

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

2009-10

2010-11

2011-12

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ARTICLE I
RECOGNITION

A. Pursuant to N.J.S.A. 34:13A-5.1, et seq., the Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for the following personnel employed or to be employed by the Board:

1. High School Principal
2. Elementary School Principal
3. High School Assistant Principals
4. Dean of Students
5. Director of Technology
6. Supervisor of Special Education
7. Athletic Director
8. Elementary Assistant Principal
9. Supervisors (11 months)
10. Supervisor (10 months)
11. Supervisor of Buildings & Grounds

B. Unless otherwise indicated, the term "*administrator*" when used hereafter in this Agreement, shall refer to all employees, represented by the Association in the negotiating unit as above defined and reference to male administrators shall include female administrators.

C. In the event that the Board creates new administrative titles during the term of this Agreement, the parties shall meet to determine whether such title shall be included in the bargaining unit.

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 of 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 of 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.

E.

ARTICLE III TERMS OF EMPLOYMENT

A. The contract year for twelve-month (12) administrators shall be from **July 1st** of any particular year to **June 30th** of the following year, and the year for ten-month (10) administrators shall be from **September 1st** of any particular year to **June 30th** of the following year.

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 operating; 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 computers, cell phones, 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.

ARTICLE V GRIEVANCE PROCEDURE

A. Definition

1. Grievance -- A "grievance" is a claim by an administrator or the Association based upon the interpretation, application or violation of this Agreement, policies and administrative decision affecting an administrator or group of administrators.
2. Aggrieved Person -- An "aggrieved person" is a person or persons or the Association making the claim.
3. Party in Interest -- A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Right of Administrators to Representation

1. Any administrator may be self-represented at all stages of the grievance procedure, or, at the person's option, by a representative selected or approved by the

Association.

2. When an administrator is not represented by the Association in the processing of a grievance, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
3. No reprisals of any kind shall be taken by the Board or the Superintendent against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

D. Procedure - Grievance Steps

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved party of proceed to the next step.
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 I, 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.

(c) The contents of a written evaluation of an administrator conducted in accordance with Board policies.

The grievance must be filed within five (5) school days after receipt of the decision of Level I or twenty (20) school days after submitting the grievance to the Superintendent, or a named designee, whichever is sooner. The grievance shall be submitted in writing to the Board through the Superintendent or a named designee who shall attach all related papers and forward the grievance to the Board of Education. A hearing shall be scheduled with the grievant by the Board at a mutually agreeable time. Such hearing shall be held within twenty (20) business days of receipt of the grievance. The Board shall give a decision forwarded by the Superintendent or a named designee to the grievant and to the Association, within thirty-two (32) calendar days of receipt of the grievance by the Board. The grievance process shall terminate at the Board level.

F. Miscellaneous

1. Written Decision -- At all levels, the decision by the administration or the Board shall include a statement of the reasons for the position taken at that level.
2. Forms -- Forms for filing grievances (which are to be supplied by the Association) serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and by giving appropriate distribution so as to facilitate operation of the grievance procedure.
3. Meetings & Hearings -- All meetings and hearings conducted under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.
4. Grievance File -- All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be

kept in the personnel file of any other participants. Such files may be kept by the Superintendent and the Association.

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 required to file a doctor's certificate of illness. A doctor's certificate of illness may also be required for other reasonable grounds.

B. Other Types of Personal Absences

1. *Death in the Family*: An administrator may be absent from school duties without loss of pay or 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 or 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 **\$125 per day in June of each year**.
3. *Court Subpoenas*: All administrators shall be granted leave without deduction in salary, when an absence is necessitated because of a civil court subpoena on school matters.

4. Unpaid Leave of Absence:

(a) The Board of Education shall grant maternity leave without pay to any female administrator upon request, subject to the following stipulations. Maternity leave shall be granted when a female administrator is unable to physically continue with her duties as an administrator because of pregnancy and shall terminate as soon as she is physically able to return to her duties as may be determined by a physician; or, for a period of time mutually agreeable to the employee and the Board. Sick leave may be used for purposes of pregnancy disability.

(b) The Board of Education may grant other extended leaves of absence for good cause.

ARTICLE VII
TUITION REIMBURSEMENT

A. Tuition reimbursement shall be granted limited to **nine (9) credits per year** – capped at the State University's rate per credit.

ARTICLE VIII
VACATION LEAVE & HOLIDAYS

A. All twelve-month administrators presently employed (grandfathered) shall receive twenty-five **(25) working days vacation** per fiscal year. Any newly hired administrator must reach tenure before increasing from twenty-one **(21) working days** to twenty-five **(25) days vacation**. All vacation days shall be approved by the Superintendent of Schools. A maximum of ten unused vacation days may be rolled over to the next year, with the Superintendent's approval.

B. All twelve-month administrators shall be entitled to the following holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day

General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

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 X
PROMOTIONS

A. Promotional positions are defined as follows: Positions paying a salary differential and/or positions of the administrative-supervisory levels of responsibility including but not limited to positions of Superintendent, Principal, Assistant Principal, Guidance Director.

All vacancies in the promotional positions and positions in programs funded by federal government agencies shall be adequately publicized by the Superintendent in accordance with the following procedures:

When a school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be delivered to the Association at the time of posting. Administrators who apply for such vacancies will submit their applications in writing to the Superintendent within the time specified in the notice, and the Superintendent shall acknowledge promptly, in writing, the receipt of all such applications. Applications shall be kept on file in the Superintendent's Office for continual consideration for future vacancies until the office is notified by an applicant that the application is withdrawn.

B. All qualified administrators shall be given adequate opportunity to make applications

and no position shall be filled until all properly submitted applications have been given due consideration. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors.

ARTICLE XI SALARIES

A. The salaries of all administrators covered by the 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 3.75% for the 2009-2010 school year, 0% for the 2010-2011 school year and 2.4% for the 2011-2012 school year.

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

ARTICLE XII INSURANCE & FRINGE BENEFITS

A. Except as noted in paragraph C below-- the Board shall pay the full premium cost for each full-time employee in the bargaining unit and the full premium costs for each full-time employee's dependents, including hospital, medical/surgical insurance and major medical expense insurance.

1. For each employee who remains in the employ of the Board for the full school year - the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) months, commencing October 1st and ending September 30th; when necessary, premiums on behalf of the employee shall be made prospectively to insure uninterrupted participation in coverage.
2. Provisions of the health-care insurance program shall be detailed in the master contract between the Board and the insurance carrier. The carrier shall provide such covered employee with a statement of available benefits.

B. The Board shall continue to provide a full-family dental insurance program to full-time employees in the bargaining unit.

C. Dual coverage for insurance in this Article shall not be permitted for an employee and his/her spouse. The Manasquan employee may elect either the basic hospital coverage of either his/her employer or that of his/her spouse. With reference to the Dental Insurance Program -- the Manasquan employee may elect either the Dental insurance Coverage of

either his/her employer or that of his/her spouse. Written notification as to which carrier will be used will be given by the employee to the Business Administrator/Board Secretary by November 15th of the 2000-01 school year and by November 1st of each succeeding year of the contract.

D. Travel Reimbursement. Administrators who are required to travel out of the district on Board business, shall be compensated at the rate adopted in Board Policy/Job Related Expenses (IRS).

E. The Board shall pay State & National dues to one (1) professional organization for each 12-month administrator, as per past practice.

F. As per past practice, building principals and directors 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. Assistant Principals may attend a national convention every other year. Two (2) supervisors per year may apply, in advance, for Board approval to attend a national convention.

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 predicted 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 XIII **TERMINAL LEAVE PAY**

The Board of Education shall pay \$150 for each day of unused accumulated sick leave to administrators who have rendered no less than twenty (20) years of service in the Manasquan School District, upon their retirement, **effective 2000**. Grandfathered administrators having at least twelve (12) years of service shall be automatically eligible.

The Board shall pay **\$150** for each day of unused accumulated sick leave to administrators who have rendered no less than twenty (20) years of service in the Manasquan School District, upon voluntary termination, agreed upon by both parties, and having no pending legal charges and litigation. (Payment schedule to be agreed upon mutually.) – See Addendum

ARTICLE IV LONGEVITY

Longevity shall be included beginning with the 2003-04 school year – at the following schedule:

Years **20-25.99** -- **\$1,000 per year**
Years **26 & beyond** -- **\$2,000 per year**

ARTICLE V 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 not discrimination, and that all parties, procedures and policies of the school system shall clearly exemplify that there is not 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.

ARTICLE XVI
DURATION OF AGREEMENT

A. This Agreement shall be effective as of *July 1, 2009*, and shall be effective until *June 30, 2012*, subject to the Association's right to negotiate a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above, unless it is extended by written mutual agreement of the Board and the Association.

B. IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and, the Board has caused this Agreement to be signed by its President and its Business Administrator/Board Secretary and its corporate seal to be placed thereon.

MANASQUAN ADMINISTRATORS ASSOC.