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14-99

SUPERVISORY/ADMINISTRATIVE

AN AGREEMENT

BETWEEN

THE MORRIS HILLS REGIONAL DISTRICT

BOARD OF EDUCATION

AND

THE MORRIS HILLS REGIONAL DISTRICT

SUPERVISORY/ADMINISTRATIVE ASSOCIATION

LIBRARY  
Institute of Management and

1979

RUTGERS UNIVERSITY

7/1/79 - 6/30/80

## ARTICLE I

### A. UNIT MEMBERSHIP

IN ACCORDANCE WITH CHAPTER 123, PUBLIC LAWS OF 1974, THE BOARD OF EDUCATION OF THE MORRIS HILLS REGIONAL DISTRICT, HEREINAFTER REFERRED TO AS THE "BOARD," HEREBY RECOGNIZES THE MORRIS HILLS REGIONAL DISTRICT SUPERVISORY AND ADMINISTRATIVE ASSOCIATION, HEREINAFTER REFERRED TO AS THE "ASSOCIATION," AS THE EXCLUSIVE AND SOLE REPRESENTATIVE FOR THE COLLECTIVE NEGOTIATION.

THE FOLLOWING FULL TIME POSITIONS ARE RECOGNIZED AS MEMBERS OF THE ASSOCIATION:

PRINCIPALS  
ASSISTANT PRINCIPALS  
DIRECTOR OF PUPIL PERSONNEL SERVICES  
ADMINISTRATIVE ASSISTANTS  
DIRECTORS OF ATHLETICS  
SUPERVISORS OF INSTRUCTION  
DIRECTOR OF ADULT SCHOOL AND CONTINUING EDUCATION  
COORDINATOR OF TRANSPORTATION  
SUPERVISOR OF BUILDING AND GROUNDS

EXCLUDED ARE ALL OTHER ADMINISTRATIVE AND SUPERVISORY POSITIONS.

### B. DEFINITION

UNLESS OTHERWISE INDICATED, THE TERM "ADMINISTRATOR/SUPERVISOR" WHEN USED HEREINAFTER IN THIS AGREEMENT, SHALL REFER TO ALL EMPLOYEES REPRESENTED BY THE ASSOCIATION IN THE NEGOTIATING UNIT AS ABOVE DEFINED, AND REFERENCES TO MALE ADMINISTRATORS/SUPERVISORS SHALL INCLUDE FEMALE ADMINISTRATORS/SUPERVISORS.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. THE PARTIES AGREE TO ENTER INTO COLLECTIVE NEGOTIATION OVER A SUCCESSOR AGREEMENT IN ACCORDANCE WITH CHAPTER 123 PUBLIC LAWS 1974 A GOODFAITH EFFORT TO REACH AGREEMENT ON ALL MATTERS CONCERNING THE TERMS AND CONDITIONS OF ADMINISTRATORS/SUPERVISORS EMPLOYMENT. SUCH NEGOTIATIONS SHALL BEGIN NOT LATER THAN NOVEMBER 1 OF THE CALENDAR YEAR PRECEDING THE CALENDAR YEAR IN WHICH THIS AGREEMENT EXPIRES OR NOT LATER THAN AS REQUIRED BY STATUTE. ANY AGREEMENT SO NEGOTIATED SHALL APPLY TO ALL ADMINISTRATORS/SUPERVISORS REPRESENTED BY THE ASSOCIATION, AND BE ADOPTED BY THE BOARD AND THE ASSOCIATION.
- B. DURING THE NEGOTIATIONS, THE BOARD AND ASSOCIATION SHALL EXCHANGE POINTS OF VIEW AND MAKE PROPOSALS AND COUNTER-PROPOSALS.
- C. IF ANY PROVISION OF THIS AGREEMENT OR ANY APPLICATION 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.

ARTICLE III  
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "GRIEVANCE" IS A CLAIM BY AN EMPLOYEE OR THE ASSOCIATION BASED UPON THE APPLICATION, INTERPRETATION, OR VIOLATION OF THIS AGREEMENT AND ANY ARTICLE OR SECTION THEREIN.
2. A "GRIEVANT" IS THE PERSON OR PERSONS MAKING THE CLAIM.
3. A "PARTY IN INTEREST" IS THE PERSON OR PERSONS MAKING THE CLAIM AND ANY PERSON 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 ADMINISTRATOR/SUPERVISOR BOTH PARTIES AGREE THAT THESE PROCEDURES WILL BE KEPT INFORMAL AT ALL LEVELS OF THE PROCEDURE.

C. PROCEDURE

1. SINCE IT IS IMPORTANT THAT GRIEVANCES BE PROCESSED AS RAPIDLY AS POSSIBLE, THE NUMBER OF DAYS INDICATED AT EACH LEVEL SHOULD BE CONSIDERED AS A MAXIMUM AND EVERY EFFORT SHOULD BE MADE TO EXPEDITE THE PROCESS. THE TIME LIMITS SPECIFIED AT ANY LEVEL MAY BE EXTENDED BY MUTUAL AGREEMENT.
2. IN THE EVENT A GRIEVANCE IS FILED AT SUCH TIME THAT IT CANNOT BE PROCESSED THROUGH ALL THE STEPS IN THIS GRIEVANCE PROCEDURE BY THE END OF THE SCHOOL YEAR AND, IF LEFT UNRESOLVED UNTIL THE BEGINNING OF THE FOLLOWING SCHOOL YEAR, COULD RESULT IN IRREPARABLE HARM TO A PARTY IN INTEREST, THE TIME LIMITS SET FORTH HEREIN SHALL BE REDUCED SO THAT THE GRIEVANCE PROCEDURE MAY BE EXHAUSTED PRIOR TO THE END OF THE SCHOOL YEAR OR A MUTUALLY DETERMINED TIME THEREAFTER.
3. THE GRIEVANCE TO BE CONSIDERED UNDER THIS PROCEDURE MUST BE INITIATED BY THE GRIEVANT WITHIN THIRTY (30) CALENDAR DAYS OF THE ALLEGED OCCURRENCE.

C. 4. STEP ONE

A ADMINISTRATOR/SUPERVISOR WHO FEELS HE HAS A GRIEVANCE MUST FIRST DISCUSS IT ON AN INFORMAL BASIS WITH HIS IMMEDIATE SUPERIOR.

5. STEP TWO

IF THE GRIEVANT IS NOT SATISFIED WITH THE RESULTS AT STEP ONE, OR IF NO DECISION HAS BEEN RENDERED WITHIN TEN (10) SCHOOL DAYS AFTER PRESENTATION OF THE GRIEVANCE, HE MUST SUBMIT HIS GRIEVANCE, EITHER DIRECTLY OR THROUGH THE ASSOCIATION REPRESENTATIVE, TO HIS PRINCIPAL/ASSISTANT SUPERINTENDENT IN WRITING, USING THE PRESCRIBED FORM, WITHIN FIVE (5) SCHOOL DAYS FOLLOWING THE DISPOSITION AT STEP ONE.

6. STEP THREE

IF THE GRIEVANT IS NOT SATISFIED WITH THE DISPOSITION OF HIS GRIEVANCE AT STEP TWO, OR IF NO DECISION HAS BEEN RENDERED WITHIN TEN (10) SCHOOL DAYS AFTER THE GRIEVANCE WAS DELIVERED TO AND RECEIVED BY THE PRINCIPAL, THE AGGRIEVED SHALL, WITHIN FIVE (5) SCHOOL DAYS, INFORM THE ASSOCIATION, IN WRITING, OF THE STATUS OF THE GRIEVANCE. WITHIN FIVE (5) SCHOOL DAYS AFTER THE ASSOCIATION HAS BEEN INFORMED, THE GRIEVANT MAY SUBMIT THE GRIEVANCE TO THE SUPERINTENDENT.

7. STEP FOUR

IF THE PROBLEM IS NOT RESOLVED WITHIN FIFTEEN (15) SCHOOL DAYS AFTER THE GRIEVANCE WAS RECEIVED BY THE SUPERINTENDENT THE GRIEVANT MAY WITHIN FIFTEEN (15) SCHOOL DAYS AFTER RECEIPT OF THE SUPERINTENDENT'S DECISION SUBMIT A WRITTEN APPEAL THROUGH THE SUPERINTENDENT TO THE BOARD OF EDUCATION WITH A HEARING OPTION AT THE BOARD LEVEL. THE BOARD MUST RENDER A DECISION, IN WRITING, WITHIN THIRTY (30) CALENDAR DAYS OF THE RECEIPT OF THE APPEAL.

ARTICLE IV

ADMINISTRATORS' RIGHTS

- A. EVERY ADMINISTRATOR SHALL HAVE THE RIGHT AND OBLIGATION TO PURSUE HIS DUTIES IN ACCORDANCE WITH A WRITTEN DESCRIPTION OF THE REGULATIONS GOVERNING HIS OR HER ROLE, POWERS AND DUTIES ADOPTED BY THE BOARD.
- B. EVERY ADMINISTRATOR AND SUPERVISOR SHALL HAVE HIS OVERALL PERFORMANCE EVALUATED EACH YEAR BY THE SUPERINTENDENT OR THE SUPERINTENDENT'S DELEGATED REPRESENTATIVE.

ARTICLE V

SICK LEAVE

A. DEFINITION

ABSENCE FROM DUTY DUE TO ILLNESS, INJURY OR EXCLUSION  
BECAUSE OF A CONTAGIOUS DISEASE.

B. NUMBER

TWELVE (12) DAYS PER YEAR FOR TWELVE-MONTH EMPLOYEES SHALL  
BE GRANTED PER YEAR.

TEN (10) DAYS PER YEAR FOR TEN-MONTH EMPLOYEES SHALL BE  
GRANTED PER YEAR.

C. ACCUMULATIVE SICK LEAVE

UNUSED SICK DAY LEAVE AT THE END OF THE YEAR (JUNE 30)  
SHALL BE ADDED TO THE NEXT YEAR.

ARTICLE VI  
LEAVES OF ABSENCE

A. PERSONAL LEAVE

THREE DAYS PER YEAR, WITHOUT REASON, AS APPROVED BY THE SUPERINTENDENT. UNUSED PERSONAL DAYS AS OF JUNE 30 SHALL BE ADDED TO THE NUMBER OF ACCUMULATED SICK LEAVE DAYS.

B. BEREAVEMENT LEAVE

A MAXIMUM OF THREE (3) DAYS PER BEREAVEMENT, FOR THE DEATH OF A SPOUSE OR NEAR RELATIVE (PARENTS, CHILDREN, BROTHERS, SISTERS, UNCLE, AUNT AND GRANDPARENTS OF EMPLOYEE OR SPOUSE), OR ONE DAY FOR DEATH OF OTHER RELATIVES. AN ADDITIONAL TWO (2) DAYS MAY BE GRANTED FOR POSTMORTEM ARRANGEMENTS WHEN THE RESPONSIBILITY FALLS UPON THE ADMINISTRATOR OR SUPERVISOR.



ARTICLE VII  
SABBATICAL LEAVE

- A. SABBATICAL LEAVES OF ABSENCE MAY BE GRANTED FOR PROFESSIONAL IMPROVEMENT UPON RECOMMENDATION OF THE SUPERINTENDENT AND APPROVAL OF THE BOARD OF EDUCATION FOR REASONS OF VALUE WHICH, IN THE BOARD'S DISCRETION, SHALL RENDER A BENEFIT TO THE SCHOOL DISTRICT, SUBJECT TO THE FOLLOWING CONDITIONS:
1. AN APPLICATION MUST BE SUBMITTED TO SUPERINTENDENT BY MARCH 1ST FOR THE NEXT SUCCEEDING JULY 1ST OR SEPTEMBER 1ST, WHICHEVER IS APPLICABLE.
  2. APPLICANTS MUST HAVE HELD AN ADMINISTRATIVE POSITION IN MORRIS HILLS REGIONAL DISTRICT FOR SEVEN (7) CONTINUOUS YEARS.
  3. LEAVE SHALL BE FOR FULL YEAR AT HALF (1/2) PAY.
  4. ANY ADMINISTRATOR GRANTED A SABBATICAL LEAVE MUST AGREE TO RETURN TO WORK IN THE DISTRICT FOR TWO (2) FULL YEARS FOLLOWING THE SABBATICAL LEAVE. PRIOR TO TAKING SAID LEAVE, THE ADMINISTRATOR MUST SIGN A PROMISSORY NOTE IN THE AMOUNT RECEIVED FROM THE BOARD DURING THE SABBATICAL LEAVE, SAID AMOUNT TO BE FORFEITED IF THE TWO (2) YEAR REQUIREMENT IS NOT FULFILLED.
  5. SALARY AFTER RETURNING WILL BE EQUAL TO THE LEVEL THE ADMINISTRATOR WOULD HAVE RECEIVED HAD THE ADMINISTRATOR CONTINUED IN HIS POSITION. RAISES WILL BE GRANTED AT A SATISFACTORY EVALUATION FOR EACH YEAR OF LEAVE OF ABSENCE.
  6. IT IS EXPRESSLY UNDERSTOOD THAT THE BOARD MAY GRANT SUCH A LEAVE TO NO MORE THAN ONE ADMINISTRATOR/ SUPERVISOR IN ANY GIVEN YEAR BUT HAS NO OBLIGATION TO DO SO.

ARTICLE VIII

CONVENTIONS, CONFERENCES, WORKSHOPS

ADMINISTRATORS/SUPERVISORS MAY ATTEND CONVENTIONS, WORKSHOPS, CONFERENCES AND OTHER PROFESSIONAL ACTIVITIES WITH REASONABLE EXPENSES AND AT NO LOSS OF PAY. ALL REQUESTS SHALL BE APPROVED BY THE SUPERINTENDENT.

ARTICLE IX  
PROFESSIONAL DEVELOPMENT

REIMBURSEMENT FOR THE COST OF TUITION FOR COURSES NOT TO EXCEED FIFTY-EIGHT DOLLARS (\$58.00) PER CREDIT WILL BE GRANTED WITH THE FOLLOWING CONDITIONS:

1. APPROVAL FOR ENROLLMENT IN COURSES MUST BE MADE BY THE SUPERINTENDENT.
2. A "B" OR BETTER GRADE MUST BE RECEIVED IN THE COURSE IN ORDER TO RECEIVE TUITION REIMBURSEMENT. PASS/FAIL COURSES MUST RECEIVE A FINAL GRADE OF "PASS."

ARTICLE X  
DEDUCTIONS FROM SALARIES

THE FOLLOWING DEDUCTIONS FROM SALARY WILL BE MADE AT THE REQUEST OF THE ADMINISTRATOR/SUPERVISOR, EACH YEAR. APPLICATION WILL BE MADE ONCE A YEAR. SEPTEMBER 1ST WILL BE THE STARTING DATE FOR ALL DEDUCTIONS.

1. NJASA DUES
2. WASHINGTON NATIONAL INSURANCE
3. TRI-COUNTY FEDERAL CREDIT UNION
4. TAX-SHELTERED ANNUITY PLANS
5. U.S. SAVINGS BONDS
6. PENSION LOANS
7. ANY OTHER PROGRAM AGREED TO BETWEEN THE BOARD AND THE ADMINISTRATORS AND SUPERVISORS.
8. SUPERVISORY AND ADMINISTRATIVE ASSOCIATION DUES.

## ARTICLE XI

### INSURANCE BENEFITS

THE BOARD SHALL CONTINUE TO PROVIDE FULL FAMILY INSURANCE COVERAGE AS IS PRESENTLY RECEIVED TO EACH ADMINISTRATOR/SUPERVISOR.

THE BOARD SHALL PROVIDE THE HEALTH CARE INSURANCE PROTECTION DESIGNATED BELOW:

1. THE BOARD SHALL PAY THE FULL PREMIUM FOR EACH ADMINISTRATOR/SUPERVISOR AND, IN CASES WHERE APPROPRIATE, FOR FAMILY PLAN INSURANCE COVERAGE.
2. THE BOARD SHALL PROVIDE THE BLUE CROSS/BLUE SHIELD 750 PLAN, OR COMPARABLE, AND MAJOR MEDICAL COVERAGE.
3. FOR EACH ADMINISTRATOR/SUPERVISOR WHO REMAINS IN THE EMPLOY OF THE BOARD FOR THE FULL SCHOOL YEAR, THE BOARD SHALL CONTINUE TO MAKE PAYMENT OF INSURANCE PREMIUMS TO PROVIDE INSURANCE COVERAGE FOR A FULL TWELVE MONTH PERIOD.
4. FOR EACH NEW ADMINISTRATOR/SUPERVISOR, COVERAGE SHALL COMMENCE SEPTEMBER 1 (PROVIDED SAID ADMINISTRATOR/SUPERVISOR EXECUTES AND SUBMITS APPROPRIATE FORMS TO THE DISTRICT BUSINESS OFFICE BY AUGUST 25) AND CONTINUE FOR THE FULL TERM AS DESCRIBED IN PARAGRAPH 3 ABOVE.
5. IT IS THE RESPONSIBILITY OF THE ADMINISTRATOR/SUPERVISOR TO NOTIFY THE BOARD SECRETARY OF ANY CHANGES IN MARITAL OR DEPENDENT STATUS IN ACCORDANCE WITH THE MASTER PLAN (S).

## ARTICLE XII

### RETIREMENT ALLOWANCE

ANY ADMINISTRATOR OR SUPERVISOR HAVING BEEN IN THE EMPLOY OF THE SCHOOL DISTRICT FOR TEN (10) OR MORE YEARS, MAY SUBMIT TO THE SUPERINTENDENT A WRITTEN STATEMENT OF INTENTION TO RETIRE UNDER THE TEACHERS' PENSION AND ANNUITY FUND AND SHALL BE ELIGIBLE FOR A SPECIAL RETIREMENT ALLOWANCE PROVIDED ONE (1) YEAR'S NOTICE, PRIOR TO THE ACTUAL DATE, IS GIVEN TO THE SUPERINTENDENT. THE BOARD MAY WAIVE THIS REQUIREMENT IN CASES OF EMERGENCY OR EXTENUATING CIRCUMSTANCES.

THE RETIREMENT ALLOWANCE SHALL BECOME A PART OF THE FINAL YEAR'S SALARY AND SHALL BE PAID IN A LUMP SUM PRIOR TO RETIREMENT BEFORE THE END OF THE SCHOOL YEAR.

THE RETIREMENT ALLOWANCE SHALL BE COMPUTED AT THE RATE OF ONE (1) DAY'S PAY FOR EVERY FIVE (5) DAYS OF ACCUMULATED UNUSED SICK LEAVE TO THE ADMINISTRATOR'S OR SUPERVISOR'S CREDIT AT THE TIME OF THE ANNOUNCED CONTEMPLATED RETIREMENT.

THE RETIREMENT ALLOWANCE SHALL NOT EXCEED FIVE-THOUSAND DOLLARS (\$5,000.00) PER ADMINISTRATOR OR SUPERVISOR.

## ARTICLE XIII

### VACATION

TWELVE-MONTH ADMINISTRATORS AND SUPERVISORS ARE ENTITLED TO TWENTY (20) DAYS PAID VACATION EACH SCHOOL YEAR. THE NUMBER OF DAYS OF ENTITLEMENT DURING THE FIRST YEAR OF EMPLOYMENT IN THE DISTRICT AS AN ADMINISTRATOR OR SUPERVISOR IS TO BE DETERMINED BY THE NUMBER OF MONTHS WORKED DURING THE SCHOOL YEAR.

NORMALLY, SUMMER VACATIONS MAY BE TAKEN BETWEEN JULY 1ST AND BEFORE THE LAST TWO WEEKS OF AUGUST. HOWEVER, VACATIONS MAY BE TAKEN AT ANY TIME DURING THE YEAR OF ENTITLEMENT, SUBJECT TO THE APPROVAL OF THE SUPERINTENDENT.

ARTICLE XIV

BOARD RIGHTS

EXCEPT AS LIMITED BY APPLICABLE LAW AND THE SPECIFIC TERMS OF THIS AGREEMENT, THE BOARD RESERVES THE FOLLOWING RIGHTS:

- A. TO DIRECT THE EMPLOYEES OF THE SCHOOL DISTRICT.
- B. TO HIRE, PROMOTE, TRANSFER, ASSIGN AND RETAIN EMPLOYEES IN POSITIONS IN THE SCHOOL DISTRICT AND TO SUSPEND, DEMOTE, DISCHARGE OR TAKE OTHER DISCIPLINARY ACTION AGAINST EMPLOYEES.
- C. TO RELIEVE EMPLOYEES OF DUTY BECAUSE OF LACK OF WORK OR FOR OTHER LEGITIMATE REASONS.
- D. TO MAINTAIN EFFICIENCY OF THE SCHOOL DISTRICT OPERATIONS ENTRUSTED TO THEM.
- E. TO DETERMINE THE METHODS, MEANS AND PERSONNEL BY WHICH OPERATIONS ARE TO BE CONDUCTED.
- F. TO TAKE WHATEVER ACTIONS MAY BE NECESSARY TO CARRY OUT THE MISSION OF THE SCHOOL DISTRICT IN SITUATIONS OF EMERGENCY.



ARTICLE XV

SALARY GUIDE 1979-1980

THE MINIMUM OF THE 1979-1980 SALARY RANGES OF ALL ADMINISTRATORS/SUPERVISORS' POSITIONS AND GRADES WILL BE INCREASED BY FIVE (5) PERCENT. THE MAXIMUM OF THE 1979-1980 SALARY RANGES OF ALL ADMINISTRATORS/SUPERVISORS' POSITIONS AND GRADES WILL BE INCREASED BY SEVEN (7) PERCENT.

SALARIES WILL BE AWARDED BASED UPON THE FOLLOWING EVALUATIONS:

OUTSTANDING	8.0% increase
MORE THAN SATISFACTORY	7.0% increase
SATISFACTORY	6.5% increase
LESS THAN SATISFACTORY	4.0% increase
UNSATISFACTORY	0% increase

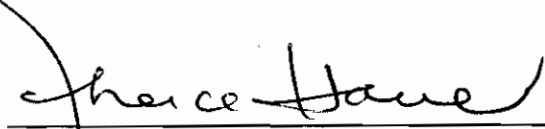
WHEN AN ADMINISTRATOR/SUPERVISOR HAS REACHED THE MAXIMUM OF THE SALARY RANGE FOR HIS/HER POSITION OR GRADE, THE ADMINISTRATOR/SUPERVISOR WILL NOT EXCEED THE MAXIMUM SALARY FOR HIS/HER POSITION. THE PERCENT OF INCREASE IN SALARY CANNOT CARRY THE ADMINISTRATOR/SUPERVISOR ABOVE THE MAXIMUM OF HIS POSITION. HOWEVER, IT IS AGREED THAT THE PRESENT INCUMBENTS IN THE POSITIONS OF ATHLETIC DIRECTOR CAN EXCEED THE MAXIMUM OF THEIR SALARY RANGE ACCORDING TO THE EVALUATION SCALE AS OUTLINED ABOVE.

ARTICLE XVI

DURATION OF AGREEMENT

- A. THIS AGREEMENT SHALL BECOME EFFECTIVE JULY 1, 1979 AND SHALL CONTINUE IN EFFECT UNTIL JUNE 30, 1980, SUBJECT TO THE BOARD'S AND ASSOCIATION RIGHT TO NEGOTIATE OVER A SUCCESSOR AGREEMENT AS PROVIDED IN ARTICLE II.
- B. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR RESPECTIVE PRESIDENTS, AND ATTESTED BY THEIR SECRETARIES.

SIGNED:

  
\_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION

  
\_\_\_\_\_  
PRESIDENT, ASSOCIATION

  
\_\_\_\_\_  
SECRETARY, BOARD OF EDUCATION  
8/16/79

  
\_\_\_\_\_  
SECRETARY, ASSOCIATION