

**AGREEMENT**

**BETWEEN**

**ROXBURY TOWNSHIP BOARD OF EDUCATION**

**AND**

**ROXBURY TOWNSHIP ADMINISTRATORS' ASSOCIATION**

**SUCCASUNNA, NEW JERSEY**

**JULY 1, 2011 THROUGH JUNE 30, 2014**

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## **AGREEMENT**

THIS AGREEMENT made this 21<sup>st</sup> day of May 2012, between the BOARD OF EDUCATION OF THE TOWNSHIP OF ROXBURY, in the County of Morris, State of New Jersey, a body corporate of the State of New Jersey (“the Board”) and the ROXBURY TOWNSHIP ADMINISTRATORS’ ASSOCIATION (“the Association”).

WHEREAS, the Board and the Association in accordance with the New Jersey Employer/Employee Relations Act, (N.J.S.A. 34:13A 1 et. seq) have met and collectively negotiated in good faith the terms and conditions of employment for the members of the Association for the Fiscal year July 1, 2011 through June 30, 2014 and,

WHEREAS, as a result of the aforesaid collective negotiations, establishes this as a three (3) year contract with no reopeners in either language or salary.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto for themselves, their successors and assigns hereby agree as follows:

**ARTICLE 1  
RECOGNITION**

The Board recognizes the Roxbury Township Administrators Association as the exclusive Majority representative within the meaning of the New Jersey Public Employer/Employees Relations Act for the purpose of negotiating in good faith matters relating to the terms and conditions of employment for the following certified Administrative personnel employed by the Roxbury Board of Education:

Principals  
Assistant Principals  
Director of Special Education  
Director of Community School  
Supervisors

But will exclude:

Superintendent  
Assistant Superintendent  
Business Administrator/Board Secretary  
Human Resources Manager  
Assistant Business Administrator/Board Secretary

To retain such official recognition, the Association agrees to submit a certified membership list no later than October 15 of each year during the period in which this agreement is in effect. The provisions of this agreement shall apply to the above listed employees who shall hereafter be referred to and defined as "Administrators".

**ARTICLE II  
PROCEDURE FOR CONDUCTING NEGOTIATIONS**

A. Negotiating Teams

The designated representative(s) of the Board will meet with the representative(s) designed by the Association for the purpose of negotiating terms and conditions of employment under the New Jersey Employer/Employee Relations Act. Neither party in any negotiations shall have control over the selection of negotiating representatives of the other and each party may select its representatives from within or outside the school district.

B. Exchange of Information

Both parties shall furnish information pertinent to the issues under consideration as long as such information is within the public domain.

C. Consultants

In the event consultants are called upon during the negotiating sessions, the expenses will be borne by the party requesting the assistance. Unless otherwise agreed, each party shall remain responsible for the cost of consultants retained by them for the duration of negotiations.

D. Any agreement is subject to ratification by the full Board of Education and the full membership of the Administrative Association.

E. The scattergram will be fixed as of January 1, 2014. Unit members on the payroll as of that date will be included in the base.

**ARTICLE III  
GRIEVANCE PROCEDURE**

A. Definition

A grievance shall mean a complaint by an administrator or group of administrators concerning the interpretation, application, or alleged violation of negotiated agreements, Board policies, and administrative decisions affecting employees' terms and conditions of employment.

B. Procedure

1. A grievance to be considered under this procedure must be initiated in writing by the administrator(s) within twenty (20) calendar days from the date when the administrator(s) knew or should have known of its occurrence.
2. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved administrator 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.  
  
b. It is understood that administrators and the Board shall, notwithstanding the filing of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance is resolved and any effect thereof shall have been fully implemented.
3. Any administrator who has a grievance shall discuss it first with the immediate supervisor. If, as a result of the supervisor's decision, the matter is not resolved to the satisfaction of the administrator within five (5) working days, the administrator may then meet with the Superintendent in an attempt to resolve the matter informally.
4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the administrator within five (5) working days, the grievance shall be set forth in writing to the Superintendent specifying:
  - a. The nature and date of the incident and the clause of the contract, interpretation of Board policy, or administrative decision being aggrieved;

- b. The nature and date of the injury, loss, or inconvenience;
  - c. The result of the previous discussions;
  - d. Dissatisfaction with decisions previously rendered;
  - e. The remedy which the employee seeks.
5. The Superintendent shall, within five (5) working days after the receipt of the grievance, provide for a hearing with the Superintendent or his/her designee and interested parties, and shall communicate a decision in writing to the grievant within five (5) working days following the conclusion of said hearings. Hearings shall be scheduled and conducted as expeditiously as possible within the time frames set forth herein.
6. If the grievance is not resolved to the administrator's satisfaction, the administrator, no later than five (5) working days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent's office, 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 shall hold a hearing, if requested, with the aggrieved present, and shall render a decision, in writing, within thirty (30) calendar days of receipt of the grievance by the Board.
7. a. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved and the aggrieved wishes a review by a third party, the aggrieved shall notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision of the desire to have the decision reviewed by a third party.

There shall be no right to review by a third party, however, of any issue involving the following:

- i) a complaint of a non-tenured administrator which arises by reason of not being re-employed;
  - ii) a complaint by any certificated personnel occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or not required.
- b. In the event the Association desires to secure the services of a third party hereunder, such a third party as an arbitrator shall be obtained from P.E.R.C. and the rules of that agency shall govern the arbitration except as inconsistent herewith;
- c. The arbitrator shall be limited to the issue(s) submitted and shall consider nothing else. The arbitrator can add nothing to, subtract anything from, nor modify the terms of the agreement between the parties or any policy of the Board. The decision of the arbitrator shall be advisory only and shall not be final and binding upon the parties.
8. Any aggrieved person may be self-represented at all stages of the grievance procedure by a representative of choice or one selected or approved by the Association.

9. The Board and the Association shall assure the aggrieved person freedom from restraint, interference, coercion, discrimination, or reprisal in presenting the appeal with respect to the grievance.
10. All costs for the services of an arbitrator selected in accordance with the procedures contained herein, including the fee and expenses, if any, shall be borne equally by the Board and the Association. If mutually agreed by the parties that an outside hearing room is necessary, the cost shall be borne equally. Any other expenses incurred will be paid by the party incurring same.
11. The grievance meetings and hearings under this Article shall not be conducted in public and shall include only the parties of interest and their designated or selected representatives provided, however, that the terms of this paragraph shall be subject to the provisions of any applicable State or Federal law.

**ARTICLE IV  
ADMINISTRATORS' RIGHTS**

The Board hereby agrees that every professional employee of the Board shall have the rights conferred by law to organize, join and supports the Association and its affiliates for the purpose of engaging in collective negotiations and for mutual aid and protection.

Nothing contained in this agreement shall constitute a waiver of any rights or grievance procedures guaranteed under any State or Federal law provided, however, that this provision shall not require the Board to incorporate binding arbitration into this agreement in a manner inconsistent with the provisions of Article III B.7.(c).

**ARTICLE V  
ASSOCIATION RIGHTS**

The Board agrees to provide to the Association available information concerning the financial resources of the school district and such other information for the Association to process any grievance or complaint provided that such information shall be furnished in accordance with the provisions of the Freedom of Information Act and any other law.

The Association shall have the right to use facilities and equipment, with permission, in accordance with the same Board policy that holds for any other organization or group in the community, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies that are used. The Association shall have the privilege of using school mailboxes as it deems necessary with the prior approval of the Superintendent's office.

**ARTICLE VI  
ADMINISTRATIVE TIME**

- A. The Board and the Association agree that it is the responsibility of the administrator to structure his working day and organization to insure that all duties are performed and obligations met. This

concept recognizes the professional nature of the administrative position and the right of the Board to review and approve the fulfillment of the requirements of the position of the administrator.

## B. Vacation

Each administrator employed by the Board shall be entitled to twenty-five (25) vacation days during the school year. After five (5) years of service as an administrator, each administrator shall be entitled to twenty-six (26) vacation days during the school year.

Administrators hired on or after July 1, shall earn vacation time at the rate of two (2) days per month for each full month of service until June 30 of that year. If a first year administrator who begins employment on July 1 takes no vacation days during the year, he/she will then have twenty-five (25) days available for use during the second year of employment.

However, if the administrator does take vacation during the first year, it will reduce the number of days available during the second year by the appropriate number of days. Upon retirement, resignation, or death, the administrator or estate shall receive a lump sum payment of the per diem rate of accumulated vacation days.

Administrators shall be limited to carrying three (3) days of vacation over into a new fiscal year during their first three (3) years of employment. Administrators who have been in Roxbury Township employ as an administrator for four (4) or more years will be permitted to carry seven (7) unused vacation days in to the next school year. These days are cumulative. Administrators shall obtain prior approval from the Superintendent as to the particular period(s) of vacation sought in order that the taking of vacations can be coordinated within the school district.

Employees who accumulate one (1) day over the maximum amount of unused vacation days for carryover in accordance with the terms of this Article shall be allowed to submit one (1) full day for reimbursement on June 30 of each year. This day will be paid at 100% of the employee's per diem amount for that day based on 1/240<sup>th</sup> of the annual salary.

Effective July 1, 2009, employees who accumulate a total of three (3) days over the maximum amount of used vacation time for carryover in accordance with the terms of this Article shall be allowed to submit an additional two (2) full days for reimbursement on June 30 of each year. Those two (2) days will be paid at the rate of \$750 total. One day may not be returned.

Thus, non-tenured administrators who have four (4) unused accumulated vacation days are entitled to "buy back" one day at its full value. A non-tenured administrator must have six (6) unused accumulated vacation days and may submit the last two for the \$750 payment. Tenured administrators who have eight (8) unused accumulated vacation days are entitled to "buy back" one at its full value. A tenured administrator must have ten (10) unused accumulated vacations days and may submit the last two for the \$750.

## C. Holidays

Administrators shall be afforded the following holidays which will not be charged against vacation time provided they do not interfere with the school calendar:

July 4  
Labor Day  
Columbus Day\*  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Eve Day  
Christmas Day

New Year's Eve Day  
New Year's Day  
Martin Luther King's Birthday\*  
Presidents' Day  
Good Friday  
Memorial Day  
Jewish Holidays

\*if included in the general school calendar

D. Administrators who participate as presenters in the district's staff development program will be reimbursed for presentation time at the following rates:

2011-2014      \$40 per hour for presentations made outside the normal workday

E. Emergency Days

In the event of severe emergency, administrators may be absent from work without use of a personal emergency day, compensatory time, vacation day or deduct day under the following conditions:

1. A declared or suggested emergency by the Governor
2. A decision by the Superintendent or his/her designee

## **ARTICLE VII ADMINISTRATIVE EMPLOYMENT**

- A. Administrators shall be hired at a salary commensurate with their educational credentials, experience, and job title.
- B. Administrators shall be notified in writing of their employment for the coming year no later than May 15.

## **ARTICLE VIII PAYMENT OF SALARY CHECKS**

Administrators employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments on the 15<sup>th</sup> and 30<sup>th</sup>. When a holiday or weekend falls on these dates, the administrators shall receive their checks on the date prior.

**ARTICLE IX  
DEDUCTION FROM SALARY**

Administrators may individually elect to have a designated portion of their monthly salary deducted from their pay checks for placement with the following:

- Existing active and future Board approved Tax Sheltered Annuity Plans
- Teachers' Pension Supplemental Annuity Fund Plan
- Teachers' Pension Group Life Insurance Plan
- Employee Income Protection Plan
- Employee Organization Dues
- Tri-Co Savings Plan
- Teachers' Pension and Annuity Fund Loan Plan

Any change in salary deductions authorized by an administrator shall be reported to the Board office no later than June 1 to affect such changes in salary deductions the following July 1.

Administrators new to the Roxbury School system may enroll in the Tri-Co savings plan in September of their first year.

**ARTICLE X  
TRANSFER AND ASSIGNMENTS**

**A. Voluntary Transfer and Assignment**

1. A vacancy is any administrative position that requires a certified member of the professional staff.
2. A list of administrative vacancies within the school system shall be posted in each building as they occur.
3. Administrators who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent before February 1 of the school year.

**B. Involuntary Transfer**

1. The parties hereto recognize the fact that the Board shall have the right to transfer an administrator to any assignment within the district is a Board decision. When such a transfer is made, consideration will be given to such things as length of service in the position and administrator competency.
2. An involuntary transfer shall not occur without the administrator first having the opportunity to meet and discuss it with the Superintendent provided, however, that an administrator must request such a conference no later than five (5) working days following receipt of the notice of transfer.

**ARTICLE XI  
LEAVE POLICY**

A. Sick Leave

Each administrator shall be entitled to twelve (12) sick leave days per year. After then (10) years of service in the Roxbury School system, administrators will receive fifteen (15) sick days per year. Any unused sick leave days shall be accumulative and available for sick leave, if needed, in subsequent years. Previously accumulated unused sick days will be restored to all administrators returning from a Board approved leave of absence.

B. Temporary Leave of Absence with Pay

Each administrator shall be entitled to six (6) non-cumulative days of leave per year with pay due to personal emergencies which shall include personal legal matters, religious holidays, severe illness in the family, marriage of the employee or a member of the employee's "immediate" family or other personal emergency, provided that prior to taking such leave the administrator shall provide reasons to the Superintendent or his/her designee for such leave.

In addition, three (3) days leave shall be available to attend funeral services for each death in the immediate family or immediate household.

Employees are permitted to transfer a maximum of five (5) unused personal emergency days to their sick leave bank yearly. Unused death in the family days are not eligible for transfer.

A maximum of fifteen (15) days may be accumulated each year.

C. Military Leave

Military leave without pay shall be granted to any administrator who is inducted in any branch of the Armed Forces of the United States for the period of such induction provided that such employee is honorably discharged from military service.

D. Disability/Child Rearing Leave

1. Natural Birth

Pregnancy Disability Leave – Any employee may apply to the Board for a disability leave. Such leave shall be granted in conformance with the following procedures:

- a. Such request shall be submitted in writing to the Superintendent and accompanied by a physician's written confirmation of the anticipated date of disability and the anticipated date of delivery. This confirmation shall be sent to the Board no later than ninety (90) days prior to the anticipated date of delivery.
- b. The employee may use her accumulated sick days and the Board shall grant such use under the same terms and conditions governing leave of absence for other illness or medical disabilities.

- c. The period of disability leave for pregnancy shall be determined by the employee's physician subject to confirmation by the Board's physician, if required.
- d. In addition to the medical certificate of disability referred to in "a" above, all employees shall be required to produce an additional medical certificate within fourteen (14) calendar days following the date of the delivery. This certificate shall state the specific period and termination of the postpartum disability period. In the event that normal conditions do not prevail for postpartum, the employee's physician may submit an additional certificate.
- e. The Board remove any employee from her duties on any one of the following bases:
  - i) Performance – Her work performance has declined because of disability from the time immediately prior to her pregnancy.
  - ii) Physical Incapacity – Her physical condition or capacity is such that her health would be impaired if she were to continue or resume working and which physical incapacity shall be deemed to exist only if:
    - (1) The pregnant employee fails to produce a certification from her physician that she is medically able to continue work following a request by the Board for such certification;
    - (2) The Board's physician and the employee's physician agree that she cannot continue working; or
    - (3) Following any difference of medical opinion between the Board's physician and the employee's physician, the Board requests expert consultation in which case the Morris County Medical Society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working or to remain on disability leave occasioned by pregnancy. The expense of any examination by an impartial third physician under this paragraph shall be paid by the Board.
- f. An employee may return to work immediately following the medically certified disability period upon notice to the Board which must be given at the same time as the initial notice of pregnancy request for disability leave is presented to the Board referred to in section D-1, paragraph "g" below.
- g. In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Board in writing to return to her position prior to the termination of the disability periods for which leave had been requested initially. Such return shall be effective no later than ninety (90) calendar days from the date of application by the employee seeking early return from disability.
- h. The Board shall not maintain or enforce any policy or practice for removal of the tenured or non-tenured employee from her duties based on pregnancy or term of pregnancy but shall consider and treat each employee on an individual basis.

## 2. Adoption

Employees adopting a child may apply to the Board for an unpaid leave to receive custody of the child. Such request shall be submitted in writing to the Superintendent and accompanied by written confirmation of the employee receiving notice of qualification for adoption. Said request shall be submitted within fifteen (15) days of said notification. This leave shall include round trip travel time to receive custody of the child.

## 3. Child Rearing Leave

- a. In the case of the birth or adoption of a child, any tenured employee shall have the right to apply for a leave without pay for child rearing purposes. In cases where both the husband and wife are employees in this school system, only one of said persons may be entitled to such leave at any one time.
- b. A child rearing leave shall be granted to a tenured employee for not more than one (1) full year and the remainder of the school year in which the leave began.
- c. Application for a child rearing leave must be filed at least ninety (90) days before the anticipated birth of the child. Applications shall specify the intended period of leave requested by the employee. Application deadlines may be waived in cases of sudden emergency.
- d. Child rearing leave for employees on pregnancy disability leave shall begin immediately upon the termination of the pregnancy disability as certified by the employee's physician subject to Paragraph "e" above.
- e. Notification by the employee of either (a) intent to return, (b) request for an extension, or (c) shortening of time for a previously approved child rearing leave shall be submitted in writing to the Superintendent no later than March 1.
- f. A child rearing leave may be granted to a non-tenured employee but shall not extend beyond the end of the contract year in which the leave began.
- g. An employee returning from disability and/or child rearing leaves is entitled to all benefits to which employees returning from other leaves would be entitled.

## E. Compensation for Unused Sick Days on Retirement or Resignation

Upon retirement, resignation, or death after eight (8) years of continuous service in the Roxbury School system, the administrator or estate shall receive a lump sum payment for each unused day accumulated in the sick leave bank while employed by the Board before or after the effective date of this agreement as follows:

1. All accumulated days earned while employed in the Roxbury Public Schools shall be reimbursed at \$75 per day.
2. There shall be a cap of \$15,000 on the amount of reimbursement an administrator may receive for unused sick days.

**ARTICLE XII  
PROFESSIONAL IMPROVEMENT POLICIES**

Tuition Payment Policy

The Board agrees to reimburse administrators for graduate level courses which are relevant to the principal area of employment as determined and approved by the Superintendent according to the following scale up to a maximum of \$2,500 per year:

- A = 100% reimbursement of tuition costs
- B = 50% reimbursement of tuition costs
- P = 50% reimbursement for those courses where only a pass or fail grade is available

**ARTICLE XIII  
INSURANCE PROTECTION**

The Board shall provide the health care insurance protection designated below:

A. Contribution towards the cost of health care premiums will be governed by State Law. All members currently enrolled in the "Traditional Plan" (Jane Feret, Donna Sugarman, Audrey Wallock, and Karen Lunardoni) will be enrolled in the "Direct Access Plan" at no cost to the employee for the life of this contract. All other members who want to purchase Direct Access, the cost will be the difference between POS and the level of coverage for Direct Access. Contributions will be paid through payroll deductions in twenty (20) equal payments between September and June whether the individual is a ten (10) or twelve (12) month employee.

1. The POS plan office visit co-pay shall be \$10
2. The prescription drug co-pay for both retail and mail order shall be \$15 for brand name and \$10 for Generic
3. Under our present insurance policy, if an employee is granted a leave of absence without pay, he/she may continue coverage under the health benefits program for a period of three (3) months following the end of the month when his/her name was removed from the payroll. In order to continue this coverage, the employee, by personal check, must pay the employer the TOTAL premiums that are required, which includes the single contract cost plus dependent premiums, if any.

Participating members will be required to pay 50% of the increased payment charged for dental coverage effective 1983/1984 school year. New Jersey Dental Service Plan – Plan 11-B Super composite with Ortho 1 – effective April 1, 1983.

If an employee elects to opt out of medical coverage, the Board of Education shall pay employees the following rates:

Single	\$2,000	Employee/Spouse	\$2,700
Parent/Child	\$2,300	Family	\$3,000

- B. The Board of Education shall provide an annual physical examination by a Board designated physician at no cost to the member.
- C. In order to be eligible for the above insurance, an employee must work twenty-five (25) more hours per week on a regular basis.

**ARTICLE XIV  
SABBATICAL LEAVE**

- A. A sabbatical leave may be granted to administrators for study of value to the school system as determined by the Superintendent with the final approval of the Board. Administrators may apply for a sabbatical leave upon completion of at least seven (7) years of service in the Roxbury Township School System. Request for such leave shall be made before October 1 prior to the year for which such absence is requested. Such application shall be made on a form furnished by the Board and shall be accompanied with a detailed proposal for study or research to be accomplished during the leave. Action on all such requests will be taken no later than February 1 immediately preceding commencement of the school year for which the leave is requested.
- B. An administrator on sabbatical leave of one (1) year shall receive a one-half (1/2) of his/her full salary at the step the administrator would have achieved had the administrator remained in the position. An administrator granted a one-half (1/2) year leave shall receive full salary for the half year at the step the administrator would have attained had the administrator remained in the administrator's position. Salary payments shall be made semi-monthly in accordance with the schedule for the school system. All administrators granted and given sabbatical leaves shall receive full fringe benefits. Administrators shall receive credit on the salary schedule for the sabbatical leave.
- C. No more than one (1) administrator shall be granted sabbatical leave for the same year.
- D. Administrators granted sabbatical leave are expected to return to the Roxbury Township School system for a minimum of three (3) years following the sabbatical leave. If the administrator terminates employment before the end of this three-year period, the administrator must repay to the Board the full amount of the salary received while on sabbatical leave.
- E. Sabbatical leave may be rescinded by the Board in its sole discretion at any time during the year for which such leave is granted when, in the judgment of the Board, the conditions under which such leave was granted have changed. It is agreed that the granting and/or rescinding of sabbatical leave herein shall be within the sole discretion of the Board. Any action taken by the Board in acting on an application for sabbatical leave or rescinding of any sabbatical leave shall not be a matter for grievance.

**ARTICLE XV  
SEVERABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or the Board of Education 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 XVI  
ADMINISTRATOR'S EVALUATION**

- A. Administrators will be evaluated under the Professional Personnel Supervision and Evaluation Policy adopted by the Board. At the end of each school year, an advisory evaluation committee, as selected by the Superintendent, will study the procedure for possible revision.
- B. An administrator shall have the right for good cause after request for an appointment to review the contents of his/her personnel file. This review shall be made in the present of the Superintendent or his/her designee. The administrator shall have the right to submit comments in writing concerning any material and his/her comments shall be attached to the file copy.
- C. The Board agrees to exercise reasonable care to protect the confidentiality of personal references, academic credentials, and other similar documents.

**ARTICLE XVII  
SCHOOL CALENDAR**

Input to the district school calendar shall be solicited from a representative of the Association prior to its being adopted by the Board of Education. The Association shall appoint three (3) members to serve on this committee.

**ARTICLE XVIII  
USE OF AUTOMOBILE**

Any administrator who may be required to use his/her automobile in the performance of duties shall be reimbursed as allowed by the New Jersey and Federal law.

**ARTICLE XIX  
BOARD OF EDUCATION RIGHTS**

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law of the Constitution of the State of New Jersey and of the United States including but without limiting the generality of the foregoing, the right:

- 1. To exercise executive management and administrative control over the school system and its properties and facilities.
- 2. To hire, promote, transfer, retain, and discharge all employees subject to the provisions of the law and subject to the limitations of this Agreement.

3. To establish grade levels and course of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and/or advisable by the Board.
4. To control the means and methods of instruction, the selection of textbooks, and other teaching materials, aids, and equipment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution of the Laws of the State of New Jersey and the Constitution and Laws of the United States.

## **ARTICLE XX SALARIES**

For each year of this contract, the total base salary will increase as indicated on Appendix A.

## **ARTICLE XXI SAVINGS CLAUSE**

Except as this Agreement shall specifically provide, all terms and conditions of employment applicable to administrators which are set forth in the official authorized and current written rules, written regulations, and/or written policies of the Board shall continue to be so applicable during the terms of this agreement.

## **ARTICLE XXII SCOPE OF THE AGREEMENT**

This Agreement represents and incorporates the complete final understanding and settlement of the parties of all bargainable issues which were or could have been the subject of negotiations. Subject to applicable law and the provisions of the "New Jersey Employer/Employee Relations Act", during the terms of the Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLES XXIII DURATION OF AGREEMENT**

This Agreement shall be effective during the period of July 1, 2011 to June 30, 2014.

This Agreement shall not be altered, changed, added to, deleted from or modified except through the voluntary and mutual consent of the parties through means of a written amendment executed by each of the parties hereto.

