

Contract no. 1551

UNIVERSITY OF  
MICHIGAN  
MORRIS HILLS  
UNIVERSITY

ADMINISTRATIVE

AN AGREEMENT

BETWEEN

THE MORRIS HILLS REGIONAL DISTRICT  
BOARD OF EDUCATION

AND

THE MORRIS HILLS REGIONAL DISTRICT  
ADMINISTRATIVE ASSOCIATION

JULY 1, 1989 THROUGH JUNE 30, 1992

TABLE OF CONTENTS

I	UNIT MEMBERSHIP.....	1
II	NEGOTIATION OF SUCCESSOR AGREEMENT.....	2
III	GRIEVANCE PROCEDURE.....	3- 4
IV	ADMINISTRATOR'S RIGHTS.....	5
V	SICK LEAVE.....	6
VI	LEAVES OF ABSENCE.....	7
VII	SABBATICAL LEAVE.....	8
VIII	CONVENTIONS, CONFERENCES, WORKSHOPS.....	9
IX	PROFESSIONAL DEVELOPMENT.....	10
X	DEDUCTIONS FROM SALARIES.....	11
XI	INSURANCE BENEFITS.....	12
XII	RETIREMENT ALLOWANCE.....	13
XIII	VACATION.....	14
XIV	BOARD RIGHTS.....	15
	SALARY GUIDES.....	16
XVI	DURATION OF AGREEMENT.....	17

## ARTICLE I

### A. UNIT MEMBERSHIP

IN ACCORDANCE WITH CHAPTER 123, PUBLIC LAWS OF 1974, THE BOARD OF EDUCATION OF THE MORRIS HILLS REGIONAL DISTRICT, HEREINAFTER REFERRED TO AS THE "BOARD" HEREBY RECOGNIZES THE MORRIS HILLS REGIONAL DISTRICT ADMINISTRATION ASSOCIATION, HEREINAFTER REFERRED TO AS THE "ASSOCIATION", AS THE EXCLUSIVE AND SOLE REPRESENTATIVE FOR THE COLLECTIVE NEGOTIATION.

THE FOLLOWING FULL TIME POSITIONS ARE RECOGNIZED AS MEMBERS OF THE ASSOCIATION:

PRINCIPALS  
ASSISTANT PRINCIPALS  
DISTRICT DIRECTOR OF PUPIL PERSONNEL SERVICES  
DIRECTOR OF GUIDANCE  
DISTRICT DIRECTOR OF INTERSCHOLASTIC SPORTS  
COORDINATOR OF TRANSPORTATION  
SUPERVISOR OF BUILDING AND GROUNDS  
LOCAL AREA VOCATIONAL/TECHNICAL SCHOOL DIRECTOR  
DISTRICT DIRECTOR OF INSTRUCTIONAL SERVICES  
DISTRICT DIRECTOR OF EDUCATIONAL AND ADMINISTRATIVE SERVICES

EXCLUDED ARE ALL OTHER ADMINISTRATIVE POSTIONS.

### B. DEFINITION

UNLESS OTHERWISE INDICATED, THE TERM "ADMINISTRATOR" WHEN USED HEREINAFTER IN THIS AGREEMENT, SHALL REFER TO ALL EMPLOYEES REPRESENTED BY THE ASSOCIATION IN THE NEGOTIATING UNIT AS ABOVE DEFINED, AND REFERENCES TO MALE ADMINISTRATORS SHALL INCLUDE FEMALE ADMINISTRATORS.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. THE PARTIES AGREE TO ENTER INTO COLLECTIVE NEGOTIATIONS OVER A SUCCESSOR AGREEMENT IN ACCORDANCE WITH CHAPTER 123 PUBLIC LAWS 1974 A GOOD FAITH EFFORT TO REACH AGREEMENT ON ALL MATTERS CONCERNING THE TERMS AND CONDITIONS OF ADMINISTRATOR'S EMPLOYMENT. SUCH NEGOTIATIONS SHALL BEGIN NOT LATER THAN NOVEMBER 1 OF THE CALENDAR YEAR PRECEDING THE CALENDAR YEAR IN WHICH THIS AGREEMENT EXPIRES OR NOT LATER THAN AS REQUIRED BY STATUTE. ANY AGREEMENT SO NEGOTIATED SHALL APPLY TO ALL ADMINISTRATORS REPRESENTED BY THE ASSOCIATION, AND BE ADOPTED BY THE BOARD AND THE ASSOCIATION.
- B. DURING THE NEGOTIATIONS, THE BOARD AND ASSOCIATION SHALL EXCHANGE POINTS OF VIEW AND MAKE PROPOSALS AND COUNTER-PROPOSALS.
- C. 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.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. A "GRIEVANCE" IS A CLAIM BY AN EMPLOYEE OR THE ASSOCIATION BASED UPON THE APPLICATION, INTERPRETATION, OR VIOLATION OF THIS AGREEMENT AND ANY ARTICLE OR SECTION THEREIN.
2. A "GRIEVANT" 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

THE PURPOSE OF THIS PROCEDURE IS TO SECURE, AT THE LOWEST POSSIBLE LEVEL, EQUITABLE SOLUTIONS TO THE PROBLEMS WHICH MAY, FROM TIME TO TIME, ARISE AFFECTING THE ADMINISTRATOR. BOTH PARTIES AGREE THAT THESE PROCEDURES WILL BE KEPT INFORMAL ON ALL LEVELS OF THE PROCEDURE.

#### C. PROCEDURE

1. SINCE IT IS IMPORTANT THAT GRIEVANCES BE PROCESSED AS RAPIDLY AS POSSIBLE, THE NUMBER OF DAYS INDICATED AT EACH LEVEL SHOULD BE CONSIDERED AS A MAXIMUM AND EVERY EFFORT SHOULD BE MADE TO EXPEDITE THE PROCESS. THE TIME LIMITS SPECIFIED AT ANY LEVEL MAY BE EXTENDED BY MUTUAL AGREEMENT.
2. IN THE EVENT A GRIEVANCE IS FILED AT SUCH TIME THAT IT CANNOT BE PROCESSED THROUGH ALL THE STEPS IN THIS GRIEVANCE PROCEDURE BY THE END OF THE SCHOOL YEAR AND, IF LEFT UNRESOLVED UNTIL THE BEGINNING OF THE FOLLOWING SCHOOL YEAR, COULD RESULT IN IRREPARABLE HARM TO A PARTY IN INTEREST, 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 A MUTUALLY DETERMINED TIME THEREAFTER.
3. THE GRIEVANCE TO BE CONSIDERED UNDER THIS PROCEDURE MUST BE INITIATED BY THE GRIEVANT WITHIN THIRTY (30) CALENDAR DAYS OF THE ALLEGED OCCURRENCE.

ARTICLE III (continued)

C. 4. STEP ONE

AN ADMINISTRATOR WHO FEELS HE/SHE HAS A GRIEVANCE MUST FIRST DISCUSS IT ON AN INFORMAL BASIS WITH HIS/HER IMMEDIATE SUPERIOR.

5. STEP TWO

IF THE GRIEVANT IS NOT SATISFIED WITH THE RESULTS AT STEP ONE, OR IF NO DECISION HAS BEEN RENDERED WITHIN TEN (10) SCHOOL DAYS AFTER PRESENTATION OF THE GRIEVANCE, HE/SHE MUST SUBMIT HIS/HER GRIEVANCE, EITHER DIRECTLY OR THROUGH THE ASSOCIATION REPRESENTATIVE TO HIS/HER IMMEDIATE SUPERIOR, IN WRITING, USING THE PRESCRIBED FORM, WITHIN FIVE (5) SCHOOL DAYS FOLLOWING THE DISPOSITION AT STEP ONE.

6. STEP THREE

IF THE GRIEVANT IS NOT SATISFIED WITH THE DISPOSITION OF HIS GRIEVANCE AT STEP TWO, OR IF NO DECISION HAS BEEN RENDERED WITHIN TEN (10) SCHOOL DAYS AFTER THE GRIEVANCE WAS DELIVERED TO AND RECEIVED BY THE SUPERIOR, THE GRIEVANT SHALL, WITHIN FIVE (5) SCHOOL DAYS, INFORM THE ASSOCIATION, IN WRITING, OF THE STATUS OF THE GRIEVANCE. WITHIN FIVE (5) SCHOOL DAYS AFTER THE ASSOCIATION HAS BEEN INFORMED, THE GRIEVANT MAY SUBMIT THE GRIEVANCE TO THE SUPERINTENDENT.

7. STEP FOUR

IF THE PROBLEM IS NOT RESOLVED WITHIN FIFTEEN (15) SCHOOL DAYS AFTER THE GRIEVANCE WAS RECEIVED BY THE SUPERINTENDENT, THE GRIEVANT MAY WITHIN FIFTEEN (15) SCHOOL DAYS AFTER RECEIPT OF THE SUPERINTENDENT'S DECISION, SUBMIT A WRITTEN APPEAL THROUGH THE SUPERINTENDENT TO THE BOARD OF EDUCATION WITH A HEARING OPTION AT THE BOARD LEVEL. THE BOARD MUST RENDER A DECISION, IN WRITING, WITHIN THIRTY (30) CALENDAR DAYS OF THE RECEIPT OF THE APPEAL.

ARTICLE IV

ADMINISTRATOR'S RIGHTS

- A. EVERY ADMINISTRATOR SHALL HAVE THE RIGHT AND OBLIGATION TO PURSUE HIS/HER DUTIES IN ACCORDANCE WITH A WRITTEN DESCRIPTION OF THE REGULATIONS GOVERNING HIS/HER ROLE, POWERS AND DUTIES ADOPTED BY THE BOARD.
- B. EVERY ADMINISTRATOR SHALL HAVE HIS/HER OVERALL PERFORMANCE EVALUATED EACH YEAR BY THE SUPERINTENDENT OR THE SUPERINTENDENT'S DELEGATED REPRESENTATIVE.

ARTICLE V  
SICK LEAVE

A. DEFINITION

ABSENCE FROM DUTY DUE TO ILLNESS, INJURY, OR EXCLUSION  
BECAUSE OF A CONTAGIOUS DISEASE.

B. NUMBER

TWELVE (12) DAYS PER YEAR FOR TWELVE-MONTH EMPLOYEES SHALL BE  
GRANTED PER YEAR.

C. ACCUMULATIVE SICK LEAVE

UNUSED SICK DAY LEAVE AT THE END OF THE YEAR (JUNE 30)  
SHALL BE ADDED TO THE NEXT YEAR.

D. THE SICK DAYS ENTITLEMENT DURING THE FIRST YEAR OF EMPLOYMENT  
IN THE DISTRICT AS AN ADMINISTRATOR OR SUPERVISOR, IS TO BE  
DETERMINED BY THE NUMBER OF MONTHS WORKED DURING THE SCHOOL  
YEAR.



ARTICLE VI

LEAVES OF ABSENCE

A. PERSONAL LEAVE

THREE (3) DAYS PER YEAR, WITHOUT REASON, AS APPROVED BY THE SUPERINTENDENT. UNUSED PERSONAL DAYS AS OF JUNE 30 SHALL BE ADDED TO THE NUMBER OF ACCUMULATED SICK LEAVE DAYS.

B. BEREAVEMENT LEAVE

A MAXIMUM OF THREE (3) DAYS PER BEREAVEMENT FOR THE DEATH OF A SPOUSE OR NEAR RELATIVE (PARENTS, CHILDREN, BROTHERS, SISTERS, UNCLE, AUNT AND GRANDPARENTS OF EMPLOYEE OR SPOUSE), OR ONE (1) DAY FOR DEATH OF OTHER RELATIVES. AN ADDITIONAL TWO (2) DAYS MAY BE GRANTED FOR POSTMORTEM ARRANGEMENTS WHEN THE RESPONSIBILITY FALLS UPON THE ADMINISTRATOR.

ARTICLE VII

SABBATICAL LEAVE

- A. SABBATICAL LEAVES OF ABSENCE MAY BE GRANTED FOR PROFESSIONAL IMPROVEMENT UPON RECOMMENDATION OF THE SUPERINTENDENT AND APPROVAL OF THE BOARD OF EDUCATION FOR REASONS OF VALUE WHICH, IN THE BOARD'S DISCRETION, SHALL RENDER A BENEFIT TO THE SCHOOL DISTRICT, SUBJECT TO THE FOLLOWING CONDITIONS:
1. AN APPLICATION MUST BE SUBMITTED TO THE SUPERINTENDENT BY MARCH 1 FOR THE NEXT SUCCEEDING JULY 1 OR SEPTEMBER 1, WHICHEVER IS APPLICABLE.
  2. APPLICANTS MUST HAVE HELD AN ADMINISTRATIVE POSITION IN THE MORRIS HILLS REGIONAL DISTRICT FOR SEVEN (7) CONTINUOUS YEARS.
  3. LEAVE SHALL BE FOR FULL YEAR AT HALF (1/2) PAY.
  4. ANY ADMINISTRATOR GRANTED A SABBATICAL LEAVE MUST AGREE TO RETURN TO WORK IN THE DISTRICT FOR TWO (2) FULL YEARS FOLLOWING THE SABBATICAL LEAVE. PRIOR TO TAKING SAID LEAVE, THE ADMINISTRATOR MUST SIGN A PROMISSORY NOTE IN THE AMOUNT RECEIVED FROM THE BOARD DURING THE SABBATICAL LEAVE, SAID AMOUNT TO BE PAID IF THE TWO (2) YEAR REQUIREMENT IS NOT FULFILLED.
  5. PRIOR TO COMMENCING SAID LEAVE, THE ADMINISTRATOR SHALL SIGN A CONTRACT FOR THE FULL AMOUNT OF THE STIPEND RECEIVED FROM THE BOARD DURING THE SABBATICAL LEAVE. THE FULL SUM OF THE STIPEND SHALL BE REPAID TO THE BOARD IF THE TWO-YEAR REQUIREMENT IS NOT FULFILLED.
  6. IT IS EXPRESSLY UNDERSTOOD THAT THE BOARD HAS THE SOLE AUTHORITY TO GRANT A SABBATICAL LEAVE. NO MORE THAN ONE (1) ADMINISTRATOR FROM THE MORRIS HILLS REGIONAL DISTRICT MAY BE GRANTED A SABBATICAL LEAVE IN ONE (1) SCHOOL YEAR.

ARTICLE VIII

CONVENTIONS, CONFERENCES, WORKSHOPS

ADMINISTRATORS MAY ATTEND CONVENTIONS, CONFERENCES, WORKSHOPS AND OTHER PROFESSIONAL ACTIVITIES WITH REASONABLE EXPENSES AND AT NO LOSS OF PAY WITH THE PRIOR APPROVAL OF THE SUPERINTENDENT.

ARTICLE IX

PROFESSIONAL DEVELOPMENT

REIMBURSEMENT FOR THE COST OF TUITION FOR COURSE WILL BE GRANTED WITH THE FOLLOWING CONDITIONS.

1. COURSES FOR WHICH TUITION REIMBURSEMENT IS BEING SOUGHT SHALL HAVE THE PRIOR APPROVAL OF THE SUPERINTENDENT.
2. A "B", OR BETTER, GRADE MUST BE RECEIVED IN THE COURSE IN ORDER TO RECEIVE TUITION REIMBURSEMENT. PASS/FAIL COURSES MUST RECEIVE A FINAL GRADE OF "PASS".
3. PER CREDIT ALLOCATION FOR THE DURATION OF THIS AGREEMENT SHALL NOT EXCEED **\$140 PER CREDIT** PLUS APPROVED RECEIPTED FEES.
4. COURSES FOR WHICH TUITION REIMBURSEMENT IS BEING SOUGHT SHALL BE IN THE SUBJECT AREA TO WHICH THE ADMINISTRATOR IS ASSIGNED OR BE IN AREAS OF VALUE TO THE DISTRICT. COURSE SELECTION AND COURSE APPROVAL REQUIRE THE PRIOR APPROVAL OF THE SUPERINTENDENT.

ADMINISTRATIVE SALARY GUIDES

1989-90

<u>STEP</u>	<u>TRANSPORTATION BLDG. &amp; GRNDS.</u>	<u>DIRECTOR OF GUIDANCE</u>	<u>ASSISTANT PRINCIPAL ATHLETIC DIRECTOR</u>	<u>DISTRICT DIRECTORS</u>	<u>PRINCIPAL</u>
1	36,200	49,000 JD	53,000 JS,KF,AN,BR	57,500	62,000
2	37,800 MD	51,000 GF	56,000 BS, BW	60,750 RK, TH	65,500 BS
3	39,400	53,000	59,000	64,000	69,000
4	41,000 EP	55,000	62,000	67,250	72,500
5	42,600	57,000	65,000 GH	70,500 DR	76,000 GS

1990-91

1	38,300	52,500	56,500	61,250	66,000
2	39,900	54,500 JD	59,750 JS,KF,AN,BR	64,500	69,500
3	41,500 MD	56,500 GF	63,000 BS,BW	67,750 RK, TH	73,000 BS
4	43,100	58,500	66,250	71,000	76,500
5	44,700 EP	60,500	69,500 GH	74,250 DR	80,000 GS

1991-92

1	40,600	55,500	60,000	65,000	70,000
2	42,200	57,500	63,250	68,250	73,500
3	43,800	59,500 JD	66,500 JS,KF,AN,BR	71,500	77,000
4	45,400 MD	61,500 GF	69,750 BS, BW	74,750 RK, TH	80,500 BS
5	47,000 EP	63,500	73,000 GH	78,000 DR	84,000 GS

ARTICLE X

DEDUCTIONS FROM SALARIES

THE FOLLOWING DEDUCTIONS FROM SALARY WILL BE MADE AT THE REQUEST OF THE ADMINISTRATOR EACH YEAR. APPLICATION CAN BE MADE ON A MONTHLY BASIS.

1. NJPSA DUES
2. WASHINGTON NATIONAL INSURANCE
3. TRI-COUNTY FEDERAL CREDIT UNION
4. TAX-SHELTERED ANNUITY PLANS
5. U.S. SAVINGS BONDS
6. PENSION LOANS
7. ANY OTHER PROGRAM AGREED TO BETWEEN THE BOARD AND THE ADMINISTRATORS.
8. ADMINISTRATIVE ASSOCIATION DUES.

ARTICLE XI

BENEFITS

- A. THE BOARD OF EDUCATION SHALL PROVIDE INSURANCE COVERAGE WHICH SHALL INCLUDE HOSPITALIZATION AND MAJOR MEDICAL AS LISTED UNDER THE NEW JERSEY STATE HEALTH BENEFITS PLAN.

THE BOARD SHALL PAY THE FULL PREMIUM FOR EACH MEMBER OF THE UNIT, AND IN CASES WHERE APPROPRIATE THE BOARD SHALL PROVIDE ONE FAMILY COVERAGE WHEN BOTH HUSBAND AND WIFE ARE EMPLOYED IN THE DISTRICT.

- B. THE BOARD SHALL PROVIDE A DENTAL CARE INSURANCE PROTECTION PLAN AND SHALL PAY THE PREMIUM DURING THE PERIOD OF THIS AGREEMENT. SUCH PAYMENT SHALL NOT EXCEED:

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
SINGLE -	\$16.41	To be determined	
FAMILY -	\$49.98		

- C. EACH YEAR, BEGINNING IN JULY, 1990 THE BOARD OF EDUCATION SHALL PROVIDE OPTICAL REIMBURSEMENT NOT TO EXCEED \$200 PER ADMINISTRATOR. ADMINISTRATOR SHALL SUBMIT APPROPRIATE BILLS FOR REIMBURSEMENT ANNUALLY IN JUNE.
- D. EACH YEAR, BEGINNING IN JULY, 1991 THE BOARD OF EDUCATION SHALL PROVIDE REIMBURSEMENT FOR PHYSICAL EXAMINATION COSTS NOT REIMBURSED BY INSURANCE COVERAGE; NOT TO EXCEED \$300 PER ADMINISTRATOR. ADMINISTRATOR SHALL SUBMIT APPROPRIATE PHYSICIAN BILLS AND STATEMENT OF INSURANCE REIMBURSEMENT ONCE PER YEAR.
- E. FOR EACH ADMINISTRATOR WHO REMAINS IN THE EMPLOY OF THE BOARD FOR THE FULL SCHOOL YEAR, THE BOARD SHALL CONTINUE TO MAKE PAYMENT OF INSURANCE PREMIUMS TO PROVIDE INSURANCE COVERAGE FOR A FULL TWELVE-MONTH PERIOD.
- F. FOR EACH NEW ADMINISTRATOR, COVERAGE SHALL COMMENCE JULY 1 (PROVIDED SAID ADMINISTRATOR EXECUTES AND SUBMITS APPROPRIATE FORMS TO THE DISTRICT BUSINESS OFFICE BY AUGUST 25) AND CONTINUE FOR THE FULL-TERM AS DESCRIBED IN PARAGRAPH (C).
- G. IT IS THE RESPONSIBILITY OF THE ADMINISTRATOR TO NOTIFY THE BOARD SECRETARY OF ANY CHANGES IN MARITAL OR DEPENDENT STATUS IN ACCORDANCE WITH THE MASTER PLAN(S).

ARTICLE XII

RETIREMENT ALLOWANCE

ANY ADMINISTRATOR HAVING BEEN IN THE EMPLOY OF THE SCHOOL DISTRICT FOR TEN (10) OR MORE YEARS, MAY SUBMIT TO THE SUPERINTENDENT A WRITTEN STATEMENT OF INTENTION TO RETIRE UNDER THE TEACHERS' PENSION AND ANNUITY FUND AND SHALL BE ELIGIBLE FOR A SPECIAL RETIREMENT ALLOWANCE PROVIDED SIX (6) MONTHS NOTICE, PRIOR TO THE ACTUAL DATE, IS GIVEN TO THE SUPERINTENDENT. ALLOWANCE WILL BE GIVEN ONLY TO THOSE RETIRING ON JUNE 30 EXCEPT IN CASES OF DISABILITY RETIREMENT.

THE RETIREMENT ALLOWANCE SHALL NOT BECOME A PART OF THE FINAL YEAR'S SALARY, BUT SHALL BE PAID IN A LUMP SUM PRIOR TO THE RETIREMENT DATE OR AT A LATER DATE AS REQUESTED IN WRITING BY THE RETIREE BEFORE RETIREMENT.

ALLOWANCE SHALL BE ONE (1) DAY'S SALARY FOR EVERY THREE (3) DAYS SICK LEAVE ACCUMULATED UPON RETIREMENT. ALLOWANCE NOT TO EXCEED EIGHT THOUSAND DOLLARS (\$8,000).



ARTICLE XIII

VACATION

ADMINISTRATORS ARE ENTITLED TO PAID VACATIONS EACH SCHOOL YEAR AS FOLLOWS: THE NUMBER OF DAYS OF ENTITLEMENT DURING THE FIRST YEAR OF EMPLOYMENT IN THE DISTRICT AS AN ADMINISTRATOR IS TO BE DETERMINED BY THE NUMBER OF MONTHS WORKED DURING THE SCHOOL YEAR.

NORMALLY, SUMMER VACATIONS MAY BE TAKEN BETWEEN JULY 1 AND BEFORE THE LAST TWO WEEKS OF AUGUST. HOWEVER, VACATIONS MAY BE TAKEN AT ANY TIME DURING THE YEAR OF ENTITLEMENT, SUBJECT TO THE APPROVAL OF THE SUPERINTENDENT.

**TWENTY-TWO (22) DAYS FOR ALL TWELVE MONTH ADMINISTRATORS.**

**NO MORE THAN TEN ACCUMULATED VACATION DAYS WILL BE CARRIED INTO THE NEXT SCHOOL YEAR. THE USE OF THESE DAYS WILL BE SUBJECT TO THE APPROVAL OF THE PRINCIPAL AND/OR SUPER-INTENDENT**

ARTICLE XIV

BOARD RIGHTS

EXCEPT AS LIMITED BY APPLICABLE LAW AND THE SPECIFIC TERMS OF THIS AGREEMENT, THE BOARD RESERVES THE FOLLOWING RIGHTS:

- A. TO DIRECT THE EMPLOYEES OF THE SCHOOL DISTRICT.
- B. TO HIRE, PROMOTE, TRANSFER, ASSIGN AND RETAIN EMPLOYEES IN POSITIONS IN THE SCHOOL DISTRICT AND TO SUSPEND, DEMOTE, DISCHARGE OR TAKE OTHER DISCIPLINARY ACTION AGAINST EMPLOYEES.
- C. TO RELIEVE EMPLOYEES OF DUTY BECAUSE OF LACK OF WORK AND FOR OTHER LEGITIMATE REASONS.
- D. TO MAINTAIN EFFICIENCY OF THE SCHOOL DISTRICT OPERATIONS ENTRUSTED TO THEM.
- E. TO DETERMINE THE METHODS, MEANS AND PERSONNEL BY WHICH OPERATIONS ARE TO BE CONDUCTED.
- F. TO TAKE WHATEVER ACTIONS MAY BE NECESSARY TO CARRY OUT THE MISSION OF THE SCHOOL DISTRICT IN SITUATIONS OF EMERGENCY.

ARTICLE XVI

DURATION OF AGREEMENT


- A. THIS AGREEMENT SHALL BECOME EFFECTIVE JULY 1, 1989 AND SHALL CONTINUE IN EFFECT UNTIL JUNE 30, 1992, SUBJECT TO THE BOARD'S AND ASSOCIATION'S RIGHT TO NEGOTIATE OVER A SUCCESSOR AGREEMENT AS PROVIDED IN ARTICLE II.
- B. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR RESPECTIVE PRESIDENTS/OR SECRETARIES.

SIGNED:

DATE: *April 24, 1989*

  
\_\_\_\_\_  
PRESIDENT OR SECRETARY  
BOARD OF EDUCATION

*President*  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
PRESIDENT OR SECRETARY,  
ASSOCIATION

*President*  
\_\_\_\_\_  
TITLE