Appendices attached hereto and made a part hereof, reflecting an agreed upon amount of 4.3% - 1994-95, 4.0% - 1995-96, 3.0% - 1996-97.

B. Administrators shall be provided with a statement of earnings and deductions made from those earnings for each monthly salary payment.

F. As per past practice, building principals shall be permitted to attend one (1) national convention each school year. All other 12-month administrators shall be permitted to attend one (1) national convention every other year. Expenses for these conventions are subject to prior Board of Education approval.

G. Educational Benefits for Children of Administrators. Administrators who reside outside the district shall have the right to enroll their children -- if not otherwise eligible -- in the district High School, **tuition free**.

1. The Board's obligation to provide tuition-free educational benefits under this section shall be limited to the enrollment in those regular educational programs provided by the Manasquan Board of Education with its own facilities and services; and enrollment will be predicated on space availability, that is, no new sections or classes will be created in order to accommodate enrollment from outside the district.
2. Administrators requesting to send their eligible children to the district High School must submit their requests **in writing** to the Board of Education **by April 1st** of the academic year preceding the year of enrollment in the district.

ARTICLE IV  
MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of any provision 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.

B. Any individual contract between the Board and an individual teacher heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement -- this Agreement, during its duration, shall be controlling.

C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or any application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

D. Copies of this Agreement shall be provided at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all administrators now employed, hereafter employed, or considered for employment by the Manasquan Board of Education.

MANASQUAN ADMINISTRATORS' ASSOCIATION  
Manasquan, New Jersey

SALARY GUIDES

<u>High School Principal</u>	<u>Elementary School Principal</u>	<u>Assistant Principal</u>
1994-95 - 93,280	84,350	83,875
1995-96 - 97,010	87,730	87,230
1996-97 - 99,920	90,360	89,845

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<u>School Psychologist</u>	<u>Athletic Director</u>	<u>Substance Aware. Coord.</u>
1994-95 - 58,720	76,135	78,260
1995-96 - 61,070	79,180	81,390
1996-97 - 62,900	81,550	83,835