

AGREEMENT

BETWEEN

**BOARD OF EDUCATION
OF THE BOROUGH OF ROSELLE IN THE COUNTY OF
UNION**

AND

ROSELLE ADMINISTRATIVE ASSOCIATION

JULY 1, 2012 through JUNE 30, 2015

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THIS AGREEMENT is entered into this _____ day of ~~xxx~~ 2013-2015 by and between the BOARD OF EDUCATION OF THE BOROUGH OF ROSELLE, hereinafter called the "Board", and the ROSELLE ADMINISTRATIVE ASSOCIATION; hereinafter called the "Association".

ARTICLE I
RECOGNITION

A. In accordance with N.J.S.A. 34:13A:1 et seq. the Roselle Board of Education hereby recognizes the Roselle Administrative Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for the following full- time certified personnel employed by the Board:

- Principals
- Vice Principals
- Director of Athletics
- Director of Special Services
- District Supervisors

but excluding all other employees of the Board of Education.

B. Unless otherwise indicated, the terms "administrator" and "employee" when used hereinafter in this Agreement refer only to employees represented by the Association in the negotiating unit as above defined, and references to male administrators and employees shall include female administrators and employees.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with NJSA 34: 13A-1 et. seq. in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. Any Agreement so negotiated shall apply to all employees in the unit, be reduced to writing and, if approved by the Association and the Board, be signed by the Association and the Board.

ARTICLE III

BOARD RIGHTS

~~A. _____ A. _____ The Association agrees that the Board has complete authority over the policies and administration of the school District which it exercises under the provisions of law and in fulfilling its responsibilities under the Agreement, except as specifically modified and altered by this Agreement. Copies of new work rules and regulations shall be furnished to the Association and opportunity to discuss the new work rules and regulations shall be furnished to the Association and opportunity to discuss the new work rules and regulations shall, to the extent practicable, be afforded to the Association before implementing same. Any matter involving the management of governmental operations vested by this Agreement is the sole province of the Board. All past practices of the Board are considered null and void.~~

A. The Board of Education reserves to itself jurisdiction and authority over matters of policy and management functions and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with all applicable laws and regulations,

- 1. To control the executive management and administration of the school system and its properties and facilities;
- 2. To hire, promote, transfer, assign and retain employees in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;
- 3. To relieve employees from duty because of lack of work or for other legitimate reasons;
- 4. To maintain efficiency of the school district operations entrusted to it;

5. To determine the methods, means and personnel by which such operations are to be conducted;

6. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social activities for students, as deemed necessary or advisable by the Board; and

7. To take whatever actions may be necessary to carry out the responsibilities of the school district in situations of emergency.

8. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A of the Laws of the State of New Jersey or any other State Laws or regulations as they pertain to education.

All past practices of the Board are considered null and void.

**ARTICLE IV
GRIEVANCE PROCEDURE**

A. Definitions:

1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of the terms or conditions of this Agreement affecting an employee or a group of employees.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to grievances which may from time to time arise from claimed violations of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential, as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any Administrator having a grievance or complaint to discuss the matter

informally with any appropriate member of the administration and having the grievance or complaint adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its view.

C. Procedure

1. Any employee who has a grievance shall within twenty (20) school days of the occurrence of the act or knowledge of the condition which is the subject of the grievance, discuss it first with his immediate ~~supersupervisor~~ in an attempt to resolve the matter informally at that level.

2. If, following the determination of the ~~supersupervisor~~, the matter is not resolved to the satisfaction of the employee; he/she may set forth his grievance in writing to the Superintendent within five (5) school days of the determination by the ~~supersupervisor~~.

3. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the written grievance from the employee. The Superintendent shall communicate ~~his/her~~ the decision in writing to the employee ~~and~~ to the Association, ~~and to the Principal or other immediate supersupervisor~~.

4. Any grievance not resolved to the satisfaction of the employee ~~or the Association~~ after review by the Superintendent, may at the discretion of the employee ~~or the Association~~ be submitted for a review by the Board of Education. The grievance shall be in writing and shall be submitted within five (5) school days after receipt of the Superintendent's decision.

5. The Board or a committee thereof, shall review the grievance and shall at the option of the Board, hold a hearing with the employee/~~grievant~~ and render a decision in writing and forward copies thereof to the grievant/~~and the Association~~ within thirty (30) calendar days of the receipt of the appeal ~~or~~ if a hearing is granted, within twenty (20) calendar days of the date of the hearing.

6. Notwithstanding any provision of this Agreement, the following shall not be considered grievances under this procedure beyond the level of the Board:

- a) ~~The failure to retain or non-renew a non-tenured employee.~~
- b) Matters where a specific method of review is prescribed by law) or by any rule or regulation of the State Commissioner of Education or the State Board of Education.
- c) The adoption, revision, amendment, or revocation of Board Policies other than those policies or matters affecting terms and conditions of employment, shall be within the sole province of the Board of Education.

Comment [1]: Was in our original proposals. Was marked with a line above the comment, however, since its just a language change, kept it in.

7. Any grievance not resolved to the satisfaction of the employee after review by the Board may, ~~only be submitted for arbitration by the Association at the discretion of the employee, be submitted to arbitration~~ within twenty (20) ~~calendar school days~~ after receipt of the decision of the Board.

- a) Within ten (10) school days after such written notice of submission to arbitration, the Board and the ~~employee-Association~~ shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator ~~or~~ ~~to~~ obtain such ~~44-a~~ commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- b) The arbitrator so selected shall confer with the representatives of the Board and the ~~Association~~ ~~employee~~ and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings ~~or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him.~~ The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision ~~that~~ ~~which deviates from the express written terms and conditions of this Agreement, or in any way adds to, deviates from or~~

~~modifies requires the express written conditions of this Agreement; authorizes the the-commission of an act which is prohibited by law, (including the School laws as embodied in N.J.S.A. 18A) or regulations which is in violation of the terms of this Agreement the arbitrator. The arbitrator shall have no power to add to or subtract from or modify any of the terms of the Agreement nor shall he in any case have power to rule on any issue excepted from this grievance procedure or by any other provision of this Agreement, including any decision made in the discretion of the Board or the Superintendent. The decision of the arbitrator shall be submitted to the Board and the employee and shall be advisory in nature.~~

c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee to Representation:

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous:

1. Pending determination of a grievance or any dispute between employees and the Board, the grievant and all employees shall continue to perform their duties under the direction of the Superintendent until the grievance is finally settled and/or decided.

2. All documents, communication and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties' interest and their designated or selected representatives, heretofore referred to in this Article.

4. In the event a grievance cannot be resolved by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is feasible.

5. Failure by the grievant at any step of this procedure to appeal a grievance to the next step within the time limit specified shall be deemed to be acceptance of the decision rendered at that step and the grievance shall not be processed any further.

ARTICLE V EMPLOYEE RIGHTS

A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Board and Association hereby agree that every employee in the unit shall have the right freely to organize, join and support the Association and its affiliates, or refuse to do so for the purpose of engaging in collective negotiations. The Board and the Association agree that they shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership or lack thereof in the Association and its affiliates, his participation, or lack thereof in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or lack thereof with respect to any terms and conditions of employment.

B. No employee shall be disciplined, reprimanded, reduced in rank or compensation [or deprived of any professional advantage] without stating the reasons therefor. Only such action involving solely discipline or reduction in compensation shall be subject to the grievance procedure herein set forth, ~~without stating the reasons therefor. Only such action involving solely discipline or reduction in compensation shall be subject to the grievance procedure herein set forth for review as to just cause for such action.~~

C. Whenever any employee is required to appear before the Board or any committee or member representative thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be ~~given prior~~ five (5) days prior written notice (when feasible) of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association and/ or counsel present to advise him and represent him during such meeting or interview.

D. Anyone requesting to see an employee's personnel file shall be required to affix his/her signature and date of review to the front of said file.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association in response to reasonable requests from time to time all public information concerning the financial resources of the District.

B. The Association and its representatives may request the use of school buildings at reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings.

ARTICLE VII

USE OF AUTOMOBILES

A. ~~Administrators shall receive the PREVAILING New Jersey rate per mile, in consideration of using personal automobiles in Board business when required. Said rate shall be adjusted, if necessary as of January 1 when preceding the start of the school year. All travel reimbursement must be approved by the requirements of the New Jersey Accountability Regulations to substantiate travel and will be reimbursed at the appropriate OMB rate.~~

ARTICLE VII SICK LEAVE

A. All employees shall be allowed sick leave with full pay for fifteen (15) school days in any school year. Sick leave may only be taken for your own illness. Any unused sick leave days of the first twelve (12) sick days may be accumulated to be used for additional sick leave as needed in subsequent years.

B. Any employee who has exhausted his or her accumulated sick leave may apply to the Board of Education for additional sick leave in accordance with state law, based on his or her salary, less the cost of a substitute's per diem, for each day of leave in accordance with state law.

C. In any case of sick leave, the Board may require that the employee produce a physician's certificate to be filed with Superintendent. This includes sick leave caused by illness, injury or quarantine. The exercise of the foregoing shall be on a reasonable, equitable and non-discriminatory basis.

D. Up to an additional three (3) illness days may be used for ~~Up to three (3) days of the sick leave referred to in this Article may be used absences caused by~~ for family illness; these three (3) days to come from the first twelve (12). Family illness is defined as an illness suffered by a member of the employee's in the immediate family, which is defined as spouse, civil union partner, domestic partner, children, father, mother, parents-in-law, and any other member of the immediate household,

E. When absences exceeds the annual and/or accumulated sick leave entitlement, the Board shall ~~a deduction will be made on the basis of a day's salary for each sick day that is not otherwise authorized.~~ A day's salary is defined at 1/200th of the annual salary for a ten-month employee, 1/210th of the annual salary for a ten and one-half 1/2 month employee and 1/2650th of the annual salary for a twelve month employee,

F. When an absence is found to be contrary to the provisions of the leave policy, the deduction of pay shall be based on the formula above. Three (3) days' absence without notification of the school authorities constitutes a breach of contract Any person so charged with breach of contract shall have the right to show evidence of a lack of ability to notify proper authorities. Such evidence, if substantiated, may result in the waiver of the breach of contract and reinstatement immediately ~~or as soon as is convenient~~ at the next Board meeting. In the event such absence is caused by illness as defined above, annual and accumulated sick leave may be credited towards such absence, if available.

G. Upon retirement, an administrator will be entitled to sell back his/her sick days at the following rate: one (1) day for every four (4) days accumulated at the employee's applicable per diem rate, to a maximum of \$15,000.

ARTICLE IX

TEMPORARY LEAVE OF ABSENCE

A. The Board will approve temporary leaves of absence with pay under the following circumstances:

1. Three (3) days per year may be utilized for personal business, provided notification is made to the Superintendent at least two (2) days in advance, except in cases of emergency. In the event the day requested is contiguous to a holiday, weekend, vacation day or other recess period the Superintendent may require a valid reason, in writing for his approval or rejection. Unused personal days will be credited towards accumulated sick days.

2. For a death in the immediate family during the individual's work year, up to five (5) school days will be granted as leave with pay. Immediate family is defined as mother, father, sister, brother, children, son-in-law, daughter-in-law, spouse, grandparents, and parents-in-law. Up to three (3) school days will be granted as leave with pay in the case of a death during the individual's work year of brother-in-law, sister-in-law, grandchildren or any other member of the immediate household. These aforementioned days shall be used consecutively within the school year except in extenuating circumstances. In such case, a written request stating the reasons for the extenuating circumstances must be submitted by the employee to the Superintendent for approval.

3. Other leaves of absence with pay may be granted by the Board for good reason, including legal proceedings.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which, the employee is entitled.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

A. The Board will approve extended leaves of absence without pay under the following circumstances:

1. Military Leave:

Except where payment is required by law, military leaves required by involuntary assignments due to duty with the Armed Forces, including National Guard and Reserve units, during the school year will be granted, providing other arrangements cannot be made for such temporary service during school vacation.

2. Family Medical Leave/New Jersey Family Leave

The Board shall comply with the requirements of the Family Medical Leave Act and the New Jersey Family Leave Act. The Board's policy of requiring an employee to apply all accrued unused time to any FMLA and/or NJFLA leave.

Any leave which qualify under FMLA and NJFLA leaves shall run concurrently with other time off provisions (such as sick leave).

B. Maternity leave without pay:

1. Maternity leave without pay shall commence on the date requested by the employee. The Board may, however, remove an employee from her duties during pregnancy if she is unable to produce a certificate from her physician stating that she is medically able to continue her duties. The employee shall produce such a certificate every month after the seventh month.

2. It is the intent of both parties that an employee shall return to her normal duties as soon as she is physically able after the termination of her pregnancy. Unless the treating physician certifies that she is medically unable to perform her duties, she shall promptly notify the Board of her intention to return to her normal duties within thirty (30) days after termination of pregnancy or she shall: request a Child Rearing Leave as provided hereinafter.

C. Child Rearing Leave With Out Pay

1. In addition to Maternity Leave; upon a non-tenure employee's request, the Board shall grant Child Rearing Leave for a term that extends from birth to the end of the employee's contract year.

2. In addition to Maternity Leave, upon a tenure employee's request, the board shall grant child rearing leave for a term that extends from birth to the end of the school year in which the birth occurs.

3. In any event, if the employee on Child Rearing Leave requests that the leave terminate prior to the end of a school year, she shall notify the Board at least ninety (90) days prior to the desired termination date and the Board, at its discretion, may allow the termination of the leave at the time requested by the employee or the Board may refuse such a request

4. Any employee who receives de facto custody of an infant in an adoption proceeding shall receive child rearing leave which shall commence

upon the receipt of custody of the infant Such leave shall be in accordance with the provisions of Paragraph C above.

D. Other leaves of absence without pay of non-emergent nature may be granted by the Board for good reason upon (10) days notice to the Board for their consideration.

E. All extensions or renewals of leaves shall be applied for in writing and at least ten (10) days before a regular Board meeting and answered within five (5) days of the Board meeting following the receipt of the request.

ARTICLE XI

SABBATICAL LEAVES

The provisions of this Article shall be held in abeyance and not applied to any employee during the duration of the successor agreement.

Comment [2]: Was listed as "Hold" in our original proposal - not sure if every actually agreed to.

A. A sabbatical leave shall be granted to an employee by the Board for study, including study in another area of specialization, or for other reasons of value to the school system, subject to the following conditions:

1. Request for sabbatical leave must be in writing in such form as may be mutually agreed on by the Association and the Superintendent no later than February 1, and action must be taken on all such requests no later than April 30, of the school year preceding the school year for which the sabbatical leave is requested.

2. Sabbatical Leave for Study: Employees holding a certificate who have served satisfactorily for a period of at least seven (7) years may be granted, with compensation a leave of absence for study for a minimum period of six (6) months and a maximum period not exceeding one (1) year, Such salary shall be one-half of the scheduled salary which the employee would have received had such leave not been granted. The grantee of such leave shall be required to

contract to serve the system for three (3) years after the expiration or termination of the Sabbatical Leave and shall be paid the scheduled salary that he would have received had he not had a Sabbatical Leave. This salary placement, however, is to be granted only after a statement of the work pursued by the grantee at college has been submitted to and approved by the Superintendent of Schools. The following activities will be considered appropriate:

- a) Formal Graduate Study: A minimum of 16 points or credits per semester in the individual's own ~~field~~ field of work ~~or~~ of closely related field.
- b) Writing a Doctoral Thesis.
- c) Other activities as determined and approved by the Superintendent.

3. Consideration of sabbatical leave requests and actions in connection thereof shall not be subject to the grievance procedure beyond the Board level.

ARTICLE XII

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. In the event of any disorder or disruption in the regular school program, the Association may request to meet with the Board and/ or Administrators immediately to develop mutually acceptable programs to guarantee the safety of students, Board employees, and property,

B. 1. The Board shall give full support, including limited legal and other assistance for any unprovoked assault upon the employee while on school property or engaged in authorized school business,

2. When absence arises out of or from such assault, the employee shall be entitled to full salary and benefits as provided by law (N.J.S.A. 18A:30-2.1) for a period of such absence but shall not forfeit any sick leave or personal leave.

3. The Board shall reimburse any employee for the reasonable cost of medical, surgical or hospital services incurred as the result of any injury

sustained as the direct result of an unprovoked assault by a student while in the course of his employment, and provided such costs exceed the coverage afforded by any plan of insurance offered by the Board to its employees, including hospital, surgical and medical insurance. Should such a situation exist, the Board shall notified immediately by said employee and said employee shall refrain from entering any course of treatment, except in an emergency without Board approval, Payments to be made under this Paragraph shall not take effect until it is shown to the Board's satisfaction that recovery cannot be made by the employee injured, from the student causing the assault.

- C. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate superior.
2. Such notification shall be immediately forwarded to the Superintendent who may comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and may act in appropriate ways as liaison between the employee, the police, and the courts.

ARTICLE XIII INSURANCE PROTECTION

- A. A. The Board will provide individual and full family health-care insurance coverage for all employees of the Board. Pursuant to P.L. 2011, c. 78, employees shall contribute towards the cost of the premium for all health insurance plans.
- A-B. Effective July 1, 2015, the parties agree that all employee healthcare contributions shall be frozen at the dollar amount then being contributed by each employee under the Chapter 78 Tier IV contribution calculation then in effect. The July 1, 2015 percentage(s) will remain in effect until a time at which the premium contribution is renegotiated or change via statute or law.

B. The Board shall request the carrier to provide to each employee a description of the health-care insurance coverage provided under this Article, no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverage as listed above.

C. The health-care insurance referred to in this Article shall be available to all employees where applicable who are represented by the Association, except employees on leave of absence without pay. All eligibility for insurance shall be in accordance with the terms of the policies issued and responsibility of the Board shall be no greater than the terms of such policies of insurance, as issued or applied. During the term of this Agreement, the Board shall not reduce the level of insurance coverage for employees and their dependents without first negotiating same with the Association.

D. The Board may substitute other insurance carriers after consultation with the Association as long as the insurance coverage is equivalent to or better than that provided by the Board.

E. In accordance with law, the Board shall offer employees a variety of medical plans from which to choose. Effective July 1, 2013, the Board shall no longer offer a Traditional medical plan.

F. Upon a showing of proof of medical insurance from another source, the Board shall offer employees who have waived their health benefits, a sum equal to twenty percent (20%) of the premium for the year in which it is waived. Payments for the waiver shall be paid in equal parts on or about December 1st and June 1st for the year waived.

Effective January 1, 2016, the waiver payment amount shall be 25% or \$5,000 of the amount saved by the Board of Education, whichever is less (paid on a prorated basis from the time of the opt-out).

G. The Board's contribution towards a dental plan for the life of this Contract shall not exceed a premium of \$780.00 per employee per annum as may be adjusted for subsequent premium increase. [The premium shall be used to provide for a family dental plan.]

H. The Board agrees to provide each employee with a drug prescription plan.

I. Each administrator employee shall receive a benefit of \$500.00 for the duration of this Agreement, ~~2012-2015~~, (not annually) for an eye examination and eyeglasses. The Board upon valid receipt would reimburse this benefit for the employee only.

ARTICLE XIV DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its employees dues for the Administrative Association. Such deductions shall be made in compliance with Chapter 23, Public Laws of 1969 (N.J.S.A. 52:14-15.9 (e)), or any Amendments thereto, and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Roselle Administrative Association and to its affiliated county, state and national organizations by the 15th of each month following the monthly pay period in which deductions were made.

B. The Board shall make available to interested employees, a tax-sheltered Annuity Plan which provides the Federal Income Tax treatment prescribed by Section 403(b) of the U. S. Internal Revenue Code of 1954 as amended by Public Law 87-370. Said plan shall be designated by the Association and shall be consistent with the controlling New Jersey statutes.

ARTICLE XV MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law) but all other provisions or applications shall continue in full force and effect.

B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement, If an individual contract contains any language inconsistent with this agreement, this Agreement, during its duration, shall be controlling.

C. Whenever any notice is required to be given by either of the parties to the other, pursuant to the provisions of this Agreement, either party shall do so by registered letter at the following addresses:

1. If by the Association, to the Board at:
710 Locust Street, Roselle, New Jersey 07203
2. If by the Board, to the Association at:
Current President's home address.

D. The negotiated Agreement between the Board and the Association will be reproduced and distributed at Board expense.

E. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or have been the subject of these negotiations. During the term of this 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.

F. In the event of an emergency, employees shall do all things and perform all such duties as may be required of them by the Board or any of its agents, notwithstanding anything in this Article or elsewhere in this Agreement to the contrary.

G. No lockout of employees shall be instituted by the Board during the term of this Agreement neither it nor its officers, employees or members will

engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycott sanctions; slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of or interference with the normal work of the Board. In the event that Association members participate in such activities in violation of this provision the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities or refusing to perform duties may be disciplined by the Board.

H. In the event of the disability, death, or absence of the Superintendent of Schools or Assistant Superintendent and the appointment of a member of the Association as Acting Superintendent or Acting Assistant Superintendent or Assistant Superintendent, the person appointed shall automatically cease being a member of the Association for the time he is Acting Superintendent or Superintendent or Acting Assistant Superintendent or Assistant Superintendent. The intent of the parties is that the Superintendent or Assistant Superintendent, or person so acting, shall not be a member of the Association during the period of acting as the Superintendent or Assistant Superintendent.

I. Evaluations shall be conducted in accordance with AchieveNJ and the DEAC guidelines.

J. Copies of this Agreement shall be distributed to Association members within sixty (60) days of ratification.

ARTICLE XVI

WORK YEAR

A. The High School Principal, ~~three (3)~~ High School Vice-Principals, Directors, and District Supervisors shall work a twelve (12) month work year.

B. All Junior High School, Middle School, and Elementary School Principals, ~~one (1)~~ Middle School Vice-Principal, and ~~one (1)~~ Junior High School Vice-Principal shall work a 10 1/2 month work year.

C. The 10 1/2 month work year shall commence September 1 through June 30th of each year and two (2) additional weeks during July and August.

ARTICLE XVII COMPENSATION

A. All salary increases are retroactive to July 1, 2012.

B. ~~Salaries shall be paid in accordance with Schedule "A".~~ Salary increases over the course of the contract will be as follows:

1) Effective July 1, 2012, the base salaries of the Association shall be increased by 1.0%.

2) Effective July 1, 2013, the base salaries of the Association shall be increased by 3.0%.

3) Effective July 1, 2014, the base salaries of the Association shall be increased by 2.5%.

4) Effective July 1, 2015, the base salaries of the Association shall be increased by 2.5%

5) Effective July 1, 2016, the base salaries of the Association shall be increased by 2.5%.

C). All the above increases are inclusive of increment and retroactive to the dates reference above, when applicable.

D. Salary guides are to be mutually developed by both parties.

ARTICLE XVIII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees to pay the full cost of tuition, books and fees in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which an administrator is required to take or participate in by the Board of Education.

B. Work Hours and Conventions: Attendance at workshops and conventions other than those above, shall, as heretofore, be approved or disapproved in the sole discretion of the Board. Reimbursement to administrators shall be up to the amount budgeted, as documented on appropriate vouchers.

C. The Board agrees to pay the cost of tuition at the New Jersey State College resident rate for up to twelve (12) credits per year in accordance with the following:

1. That courses are in a matriculated Doctorate or other degree program which is relevant to employees assignment; or
2. That reimbursement for tuition will start at the beginning of the third year of employment ~~except for those employees employed prior to July 1, 1988;~~
or
3. That the Board shall cap tuition reimbursement at \$25,000 per year for the life of this contract; or
4. The course work must receive prior approval from the Superintendent of Schools. A grade of "B" or better must be attained in order to qualify for such reimbursement. Course work approved and taken for which traditional grades are not given shall be evaluated to the extent practicable on the same basis. Payment will be made when transcripts of completed course work are presented to the Superintendent of Schools.

ARTICLE XIX
VACATIONS

A. All Administrators under twelve (12) month contracts after employment of one (1) full year shall be entitled to a vacation period not to exceed a total of twenty-three (23) working days [Saturdays, Sundays and Legal Holidays excluded]. Administrators employed for less than a full year shall be entitled to a pro-rated share of the entitlement.

B. Any accrued vacation days must be taken by July and August of the school year next following their accrual except in cases where prior approval by the Superintendent and Board is granted.

ARTICLE XX
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2012 and shall continue in effect until June 30, 2017~~5~~ and subject to the Association's right to negotiate over a successor Agreement as provided in Article II.

B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof, the parties have caused their respective signatures to be affixed this _____ day of _____, 201~~6~~5.

For the Board:

For the Association:

President

President

Board Secretary

Date

Date

ORIGINAL