

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF MANVILLE,
THE COUNTY OF SOMERSET, NEW JERSEY
AND THE
MANVILLE ADMINISTRATORS ASSOCIATION
July 1, 2024 – June 30, 2028

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ARTICLE I RECOGNITION

The Manville Board of Education hereby recognizes the Manville Administrators Association as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for the following personnel: Principals, Assistant Principal, Athletic Director, and Supervisors.

The Board will not negotiate with individual members of the Manville Administrators Association separately.

ARTICLE II NEGOTIATION PROCEDURE

Both parties agree to commence negotiations no later than January 31 in the calendar year preceding the calendar year in which this agreement expires. Any agreement negotiated shall apply to all Administrators, be reduced to writing, and if ratified by both parties, be signed by the Board and the Administrators.

ARTICLE III RIGHTS AND PRIVILEGES

- A. When requested by the Board, a representative from the Administrators will be invited to participate in negotiations of all other employees in order to assist the Board in interpreting the impact of requests made by other employees on school operations.
- B. Board members shall request any complainant having a grievance with regard to any school personnel or any school centered problem to follow proper channels, beginning with (a) the Teacher, (b) Directors, Supervisors, the Assistant Principal or the Principal, and (c) the Superintendent of Schools, with regard to resolving his/her complaint. If the complainant has not been satisfactorily addressed, he/she may then refer the problem to the Board.
- C. Administrators shall exercise their personal judgment with regard to reporting or not reporting to, and leaving from, their respective schools when schools are closed and any other time with prior approval of the Superintendent.
- D. Administrators will be given reasonable notice when requested to attend meetings outside the normal work hours.

ARTICLE IV
TEMPORARY LEAVES OF ABSENCE

- A. Administrators employed by the Board shall be granted the following temporary leaves of absence:
1. Up to five (5) days for death in the immediate family; i.e. grandparents, father, step-father, mother, step-mother, brother, sister, spouse, child, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandfather-in-law, grandmother-in-law, stepson, stepdaughter, or any member within the immediate household. One (1) day per year for an aunt or uncle for the purpose of attending the funeral.
 2. Up to three (3) days for serious illness and scheduled procedures for the following family members: grandparents, father, step-father, mother, step-mother, brother, sister, spouse, child, grandchild, mother-in-law, father-in-law, sister-in-law, or brother-in-law.
 3. Up to a total of three (3) days during the school year for matters of an emergency nature which cannot be handled outside of school day. Employees need not state the reason for taking this leave when applying for it, but only that it is being taken to attend to a matter that requires the employee's personal and active attention and which cannot be handled outside of the school day. Unused days under this section will be added to the employee's sick leave at the end of the school year.
- B. Approval for temporary leave requests under Items 2 and 3 must be received from the Superintendent of Schools.
- C. All requests for temporary leaves of absence must be presented in writing to the Superintendent of Schools, prior to the requested leave, except in times of emergency when the request must be submitted to the Superintendent no later than three (3) school days after the return from the leave.
- D. Administrators not employed for a full year shall receive prorated temporary leaves of absence.
- E. Any administrator seeking to use sick leave for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least sixty (60) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said administrator proposes to terminate the sick leave. The Board may require as a condition of the administrator's return to service production of a certificate from a physician certifying that the administrator is medically able to resume her duties. All leave taken under this paragraph shall be in accordance with applicable law including the Federal Family Medical Leave Act and the New Jersey Family Leave Act.

The Board shall grant child-rearing leave of absence without pay immediately following the conclusion of sick leave associated with childbirth or commencing on a mutually agreeable date following the birth of the child, to any administrator upon request in accordance with applicable statutes, regulations and State agency decisions. Any administrator seeking such leave shall apply in writing to the Superintendent sixty (60) days prior to the commencement of the child rearing leave. This initial leave shall terminate on either January 1st or July 1st following the birth of the child. Administrator may be granted a leave of absence without pay for child-rearing purposes for one (1) full school year (July through June) following the school year in which the initial child-rearing leave occurs. In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence for nontenured administrators unless the Board otherwise elects.

In the event that an administrator's pregnancy terminated prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said administrator may apply for early reinstatement by filing a written request with the Superintendent, accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the administrator in question during the period for which leave has been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the education program to which the administrator in question was assigned and seeks to be reinstated. The Board shall not contractually obligate itself for such a replacement if the leave requested is for a period of sixty (60) days or less.

Administrators adopting a child under five (5) years of age shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if required for adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school.

The Board shall grant any Administrator an unpaid leave of absence to provide necessary care for his/her child to the same extent and by the same procedure provided for maternity leaves above.

F. Any Administrator not employed for a full year shall receive a prorated allotment of family illness days and personal days. Administrators shall receive the full allotment of bereavement days regardless of whether or not the Administrator was employed for a full year with the District.

G. An Administrator shall notify the Board in writing, not later than sixty (60) calendar days preceding the effective day of retirement or resignation, except the minimum notice may be waived at the discretion of the Board. Compensation shall be paid no later than forty-five (45) calendar days following the effective date of retirement or resignation.

ARTICLE V SICK LEAVE

- A. Administrators shall be entitled to twelve (12) days of sick leave each school year. Any of the unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Administrators not employed for a full year shall receive prorated sick leave benefits.
- C. Administrators shall be given a written accounting of accumulated sick leave days of each year. Present district personnel records will stand as the accurate accounting of accumulated sick leave days unless the individual concerned can present validated evidence to the contrary. Administrators will be given a written accounting of sick leave days before the last working day in October.
- D. Administrators who have been employed for at least seven consecutive years as an Administrator with the Manville Public Schools shall, upon termination of employment, receive their per diem rate of salary during the last year of employment for accumulated unused sick days to a maximum of twenty-five (25) days.

Administrators who have been employed for at least ten (10) consecutive years as an Administrator with the Manville Public Schools shall, upon retirement, receive their per diem rate of salary during the last year of employment for accumulated unused sick days to a maximum of fifty (50) days; \$5.00 per day for remaining accumulated unused sick days to a maximum of the next fifty (50) days; and \$10.00 per day for all accumulated unused sick days beyond one hundred (100) days.

In no case shall the payments under this provision exceed \$15,000. Payment will be made between July 1 and July 15 following retirement, if the employee has notified the Superintendent in writing by November 30 preceding the date of retirement. Notification after the date of November 30 will result in payment being deferred until the second July after retirement. An employee giving written notification by November 30 may voluntarily choose to defer payment until no more than twelve (12) months after the first July 15 after retirement.

ARTICLE VI VACATION

- A. Administrators hired prior to July 1, 2018 shall be entitled to twenty-two (22) vacations days for full year of employment. Administrators hired after July 1, 2018 shall be entitled to the following vacation days:

Year 1	14 vacation days
Year 2	15 vacation days
Year 3	16 vacation days
TENURE	20 vacation days

- B. Any Administrator not employed for a full year shall receive prorated vacation benefits.
- C. All proposed vacation days for Administrators must be approved by the Superintendent prior to the taking of the days.
- D. A maximum of five (5) vacation days may be carried over into the next school year with the prior approval of the Superintendent.
- E. Administrators shall have the option to be paid the per diem rate for up to five (5) of the carried over days, instead of actually carrying them over.

ARTICLE VII HOLIDAYS

- A. Administrators shall receive the following paid holidays when school is closed: *New Year's Day, Day Before New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Day After, Christmas Day, Day Before and Day After Christmas Day, Veteran's Day*
- B. The NJEA convention days are considered work days.

ARTICLE VIII PROFESSIONAL DEVELOPMENT

A. TUITION REIMBURSEMENT:

1. The Board will reimburse the Administrators up to, but not to exceed 100% of the current graduate credit tuition rate of Rutgers University for graduate credits approved in advance by the Superintendent. Such courses shall be for an approved degree, certification or development in a current area of certification, and in accordance with applicable law. Such courses must be successfully completed with a grade B or better. No reimbursement shall be granted for grades below a B.
2. The Board will reimburse Administrators up to \$1,000 per credit per year (for a maximum of 12 credits) for doctoral courses approved in advance by the Superintendent. Such courses shall be for an approved degree, certification or development in a current area of certification, and in accordance with applicable law. The Association will be provided with up to \$24,000 in total annually to be used for reimbursement for its members. Any unused money shall not be carried over to the following school year.

3. Any Administrator who leaves the District's employment, excluding those terminated or non-renewed, and who receives any tuition reimbursement as provided for in this Article, shall pay back the tuition reimbursement as follows:
 - a. Within 1 Year of receipt of the reimbursement – 100% payback to the District.
 - b. Within 2 Years of receipt of the reimbursement – 75% payback to the District.
 - c. Within 3 Years of receipt of the reimbursement – 50% payback to the District.
 - d. Within 4 Years of receipt of the reimbursement – 25% payback to the District.

In the event the Board is forced to file any legal action in any venue to recoup monies owed pursuant to this provision, the employee shall be responsible for all court costs and attorneys' fees associated with said action.

4. Administrators will be reimbursed for tuition within 30 days after transcripts are submitted to the Superintendents' office.
5. Reimbursement will be made after the certificated staff member submits to the Superintendent a receipted bill and the official transcript or registrars' grade statement covering the courses taken.
6. The Board will reimburse the Administrator for the cost of a maximum of 12 credits taken between July 1 of one year and June 30 of the following year. Credit shall be counted as of the course completion date.
7. Administrators on sabbatical leave shall be eligible for reimbursement under this Article, in accordance with the same criteria and procedures outlined above except that they shall receive all payments due them in the October following their return to the district provided they are still members of the Manville staff on September 30.

B. CONFERENCES

The NJPSA October and Summer conferences are considered work days unless employees attend the conferences with the prior approval of the Superintendent. There shall be a maximum of two (2) employees per conference permitted to attend each conference per year. The NJPSA conference days shall be considered additional Professional Development days for those employees who attend. Compensation, if any, shall be pursuant to law.

The Board shall fund the costs associated with the one (1) Administrator's attendance at a national conference of the Administrator's choice in each year of the Agreement. Attendance would require the Superintendent's prior recommendation and prior Board approval. The Administrator shall share all pertinent information/new knowledge with the Administrator's colleagues as part of any staff development initiatives and will provide reinforcement-retraining as appropriate. All reimbursements shall be pursuant to applicable law, including but not limited to, OMB, A5 Regulation, etc. The payment shall be capped at \$4,000 per year.

All other conferences shall be permitted only with the prior recommendation of the Superintendent, and the prior approval of the Board of Education.

ARTICLE IX HEALTH INSURANCE

The Board reserves the right to change the health insurance plan offered to administrators. Should the Board decide to change insurance carriers, the new carrier shall provide benefits which are substantially similar to the benefits provided by the previous carrier.

The Board will provide eligible administrators with Point of Service ("POS") plan as the District's base health insurance plan. The Board will no longer offer the Comprehensive Major Medical plan. Administrators who wish to enroll in a plan that is more expensive than the POS plan will bear the responsibility of paying the difference between the two premium costs.

The Board will offer the Exclusive Provider Organization ("EPO") health insurance plan as a voluntary option for eligible Administrators.

The Board will offer the Omnia 10 With Blue Card Included (10% prescription card) health insurance plan as a voluntary option for eligible Administrators.

The POS plan will be modified in the following ways:

- a. Office visit co-pay increased from \$12.50 to \$15.00.
- b. Emergency Room co-pay increased from \$25 to \$100.
- c. Chiropractic visits limited to 30 visits per benefit period.
- d. Short-term therapies limited to 60 visits per benefit period.
- e. Out-of-network out-of-pocket deductible increase from \$150 individual/\$300 family to \$200 individual/\$500 family; and \$2,000 individual/\$5,000 family to \$3,000 individual/\$6,000 family.
- f. Hospital in-patient out-of-network copay increased from \$200 to \$300.

Effective January 1, 2021, the District shall offer the New Jersey Educators Health Plan ("NJEHP"), or its equivalent, in addition to any other plans. Upon its effective date, the District shall also offer the Garden State Health Plan ("GSHP"), or its equivalent. Direct 15 shall remain the base plan.

Administrators hired on or after July 1, 2020 shall be required to enroll in the NJEHP or GSHP. Administrators hired prior to July 1, 2020 may enroll in any plan offered by the District at their

discretion but shall be responsible for full cost of any plan with a premium cost which exceeds the Direct 15 base plan.

Upon enrollment in the NJEHP or GSHP, Administrators shall make all payments toward the cost of coverage in accordance with P.L. 2020, c. 44 ("Chapter 44"). Administrators enrolled in Direct 15 shall make payments toward the cost of coverage in accordance with P.L. 2012, c. 78 ("Chapter 78"). Administrators enrolled in a higher premium plan shall pay the difference in premium between the higher premium plan and Direct 15, as well as the Chapter 78 payment for Direct 15.

The Board reserves the right to offer alternative health benefit programs to stabilize or reduce the premium costs to the Board and the employee.

The Board shall provide health insurance coverage to all eligible Administrators, and Administrators shall contribute the greater of 1.5% of their base salary, or an amount established by Statute, Code or Regulation, towards the cost of health benefit coverage. This contribution shall be considered separate and apart from an Administrator's choosing to buy up to a more expensive plan.

Administrators who provide proof of alternative health insurance coverage may waive coverage with the Board in exchange for a waiver payment. The amount of the waiver payment shall be 25% or \$5,000, whichever is less, of the amount saved by the Board. If an Administrator chooses to waive only a portion of his coverage, i.e. waives medical insurance coverage and selects dental coverage, the Administrator shall be required to contribute the greater amount set by statute, code or regulation or 1.5% of his base salary towards the cost of such coverage. If the amount of Administrator's 1.5% contribution exceeds the total cost of the selected coverage, i.e. the total cost of such dental coverage, the Administrator's annual contribution shall be reduced and the Administrator shall only contribute an amount equal to the cost of the selected coverage. Administrators who waive only a portion of the Board's health insurance coverage are not entitled to receive any waiver payments.

The Board will establish a Section 125 account so that the tax-free status of the health insurance for Administrators choosing not to waive insurance is not affected.

Where the Board employs two married employees/Administrators, one of the two must choose either Family or Husband/Wife coverage. The other employee/Administrator shall not be permitted to receive a waiver payment.

The Board's contribution toward the cost of dental coverage shall be up to a maximum of \$400 per Administrator.

The Board will establish an Employee Assistance Plan with the "six (6) session model" at a cost not to exceed \$24.00 per Administrator per year.

The Board will provide disability insurance. Coverage will be provided by Prudential Insurance Company of America.

The Board shall provide for continuance of group health care insurance after retirement, in the master policies and contracts in force, with insurance premiums paid for by the retiree.

All retired Administrators of the district shall be given the option of purchasing dental insurance through the Board at group rates at no cost to the Board.

ARTICLE X GRIEVANCE PROCEDURE

A. This procedure is a means by which an employee may appeal the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment, except:

1. A complaint of a non-tenured employee which arises by reason of his/her not being re-employed;
2. A complaint by an employee occasioned by appointment to or lack of appointment to, retention or lack of retention in any position for which tenure is either not possible or not required;
3. Any policy of the Board of Education pertaining to its internal operation;
4. Any matter for which a method of review is prescribed by law;
5. Any rule or regulation of the State Board of Education or Commissioner of Education, but not to the violation, misinterpretation, or misapplication of such a rule or regulation.
6. A performance evaluation and the related merit compensation salary increase.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its occurrence. All time limits specified are considered maximum; however, they may be extended by mutual agreement in writing.

B. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3. In the presentation of a grievance, the employee shall have the right to designate any representative or representatives of his/her own choosing to appear with him/her at any level.
4. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or elected representatives.

Level One

The employee shall discuss it first with his/her immediate superior, in an attempt to resolve the matter informally.

Level Two

As a result of the discussion and the matter is not resolved to the satisfaction of the employee within five (5) days, he/she shall set forth his/her grievance in writing on a prepared form to the Superintendent specifying:

- a. The nature of the grievance and date of occurrence;
- b. The nature and extend of injury, loss or inconvenience;
- c. The results of previous discussions; and
- d. His/her dissatisfaction with decisions previously rendered.

The Superintendent shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.

Level Three

If the grievance is not resolved to employee's satisfaction, he/she may, no later than five (5) school days after receipt of the Superintendent's decision, request a review by the Board of Education. This request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and may at the option of the Board hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the hearing with the employee, whichever comes later.

Level Four

If the grievant is not satisfied with the result at the prior level, he/she may appeal the decision of the Board of Education to PERC by requesting an arbitrator within fourteen (14) calendar days. Said arbitrator shall be selected and an arbitration hearing held in accordance with the then prevailing rules and regulations of PERC. All documents presented at the previous steps of the grievance procedure shall be submitted to the arbitrator. The decision of the arbitrator

shall be legally binding. The cost of the arbitrator shall be shared equally by the association and the board.

ARTICLE XI SALARIES

- A. The board retains the right to withhold all salary increases for 1 - poor performance, or 2 - disciplinary reasons, subject to appeal to the Commissioner of Education or to grievance arbitration, respectively.
- B. The longevity stipend for any administrator beginning with 10 or more years and annually thereafter of employment as an administrator in the Manville School District, with an annual positive performance evaluation will be \$1500. This stipend does not affect the maximum for any listed position.
- C. There are no minimum salaries established in this bargaining unit. The Board will determine the initial salary of any new employees in this bargaining unit.
- D. Administrators who participate in an overnight school activity where they are responsible for students during the course of the evening shall be reimbursed \$250 per night.
- E. The 2023-2024 Base Year salaries shall be increased as follows:

2024-2025 School Year:

Step	HS Principal	ABIS/Weston Principal	Roosevelt Principal	AP/Supervisor/ Athletic Director
1	\$125,720	\$117,235	\$108,749	\$100,264
2	\$128,970	\$120,257	\$111,544	\$102,831
3	\$132,220	\$123,280	\$114,339	\$105,399
4	\$135,470	\$126,302	\$117,134	\$107,946
5	\$138,720	\$129,325	\$119,929	\$110,534
6	\$141,970	\$132,347	\$122,724	\$113,101
7	\$145,220	\$135,370	\$125,519	\$115,669
8	\$148,470	\$138,392	\$128,314	\$118,236
9	\$151,720	\$141,415	\$131,109	\$120,804
10	\$154,970	\$144,437	\$133,904	\$123,371
11	\$158,220	\$147,460	\$136,699	\$125,939
OG1		\$162,148		\$148,553

2025-2026 School Year:

Step	HS Principal	ABIS/Weston Principal	Roosevelt Principal	AP/Supervisor/ Athletic Director
1	\$129,492	\$120,752	\$112,011	\$103,272
2	\$132,839	\$123,865	\$114,890	\$105,916
3	\$136,187	\$126,978	\$117,769	\$108,561
4	\$139,534	\$130,091	\$120,648	\$111,184
5	\$142,882	\$133,205	\$123,527	\$113,850
6	\$146,229	\$136,317	\$126,406	\$116,494
7	\$149,577	\$139,431	\$129,285	\$119,139
8	\$152,924	\$142,544	\$132,163	\$121,783
9	\$156,272	\$145,657	\$135,042	\$124,428
10	\$159,619	\$148,770	\$137,921	\$127,072
11	\$162,967	\$151,884	\$140,800	\$129,717
OG1		\$167,012		\$153,010

2026-2027 School Year:

Step	HS Principal	ABIS/Weston Principal	Roosevelt Principal	AP/Supervisor/ Athletic Director
1	\$133,376	\$124,375	\$115,372	\$106,370
2	\$136,824	\$127,581	\$118,337	\$109,093
3	\$140,272	\$130,788	\$121,302	\$111,818
4	\$143,720	\$133,994	\$124,267	\$114,520
5	\$147,168	\$137,201	\$127,233	\$117,266
6	\$150,616	\$140,407	\$130,198	\$119,989
7	\$154,064	\$143,614	\$133,163	\$122,713
8	\$157,512	\$146,820	\$136,128	\$125,437
9	\$160,960	\$150,027	\$139,094	\$128,161
10	\$164,408	\$153,233	\$142,059	\$130,884
11	\$167,856	\$156,440	\$145,024	\$133,609
OG1		\$172,023		\$157,600

2027-2028 School Year:

Step	HS Principal	ABIS/Weston Principal	Roosevelt Principal	AP/Supervisor/ Athletic Director
1	\$137,378	\$128,106	\$118,833	\$109,561
2	\$140,929	\$131,408	\$121,887	\$112,366
3	\$144,480	\$134,711	\$124,941	\$115,172
4	\$148,032	\$138,014	\$127,995	\$117,956
5	\$151,583	\$141,317	\$131,050	\$120,783
6	\$155,134	\$144,619	\$134,104	\$123,589
7	\$158,686	\$147,922	\$137,158	\$126,395
8	\$162,237	\$151,225	\$140,212	\$129,200
9	\$165,789	\$154,528	\$143,266	\$132,006
10	\$169,340	\$157,830	\$146,321	\$134,811
11	\$172,891	\$161,134	\$149,375	\$137,617
OG1		\$177,183		\$162,328

- F. Administrators hired in advance of the 2021-2022 school year shall not receive any negotiated increase to salary for the 2021-2022 school year. Those Administrators shall receive the negotiated increase in salary for the remaining years of the Agreement.

ARTICLE XII PROFESSIONAL DUES

- A. The Board shall pay the full cost per year per administrator to the New Jersey Principals and Supervisors Association and either the National Association of Elementary School Principals, the National Association of Middle School Principals, or the National Association of Secondary School Principals and any organization directly related to an administrator's position with prior approval of the Superintendent.

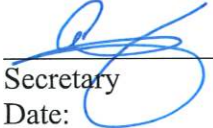
ARTICLE XIII
DURATION

- A. This Agreement shall be effective as of July 1, 2024 and continue in effect until June 30, 2028.
- B. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement in writing.
- C. *IN WITNESS WHEREOF* the party hereto has caused this Agreement to be signed by their respective President and attested by his respective Secretary.

Manville Board of Education

 9.23.24

President
Date:

 9/24/24

Secretary
Date:

Manville Administrators Association



President
Date: 9-19-24



Secretary
Date: 09-19-2024