

AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF THE PASSAIC COUNTY
MANCHESTER REGIONAL HIGH SCHOOL DISTRICT**

- AND -

MANCHESTER REGIONAL ADMINISTRATORS' ASSOCIATION

Covering the Period

July 1, 1994

to

June 30, 1996

MANCHESTER REGIONAL ADMINISTRATORS' ASSOCIATION

MEMBERSHIP ROSTER

July 1, 1994

June 30, 1996

1. John Zeug, Principal
2. Jack Stephans, Assistant Principal

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PREAMBLE

In order to effectuate a negotiation procedure which will function under Chapter 123 Public Laws of 1974 as enacted by the Senate and General Assembly of the State of New Jersey, this Agreement is made and entered into on the 30th day of June, 1994 by and between the Board of Education of the Passaic County Manchester Regional High School District (hereinafter referred to as the "Board") and the Manchester Regional Administrator's Association (hereinafter referred to as the "Association") being effective from July 1, 1994 and continuing in full force and effect to and including June 30, 1996.

ARTICLE I

STATEMENT OF ADMINISTRATION-BOARD OF EDUCATION RELATIONSHIPS

- A. Recognizing that providing a high quality education for the high school students of the Manchester District is the paramount aim of this school district,

we do declare that:

1. The Board, under law, has the final responsibility for establishing policies for the district.
2. The Superintendent (and staff) have the responsibility of carrying out the policies established.

B. PRINCIPLES

1. Objectives

- (a) Attainment of the objectives of the educational program conducted in the school requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel, the other personnel and citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.
- (b) This Agreement is negotiated in order to establish for its term the salaries and certain conditions of employment of those members of the professional staff who are members of the Association and who have designated the Association as their representative for collective negotiations.
- (c) The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise with respect to the interpretation or implementation of this Agreement and, therefore, do agree upon a grievance procedure for the effective processing and resolution of such disputes as may arise from and within the terms and covenants of the within Agreement.

2. Implementation

- (a) The Board and the Association accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties to perform thereunder pursuant to the law of the State of New Jersey.
- (b) Subject to the provisions of Chapter 123 Public Laws of 1974, the Board agrees not to negotiate with any organization representing the employees other than the Association with respect to those members of the administrative staff who are covered and included in this Agreement for the duration thereof.
- (c) The Board and the Association each reserves the right to act hereunder by committee, individual member or designated representative (professional or lay), whether or not a member thereof, provided that satisfactory evidence by way

of an official resolution duly adopted prior to such action and a copy thereof, duly certified, by the secretary has been submitted to the other. Failing the adoption and service of such a resolution by either the Board or the Association to the other, said Board or Association must act officially by and through its designated committee.

- (d) The provisions of this Agreement shall continue in full force and effect until a successor Agreement is made and entered into.
- (e) In the event there is any conflict between any of the terms, covenants and provisions of this Agreement and any previously adopted policy, rule or regulation of either the Board or the Association, this Agreement shall prevail. Nothing in this Agreement which changes any pre-existing policy, rule or regulation of the parties will operate retroactively unless expressly so stated.

ARTICLE II

RECOGNITION

- A. The Board recognizes the Association as the exclusive representative for collective negotiations concerning those terms and conditions of employment which are provided for and set forth in this Agreement for all of the certificated administrative personnel, as listed below, whether under contract or on leave:

Principal

Assistant Principal

Supervisor of Instruction

This specifically excludes the Superintendent, Assistant Superintendent and Business Administrator/Board Secretary.

- B. Unless otherwise indicated, the term "Employees" when used hereafter in this Agreement shall refer to all certificated administrative employees who are included under Article II A above and are represented by the Association in the negotiating unit as above defined.
- C. The Association shall submit evidence of the membership in the Association and that the Association has been designated as the organization to represent each of its members with respect to collective negotiations with the Board by having those members of the administrative staff (as set forth in Article II A above) submit to the Board a duplicate membership signed by each individual member of the Association.
- D. This Agreement and all of the terms, provisions and covenants thereof shall apply only as between the Board and those persons who are included in this Agreement.

ARTICLE III

A. ADMINISTRATION HOURS

1. The Board and the Association recognize and agree that professional responsibility of those persons represented by the Association generally entails the performance of duties and the expenditure of time beyond that which may be considered as the normal working day and the Association does agree that those persons represented by it shall, when necessary, devote their respective time and effort in carrying out the administrative responsibilities of the district before and after the normal working day as defined in Article III B of the Agreement between the Board and the Manchester Education Association.
2. Minimum work hours require that all of the persons covered by the within contract shall report for work and be on the job at least 15 minutes before the time at which teachers are required to report for work and remain at least thirty minutes after the teachers' work day ends or until the job is completed (both time periods, for the teachers, as set forth in the contract between the Board and the Manchester Education Association then in effect).

B. SEPARATION FROM SERVICE

1. Any employee desiring to relinquish his/her position shall give the Board of Education at least sixty (60) days' written notice of his/her intention to resign.
2. Any person covered by the within Agreement (or his or her estate) who resigns, retires or dies during the contract year, shall receive cash payment for his or her accrued vacation time on a pro-rated basis.

C. USE OF AUTOMOBILE

The Board agrees to reimburse each employee for accrued mileage as the result of approved attendance at conventions, meetings, visitations or other related situations where the employee's attendance is either required or approved by the Superintendent of Schools and/or the Board of Education. Said mileage reimbursement shall be at the IRS rate effective the date of this contract (0.28 cents per mile) and shall be payable upon the submission of a completed payment voucher for subsequent approval.

D. PROFESSIONAL EVALUATION

1. Right to Full Knowledge

The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his/her superiors respecting the effectiveness of his/her performance and that he/she is entitled to receive such recommendations which will assist him/her in increasing the effectiveness of his/her performance.

2. Frequency of Review

It is understood that the Superintendent shall establish supervisory procedures which will guarantee a written evaluation for each employee.

3. Evaluation Procedures

(a) Copies of Reports

Each employee shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him/her and each employee shall receive a copy of each written evaluation.

(b) Right of Employee to Respond

A Conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee. At such time, the employee is entitled to have his/her response to the evaluation heard and appended to the evaluation notice.

(c) Notice of Contract Renewal

Each non-tenured employee shall receive written notice, prior to April 30th of each year, advising whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year. The non-tenured employee who receives a notice of non-renewal may request a conference with the Board with respect thereto and may request that the reasons for non-renewal be given to him/her.

(d) All members of the Association, as set forth and identified in Article II A above, shall have their individual overall performance evaluated for each school year by the Superintendent.

(e) The Board may, in its sole and absolute discretion fix and award to and for any person covered by the within contract, a bonus of no more than \$3,500.00 in and for any school year based upon the evaluation of the performance of that person.

ARTICLE IV

ABSENCES/LEAVE/RETIREMENT/WORK YEAR

A. Absence

1. The provisions of R.S. 18A:30-1 to and including R.S. 18A:30-4 dealing with sick leave, service connected disability, accumulated sick leave, credit for unused sick leave, accumulation of sick leave and requirement for a physician's certificate are incorporated in this Agreement and made a part hereof as though recited verbatim.
2. All members of the Association covered by this Agreement are entitled to the following time off with pay:
 - (a) Death in the immediate family -- a period of five (5) consecutive calendar days from the date of death. If the five (5) day period includes any days during which school is in operation, those days shall be included in the five (5) day period and payment of salary shall be only for those days during which school is in operation. The immediate family shall include and be limited to father, mother, father-in-law, mother-in-law, wife, husband, children, brothers, sisters, grandfather and grandmother.
 - (b) Death of a relative -- one day which may be taken at the option of the employee from the date of death to and including the date of the funeral.
 - (c) Serious illness in the immediate family -- two (2) days. The "immediate family" being the same as defined in Article IV, A 2 (a) above.
 - (d) Government mandates over which the employee has no control except that the same shall not include any individual's requirement to answer personal violations of law or to prosecute or defend any law suits in which the employee is a party.
 - (e) Personal business -- five (5) days during the school year.
 - (1) The request for a personal business day must be submitted in writing to the Superintendent at least one (1) calendar week prior to the day which is requested. One of those five days shall be granted without the applicant being required to state the reason for taking such leave.

The remaining four days may be granted for personal business only when the absence during school hours cannot be avoided without substantial hardship.

Personal business is limited to legal, business matter, household or family matters.
 - (2) Personal business days shall not be granted for any day which falls on a day immediately preceding or immediately following scheduled school holidays or school recessed except in an emergent situation. Such exception, wherever practicable, requires the

prior approval of the Superintendent or his/her designee. Said approval shall not be unreasonably withheld.

- (3) Within the discretion of administration, personal business days shall not be granted for any day when the employee's absence may seriously hinder or interfere with the overall operation of the school, for example, (but not limited to) opening day, closing day, examination days, evaluation days or report card days. All requests for personal business shall be subject to the review and approval of the Superintendent or his/her designee.
 - (4) Only the first two (2) days of leave for personal business shall be at no loss of salary.
 - (5) In taking personal days, the first two (2) without loss of pay shall be used first. If those two (2) days are not used in any one year, they shall be added to the administrator's sick leave in the following year.
- (f) Emergency Leave--in all other situations not covered by the Agreement, the employee shall submit to the Superintendent of Schools, a request in writing therefor. Such request shall state the reason requiring the emergency leave. The Superintendent shall refer such requests to the Board of Education which, in its sole and absolute discretion, shall determine whether such emergency leave,
- (1) shall be granted, and
 - (2) whether said employee shall be paid for the period covered by such leave or there shall be a deduction from the employee's pay.
- (g) Employees employed on a ten month year shall be allowed ten (10) sick leave days per year and twelve month employees shall be allowed twelve (12) sick days, which are accumulative; provided, however, that the number of sick leave days per year which shall be available to employees who are employed after July 1 or September 1 shall be prorated according to the number of days remaining in the school year.
- (h) Sabbatical Leave--The Board and Association recognize and agree that the Association members will be entitled to all benefits and opportunities regarding sabbatical leave as outlined in the Agreement between the Board and the Manchester Education Association. It is understood that any member of the Association applying for said leave must meet all requirements and qualifications as outlined in that Agreement.
- (i) Retirement Bonus
1. Upon retirement and simultaneous commencement of pension payments by TPAF, all persons covered by the within agreement with ten (10) years of continuous service in the Manchester District will be compensated at the rate of \$35.00 per day for accumulated sick leave days not exceeding 100 days (subject to the provisions of sub-division 2 of this sub-paragraph (i) as hereafter set forth).

2. In order for such person to be entitled to receive the accumulated sick leave benefit of \$35.00 per day, not exceeding 100 days during the years 1994-95 or 1995-96, he or she must notify the Board of his or her intention to retire no later than December 1 of the school year next preceding the year in which said retirement is to take place.

(j) Work Year

1. The Assistant Principal and Supervisor of Instruction are ten month employees and as same, their work year will consist of 202 work days from September 1 of each year through June 30.
2. The Principal is a twelve month employee and as such his/her work year shall consist of 222 work days from July 1 through June 30 of each year.
3. In the event any person covered by the within contract by reason of the school calendar (or any event which affects the school calendar) cannot complete the number of days required of such person as his or her work year by June 30 of any school year, the Superintendent may within his or her sole and absolute discretion waive the day or days. If the Superintendent does not waive the day or days involved, the employee shall have the option of making up that day or days or having his or her salary reduced accordingly.
4. The provisions of Article IV, A (and all of it's subdivisions) are subject to the provisions of the Family Leave Act N.J.S.A. 34:11B-1 et seq.

ARTICLE V

GRIEVANCE-PROCEDURE

A. Definitions

- (1) A grievance is a claim based upon any event or condition concerning welfare, or terms and conditions of employment, or the interpretation, meaning or application of any of the provisions of this agreement as the same affects any employee or group of employees included in this agreement.
- (2) An aggrieved person 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 may be required to take action or against whom action may be taken in order to resolve the grievance.

B. Purpose

- (1) The purpose of this procedure is to secure, at the lowest possible level equitable solutions from the problems which may, from time to time, arise affecting the welfare or terms or conditions of employment of all persons covered by this Agreement. Both parties agree that these proceedings will be kept as informal or confidential as may be appropriate at any level of the procedure.
- (2) Nothing herein contained shall be construed as limiting the right of any person covered by this Agreement, having a grievance, to discuss the matter informally with the Superintendent and having the grievance adjusted without the intervention of the Association.

C. Formal Procedure

- (1) Every grievance shall be submitted and filed in writing with the Superintendent within (15) working days from the date on which the grievance took place. In counting the said fifteen (15) day period the day on which the alleged grievance took place shall not count. If the alleged grievance takes place on a day other than a working day, the fifteen (15) day period shall be counted from the first working day following the day of the alleged grievance. If a grievance is not filed during the said fifteen (15) working days, it shall not be filed thereafter.
- (2) 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 may, however, be extended by mutual agreement.
- (3) Level One

Any person with a grievance shall first discuss it with the Superintendent with the objective of resolving the matter. The Superintendent shall advise of his or her decision with respect thereto within five (5) working days from the date that the grievance has been brought to his or her attention.
- (4) Level Two

If the aggrieved is not satisfied with the disposition of the

grievance at Level One or if the Superintendent has not rendered his or her decision within the five (5) working days after the grievance has been submitted and filed with him or her, the aggrieved person may file the grievance in writing with the Secretary of the Board within the period provided for in Article V, C (1). The Board shall consider and dispose of the grievance as submitted without a Hearing within 21 working days after the same has been submitted to it.

(5) Level Three

If the aggrieved person is not satisfied with the disposition of his or her grievance by the Board, he or she may request, in writing, and will be granted, a full hearing by the Board of Education. Such Hearing will be held within twenty-one (21) working days after receipt of the request for the Hearing by the Board.

(6) Level Four

If the aggrieved person is not satisfied with the disposition of his or her grievance by the Board, he or she shall not be precluded from taking an appeal to the Commissioner of Education of the State of New Jersey pursuant to the provisions of R.S. 18A.

D. Rights of Representation

(1) Any person presenting a grievance may be represented at all levels of the grievance procedure by himself/herself or by a representative selected or approved by the Association. When a person presenting a grievance is not represented by the Association, then the Association shall have the right to have a representative of the Association present to state its views with respect to the grievance under consideration.

(2) No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the Board, by any member of the administration, by the grievant or by any member of the Association against any party in interest, any other Association representative or any other participant in the grievance procedure by reason of such participation.

E. If at any point in the grievance procedure the person who has initiated the grievance shall indicate that he or she is satisfied with the decision, at any level at which the acceptable decision is made, the particular grievance involved shall be considered as terminated and no further proceedings shall be had with respect to same.

F. Miscellaneous

(1) 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 of the participants.

(2) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

(3) All meetings and hearings 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.

- G. Those above procedure shall apply in all matters except those in which mandated binding arbitration is required by the Scope Act. (N.J.S.A. 34:13A-1 et seq.)

ARTICLE VI

SALARIES

- A. The Board agrees that the salary guide attached hereto as Schedule A is made a part hereof and shall apply to all Board employees within the unit covered by this Agreement.
- B. Bonuses paid pursuant to Article III d (e) above are considered as part of the base salary for computing the amount of the annual percentage of increase provided for in Article VI B (1) (2) (3) above.

ARTICLE VII

LONGEVITY

- A. Any administrator covered by the within contract shall be entitled to longevity compensation as follows:
 - 1. Any employee with ten (10) years continuous employment at Manchester, shall receive a longevity payment of \$1,000 to be increased by \$500.00 per each additional five year period, which shall be paid during the next following year of said employees employment in the same manner as his/her salary is being paid.
- B. The longevity payment is not to be considered as part of the base salary for computing the amount of the annual percentage increase provided for in Article VI B (1) (2) (3).

ARTICLE VIII

INSURANCE PROTECTION

- A. The Board shall provide insurance for all Board employees within the unit covered by this Agreement, as follows:
- (1) For all those persons hereinabove designated who remain in the employ of the Board for the full school year, the Board shall make payment of full individual and full dependent coverage [one hundred percent (100%)] of all premiums continuing for the duration of this Agreement. The insurance to be provided shall be:
 - (a) Hospitalization benefits in amounts not less than those provided by Hospital Service Plan of New Jersey.
 - (b) Surgical benefits in amounts not less than those provided by Medical Surgical Plan of New Jersey.
 - (c) Major medical benefits in amounts not less than those provided by the present Prudential Insurance contract.
 - (d) The availability of such insurance by and from recognized insurance companies.
 - (2) The Board shall provide a co-pay prescription plan for full family coverage for the term covered by the within contract.
 - (3) The Board of Education shall provide a dental plan constituting full family coverage. Each covered employee shall contribute to his/her premium at the 1992-1993 rate (131.04) for each year of this Agreement by having same deducted from his/her salary at a prorated rate on a monthly basis. The Board shall pay the balance of each covered employee's premium during each year of this Agreement.

ARTICLE IX

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Not later than October 1 of the final year of this Agreement, the Board agrees to initiate negotiations with the Association for a successor Agreement in good faith effort on both sides to reach a continuing agreement on salaries and conditions of employment which have been negotiated and are the subject matter of this Agreement. By the same date, the Association agrees to present to the Board its proposals for the successor Agreement. Any Agreement so negotiated shall apply to all Board employees within the unit covered by this Agreement and shall be reduced to writing and signed by all the parties. Every effort shall be made by both the Board and the Association to conclude such negotiations and have the successor Agreement reduced to writing on or before January 1 of that same school year.

- B. The provisions hereinabove contained with respect to negotiating and reducing to writing a successor Agreement shall be subject to the then existing statutes of the State of New Jersey controlling public employer--employee relationships.

ARTICLE X

STATUTES

- A. Whenever, in this Agreement, a statutory provision has been incorporated by reference, any change, revision or amendment of such statutory provision shall automatically become a part of the Agreement.
- B. Whenever any provision of this Agreement is contrary to and in conflict with any statute of the State of New Jersey now in effect or hereafter adopted, the statutory provision shall prevail.

ARTICLE XI

MUTUALITY OF OBLIGATION

The Board and the Association will make every good faith effort to carry out the spirit as well as the letter of this Agreement, subject to law. Both parties further agree to take no action which will demean the process or be contrary to the laws of the State of New Jersey pertaining to strikes or work stoppages by public employees.

ARTICLE XII

PROFESSIONAL IMPROVEMENT INCENTIVES

- A. Any member of the Administrator's Association, in the employ of the Board, may make a request, in writing, to the Superintendent of Schools for the approval of a course or courses to be taken by him or her during any school semester including summer sessions.
- (1) Such written request shall be submitted prior to his/her enrollment for said course.
 - (2) Within one (1) week from the date of the receipt of the written request hereinabove provided for, the Superintendent shall advise the applicant, in writing, whether approval is granted or denied.
 - (3) If approval is granted, said employee shall enroll for the course or courses which have been approved and shall pay the tuition required by the college or university.
 - (4) If the opportunity to enroll in the approved course or courses is closed to said employee, he/she may substitute an additional course providing said substituted course (or courses) is approved by the Superintendent of Schools.
- B. Upon successful completion of the course or courses by the said employee with a grade of A or B, unless the course taken by said employee is marked on a pass--fail basis, then on a grade of pass, said employee shall be reimbursed to the extent of the cost thereof based upon actual tuition fees only and in any event not to exceed Six Hundred Dollars (\$600) per employee in each year of the Agreement (July 1 through June 30).
- (1) Proof of successful completion of the course or courses with the required grade shall be made by:
 - (a) Submitting to the said Superintendent an official transcript, or report card, and
 - (b) An executed invoice for payment.
 - (c) The reimbursement to employees for courses taken during the spring and summer semesters, of any year, shall be made in September next following the successful completion thereof provided that said employee is in the employ of the Board for the school period commencing in that month.
- C. In addition to the foregoing any member of the Association, in the employ of the Board, may make a request, in writing, to the Superintendent, for the approval of a course, courses or course work, to be taken by him or her during any school semester, including summer sessions in an approved Doctoral Program.

The total to be expended by the Board for such a course, courses or course work shall be limited to a total of \$5,000.00 per year for all of the members of the Association and shall be apportioned and paid out pursuant to such applications as may be submitted to and approved by the Superintendent.

All requests must be submitted to the Superintendent no later than February 1, of the school year next preceding the date when the person making the request intends to take such course, courses or course work.

making the request intends to take such course, courses or course work.

D. Professional Membership

The Board agrees to pay full basic yearly professional membership fees for each employ in the New Jersey Principals and Supervisors Association. This specifically excludes the comprehensive benefits for non-employment related legal assistance program.

ARTICLE XIII

REFERENCES TO MANCHESTER REGIONAL HIGH SCHOOL EDUCATION ASSOCIATION CONTRACT

The Board and the Association do acknowledge that each of them is fully cognizant of and familiar with the provisions contained in the last effective, existing contractor between the Board and the Manchester Regional High School Education Association and particularly the provisions of that contract as it relates to Article III A and Article IV, A 2 (h) of the within contract.

ARTICLE XIV

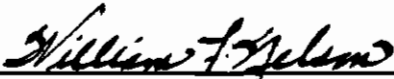
DURATION

The provisions of this Agreement shall be effective as of July 1, 1994 and shall remain in full force and effect until June 30, 1996.

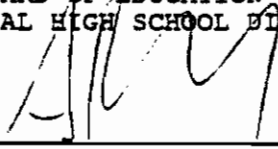
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective representatives and seals to be affixed hereto the year and day above indicated.

ATTEST:

THE BOARD OF EDUCATION OF THE MANCHESTER
REGIONAL HIGH SCHOOL DISTRICT

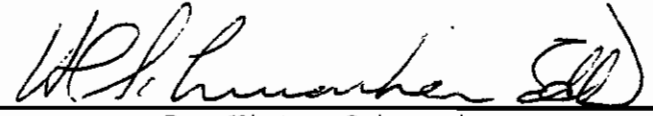


William F. Nelson, Bd. Sec.



Anthony R. Francin, Board President

MANCHESTER REGIONAL ADMINISTRATORS' ASS'N



Dr. Victor Schumacher

SCHEDULE A

1994 - 95

	<u>SUPERVISOR</u>	<u>ASSISTANT PRINCIPAL</u>	<u>PRINCIPAL</u>
1.	56,900	58,200	68,200
2.	58,100	59,400	69,600
3.	59,300	60,600	71,000
4.	60,500	61,900	72,400
5.	61,800	63,100	73,900
6.	63,100	64,400	75,400
7.	64,400	65,700	77,000
8.	65,700	67,100	78,654
9.	67,072	68,500	79,400
10.	67,700	69,914	80,200
11.	68,300	70,600	81,000

1995 - 96

1.	57,500	58,800	68,800
2.	58,700	60,000	70,300
3.	59,900	61,200	71,700
4.	61,100	62,500	73,100
5.	62,400	63,800	74,600
6.	63,700	65,100	76,200
7.	65,000	66,400	77,700
8.	66,400	67,800	79,200
9.	67,700	69,200	81,407
10.	69,419	70,600	82,200
11.	70,100	72,361	83,000

- Bonus monies become part of permanent salary but are calculated separately and added to base salary shown on guide.
- Longevity monies do not become part of base salary and therefore are not affected by year to year percentage changes. Longevity is added after base salary and bonus monies are calculated for each year.

Location of present staff on these guides is as follows:

	<u>SUPERVISOR</u>	<u>ASSISTANT PRINCIPAL</u>	<u>PRINCIPAL</u>
1994 - 95 Step	9	10	8
1995 - 96 Step	10	11	9