NEGOTIATED AGREEMENT

BETWEEN

THE MANASQUAN BOARD OF EDUCATION

AND

THE MANASQUAN ADMINISTRATORS' ASSOCIATION

SCHOOL YEARS

2024-2025
2025-2026
2026-2027
2027-2028
2028-2029

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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. Supervisor of Special Education
5. Supervisor of Athletics & Co-Curricular
6. Elementary Assistant Principal
7. Supervisor of Instruction

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.

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 audiovisual 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 to 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. <u>Written Decision</u> -- 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. <u>Forms</u> -- 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. <u>Meetings & Hearings</u> -- 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. <u>Grievance File</u> -- 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 pursuant to N.J.S.A. 18A:30-1.
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 a reason allowable under law, and administrators may be required to provide documentation for absences consistent with N.J.S.A. 18A:30-4.

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 (2S) 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

C. If school is in session on any of the holidays listed in Section B., administrators may be required to work on these holidays to ensure the efficient and safe operations of the schools. If the Board requires administrators to work on any holiday listed in Section B., the Board shall offer the Association another scheduled work day in lieu of the holiday during the same school year on which administrators do not need to report to work. These alternate holiday dates will be provided to the association prior to the beginning of the school year.

D. Administrators are encouraged to use their vacation days on dates when school is not in session for students and faculty. Should an administrator wish to take more than three consecutive vacation days during the dates on which school is in session OR one or more vacation days adjacent (immediately before or after) a school holiday or recess, they shall first request a meeting with the Superintendent at least ten school days prior to the requested vacation days to discuss their request.

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 promotional positions shall be adequately publicized by the Superintendent in accordance with the following procedures: When school is in session, a notice shall be emailed to all administrators as far in advance as practicable, but not less than five (5) school days before such date. 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 base salaries of all administrators covered by the Agreement shall be increased by 3.6% for the 2024-2025 school year, 3.6% for the 2025-2026 school year, 3.6% for the 2026-2027 school year, 3.6% for the 2027-2028 school year, and 3.6% for the 2028-2029 school year. (Base salary excludes longevity or other contractual earnings.)

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. Any change in health benefits will result in benefits which are substantially equivalent to the Direct Access Plan Design 8.

3. Effective August 1, 2016, the health coverage plan shall be Horizon Blue Cross/Blue Shield of N.J. Direct Access Plan Design 8. Any future plan changes shall be substantially equivalent to the Direct Access Plan Design 8.

   Effective August 1, 2016, the Medical Coverage Changes will be as follows:
   NJ Direct Access Plan Design 7 - change the current office co-pay for the PCP/Specialist from $10 to $15. This revised plan will be known as NJ Direct Access Plan Design 8.

   Any change in health benefits coverage will result in benefits that are substantially equivalent to the Direct Access Plan Design 8 plan.

4. The Health Benefits shall be changed to be consistent with the MEA Benefits.

5. Effective January 1, 2020, administrators may elect to enroll in the Board's High Deductible Health Savings Account (HSA) plan. If the administrator elects to join the HSA plan, the Board shall pay 50% toward the deductible for the HSA plan on January 1 of each year. The Board shall give an additional stipend of the remaining 50% of the deductible to the administrator by January 15th of each year. Administrators shall have the option to return to the Direct Access Plan during open enrollment periods.

6. Any changes in health benefit coverage will results in benefits that are substantially equivalent to the Direct Access Plan.

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

1. Effective August 1, 2016 dental coverage changes will be as follows:
   - Annual deductible will be increased from $25 to $50
   - The calendar year maximum will increase from $1000 to $1500

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.

Waiving of Medical Benefit Package (Health. Dental and RX): If an administrator wishes to waive his or her medical benefit package, in exchange for waiving coverage, he/she shall be reimbursed in the amount of the lesser of $5,000 or 25% of the premium saved. The reimbursement may be pro-rated for partial periods of the school year. The agreement to reduce the amount awarded for waiver of medical coverage will sunset at the end of this contract and will revert to $ 7,500 for family coverage, $5,600 for husband and wife, $4,000 for parent and child, and $2,500 for single, or the waiver amount provided to the majority of the certificated staff members at the time of the sunset, whichever is less.

D. Contribution toward health benefits under Chapter 78. Administrator health insurance contributions shall be at Tier 4, pursuant to the table and terms set forth in Chapter 78.

E. 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).

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

G. 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.

H. 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.

I. The Board agrees to reimburse administrators for reasonable costs and fees associated with obtaining certifications required for their position. Administrators shall submit receipts and documentation of these costs to the Board for reimbursement and such reimbursement shall be made in a timely manner, subject to any applicable policies or regulations.

ARTICLE XIII
TERMINAL LEAVE PAY

A. Effective January 1, 2019, the Board shall pay $110 for each day of unused accumulated sick leave to administrators who have rendered no less than fifteen (15) years of service in the Manasquan School District, upon retirement, subject to the conditions below and as found in N.J.S.A. 18A:30-3.5 and 3.6.

B. All administrators entering the MAA bargaining unit on or after July 1, 2019, upon retirement, shall be paid $110 for each day of accumulated sick leave, not to exceed ten thousand dollars ($10,000.00).

C. Effective July 1, 2019, an administrator who entered the MAA bargaining unit prior to July 1, 2019 and with less than 182 accrued sick days, upon retirement, shall be paid $110 for each days of accumulated sick leave, not to exceed twenty thousand dollars ($20,000.00).

D. Effective July 1, 2019, an administrator who entered the MAA bargaining unit prior to July 1, 2019 and with 182 or more days of accumulated sick leave, upon retirement, shall be paid $110 for each day of unused accumulated sick leave earned prior to July 1, 2019. (The number of accumulated sick days for the purpose of this calculation of payment shall not exceed the number of accumulated sick days of the administrator on June 30, 2019.)

E. Upon an administrator's retirement from the District, the Board will pay all unused vacation days in accordance with law and this agreement, not to exceed thirty-five (35) days. Payment shall be calculated at the administrator's daily rate of pay, based upon a 260-day work year. If written notice of resignation for the purpose of retirement is received by the Board by January 1 of a given school year, payment for unused vacation days will be made no later than the following July 1. If written notification for the purpose of retirement is made after January 1 of a given school year, payment for unused vacation days will be made no later than the second July 1 following receipt of the notification.

ARTICLE XIV
LONGEVITY

Longevity shall be included as part of an administrator's pensionable salary base on the following schedule based on years of service in the district. "Years of Service" is defined as full years completed as of July 1 of each school year.

Years 10.00 to 14.99:	$500.00
Years 15.00 to 19.99:	$1,000.00
Years 20.00 to 24.99:	$1,500.00
Years 25.00 to 29.99:	$2,500.00
Years 30.00 and Greater:	$3,000.00

ARTICLE XV
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, 2024, and shall be effective until June 30, 2029, 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.

IN WITNESS WHEREOF the board and the association have each caused this agreement to be duly executed by their respective presidents and secretaries.

The undersigned parties agree to the above this 21st day of November, 2023.

Ratified by the Manasquan Administrators' Association:
November 16, 2023

Approved by the Manasquan Board of Education:
November 21, 2023