

**AGREEMENT**

**Between**

**SOUTHERN REGIONAL SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**and**

**SOUTHERN REGIONAL SUPPORT MANAGERS' ASSOCIATION**

**July 1, 2014 through June 30, 2017**

**TABLE OF CONTENTS**

<b>I.</b>	<b>RECOGNITION .....</b>	<b>3</b>
<b>II.</b>	<b>DURATION OF AGREEMENT .....</b>	<b>3</b>
<b>III.</b>	<b>GRIEVANCE PROCEDURE .....</b>	<b>3</b>
<b>IV.</b>	<b>MANAGERS' RIGHTS .....</b>	<b>6</b>
<b>V.</b>	<b>ASSOCIATION RIGHTS AND PRIVILEGES .....</b>	<b>6</b>
<b>VI.</b>	<b>WORK YEAR AND LEAVE BENEFITS .....</b>	<b>7</b>
<b>VII.</b>	<b>INSURANCE PROTECTION .....</b>	<b>11</b>
<b>VIII.</b>	<b>PROFESSIONAL DEVELOPMENT.....</b>	<b>12</b>
<b>IX.</b>	<b>SALARIES .....</b>	<b>12</b>
<b>X.</b>	<b>SCHEDULE D - PAYMENT FOR SICK LEAVE ACCUMULATION ....</b>	<b>12</b>
<b>XI.</b>	<b>SUCCESSOR AGREEMENT .....</b>	<b>13</b>
<b>XII.</b>	<b>MISCELLANEOUS PROVISIONS .....</b>	<b>14</b>

**I. RECOGNITION**

The Board of Education of Southern Regional School District (hereinafter referred to as the Board) recognizes the Southern Regional Support Managers' Association (hereinafter referred to as the Association) as the official and exclusive bargaining agent for collective negotiations concerning salaries and conditions of work for the following positions below. The term manager hereinafter shall mean these members of the bargaining unit, and reference to male and female managers:

- 1:1 Information Technology Manager
- 1:2 Facilities Manager
- 1:3 Transportation Manager
- 1:4 Custodial Manager
- 1:5 Assistant Transportation Manager
- 1:6 Maintenance Manager

**II. DURATION OF AGREEMENT**

- 2:1 This Agreement shall be effective July 1, 2014 and shall continue in effect until June 30, 2017.
- 2:2 This article in not intended to abrogate the provisions of Article XI of this Agreement.
- 2:3 This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless extended in writing.

**III. GRIEVANCE PROCEDURE**

- 3:1 Definition
  - 3:1.1 A "grievance" is a written claim by an employee or group of employees that as to him, there has been Board action constituting a violation of this Agreement.
  - 3:1.2 A grievance does not apply to any matter which (1) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (2) a complaint of a member which arises by reason of his/her not being re-employed, or (3) a complaint by certified personnel occasioned by

appointment to, or lack of appointment to, retention in any position for which tenure either is not possible or not required.

- 3:1.3 A grievance to be considered under this procedure must be initiated by the employee within twenty (20) calendar days of its occurrence or within twenty (20) calendar days after the employee would reasonably be expected to know of its occurrence.

### 3:2 Conditions

- 3:2.1 It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any step of this procedure.
- 3:2.2 Failure at any step of this procedure to communicate the decision to the Grievant within the specified time limits shall permit the aggrieved 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 limit shall be deemed to be acceptance of the decision rendered at that step.
- 3:2.3 It is understood that the Grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations to the Board of Education until such grievance and any effect thereof shall have been fully determined.
- 3:2.4 The Grievant in all cases shall be the Association as a corporate body and not any individual member thereof.

### 3:3 Grievance Procedures

#### 3:3.1 Step One (Superintendent of Schools)

The Grievant shall first present to the Superintendent a written brief setting forth all pertinent details of the dispute. It shall contain the specific sections or clauses of this agreement allegedly violated.

#### 3:3.2 Step Two (Board of Education)

If the Grievant is not satisfied with the decision rendered, or if no decision has been rendered within the specified time, the Grievant may, within ten (10) school days, appeal to the next step, the Board of Education. The Board of Education shall have ten (10) school days in which to communicate to the Grievant in writing its decision in the matter.

- 3:3.3 Step Three - If the aggrieved person is not satisfied with the disposition of his grievance at Step Two, or if no decision has been rendered by the Board within the time limits specified in Step Two, the Grievant may, within ten (10) school days after a decision by the Board or the expiration of the applicable time limit for issuance of the Board's decision, whichever is sooner, request in writing that the Chairperson of the PR & R Committee submit the grievance to arbitration. The PR & R Committee shall consider the merit of the grievance, and may then, within fifteen (15) school days after

receipt of a request by the aggrieved person, submit the grievance to arbitration by service of demand thereof upon the Board through the Superintendent.

- 3:3.4 The arbitrator so selected shall hold hearings promptly and shall issue his decision not later than thirty (30) calendar 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 of the issues submitted. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violate of the terms of this Agreement. The arbitrator shall have no power to add to, subtract from or modify any of the terms of the Agreement. The decision of the arbitrator shall be binding upon all the parties.
- 3:3.5 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.
- 3:3.6 All grievance settlements shall be in writing and approved by the Superintendent at his level or the Board at its level, and the Association. Settlement of a grievance below the Superintendent's level shall not be deemed precedent-setting.
- 3:3.7 The arbitrator will be selected on a rotating basis from the following list:
- Jonas Aarons  
Bob Weaver  
Jack D. Tillen
- or any other arbitrator mutually agreed upon by the parties.
- 3:3.8 The aggrieved shall follow applicable rules and regulations during a pending grievance.
- 3:3.9 Necessary forms for the administration of the grievance procedure shall be prepared by the Board of Education and the Association. Such forms shall provide for description of the nature of the grievance, including listing of the provisions of the Agreement complained of as being violated.

#### **IV. MANAGERS' RIGHTS**

- 4:1 The Board and the Association undertake and agree on their respective behalves that neither shall directly or indirectly discourage, deprive or coerce any manager in the employment of any rights conferred by law; that neither shall discriminate against any manager with respect to hours, wages, or any terms or conditions of employment by reason of his membership in or participation in the activities of the Association and its affiliates, participation in collective negotiations with the Board and the Association, or institution of proceeding affecting the terms and conditions of his/her employment.
- 4:2 No manager shall be formally disciplined or formally reprimanded or reduced in compensation without just cause.
- 4:3 Whenever any manager is required to appear before the Board concerning any matter which could adversely affect the continuation of that manager in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled at his/her option to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- 4:4 No manager shall be prevented from wearing a pin or pins or other identification of membership in the Association or its affiliates provided that such pin, pins, or other identification does not violate acceptable standards of size and appearance.

#### **V. ASSOCIATION RIGHTS AND PRIVILEGES**

- 5:1 Whenever any representative of the Association or any manager participates during working hours in negotiations or grievance procedures, he/she shall suffer no loss of pay.
- 5:2 The Association and its representation shall have the right to use school buildings and facilities at all reasonable hours for meetings. Approval for such meetings shall not be unreasonably withheld.
- 5:3 The Association, with the permission of the Superintendent/Board, shall have the right to use school facilities and equipment including equipment, typewriters, computers and other duplicating equipment, and other such facilities and equipment at reasonable times when such use will not interfere with nor interrupt school operations. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Such permission shall not be unreasonably withheld.
- 5:4 The Association will have the right to reasonable use of the in-school mail facilities, provided that all materials to be distributed shall bear its name. No prior approval for such use will be required.
- 5:5 The rights and privileges granted the Association in this Agreement shall not be granted to any other comparable employee organization having the same type of membership in its bargaining unit.

## **VI. WORK YEAR AND LEAVE BENEFITS**

- 6:1 Each manager will be employed from July 1st until June 30th, throughout the period of this negotiated contract, at a salary negotiated with the Southern Regional Board of Education or for any other period of time as negotiated.
- 6:2 Work hours during period of time when the school is not in session will be maintained according to prevailing practice. Each department must coordinate for there to be at least one manager present if employees under their supervision are working when school is not in session.
- 6:3 In the event that a manager must work or is asked to work by the Superintendent during such time school is not in session, then the Superintendent will compensate such manager with a day off due to the loss of vacation/holiday time.
- 6:4 Vacation
  - 6:4.1 During this period of employment, manager will be entitled to a total of twenty (20) vacation days.
- 6:5 Sick Leave -
  - 6:5.1 All twelve (12) month employees of the Southern Regional High School District shall be entitled to fifteen (15) days sick leave each year as of July 1st of said year whether or not they report for duty on that day.
  - 6:5.2 Unused sick leave days shall be accumulated from year to year with no maximum limit. Employees shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.
  - 6:5.3 The Board shall have the right to require a doctor's certification of illness pursuant to law. Normally, such request will not be made until three (3) successive sick leave days have been taken.
  - 6:5.4 Whenever possible, an employee who can anticipate the occurrence of a specific future disabling event, such as surgery or pregnancy, shall notify the Superintendent as soon as such employee is aware of the impending condition and give his best estimate of the dates of commencement and termination of disability.

Payment for accumulated sick leave is as set forth in Schedule D.
- 6:6 Temporary Leaves of Absence -

Employees shall be entitled to the following temporary leaves of absence with full pay each school year.

  - 6:6.1 Up to three (3) days leave of absence for personal, legal, religious, business, household or family matters which require absence during school hours. Such leave shall not be taken or granted the day before or after a school holiday or

vacation (except in cases of emergency or unusual circumstances). Application to the Superintendent or person in charge of granting such leave shall be made in writing at least three (3) days before taking such leave (except in cases of emergency or unusual circumstances) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. Unused personal leave days in any year shall be accumulated as though they were sick leave days and shall become part of the employee's accumulated sick leave.

6:6.2 Professional days for visiting other schools or attending meetings or conferences of an educational nature, with the permission of the Superintendent.

6:6.3 Up to five (5) days for any single event in the event of death of an employee's spouse, child, parent, brother or sister. Up to two (2) days for each event of death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent and any other member of the immediate household. The temporary leave days provided for herein are for the sole purpose of arranging and attending funeral services and providing for a reasonable mourning period in connection therewith. In the event of death of an employee or student in the Southern Regional High School District, the Principal shall grant to a number of employees sufficient time off to attend the funeral.

The Superintendent may, under special circumstances, grant an employee time off for the death of an individual not covered by this section. All leaves under this section are non-accumulative.

6:6.4 Up to five (5) days may be used and will be granted for good and sufficient reason, and such days shall be charged to the employee's accumulated sick leave. The decision of the Superintendent relative to this section shall be final, and not subject to the grievance procedure set forth in this Agreement.

6:6.5 One day non-accumulative during any school year for illness in the family will be granted and the reason stipulated in the request.

6:6.6 Other leaves of absence with or without pay may be granted by the Board in its discretion for what it considers to be good reason.

6:7 Extended Leaves of Absence -

Military leave without pay shall be granted to any manager who is inducted or enlists in any branch of the armed forces of the United States for the period of said service.

6:8 Maternity Leave -

6:8.1 Definition: The term "maternity leave" does not refer to involuntary absence from assigned duties solely during the period of pregnancy-related disabilities. The term "maternity leave" refers to a voluntary absence from active employment either:



- 6:8.1.1 commencing while the pregnant employee is physically able to effectively perform her duties and continuing through the period of a pregnancy-related disability; or
- 6:8.1.2 commencing after the end of a pregnancy-related disability for the purpose of child care.

Procedure: Maternity leave without pay shall be granted by the Board of Education in accordance with the following procedure:

- 6:8.2 All initial applications for, and applications for extensions or reduction of, maternity leave shall be made in writing to the Superintendent.
- 6:8.3 The employee shall request maternity leave of the Superintendent of Schools in writing at least sixty (60) days before the date she wishes her leave to begin. Such written request shall specify the date when the employee wishes her leave to begin and to end.
- 6:8.4 The requested date of commencement or termination of the maternity leave may be changed within a semester by the Superintendent if he finds that the grant of leave for those dates would substantially interfere with the administration of the school, provided that such change is not contrary to what is medically advisable.
- 6:8.5 Following the grant of such leave, the employee may request a reduction of maternity leave. Such request shall be in writing to the Superintendent. The Board may grant such proposed reduction. The Board may require the employee to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.
- 6:8.6 The Board may require an employee during her pregnancy to produce certificates from her physician stating that she may continue working effectively at the duty to which she has been assigned.
- 6:8.7 In the event of any question as to the condition of the pregnant employee, a conference shall be arranged between the Board's physician and the attending physician.
- 6:8.8 Nothing stated herein is intended to restrict the right of the Board to remove any pregnant employee from her duties if it should determine that her performance has substantially decreased from the time immediately prior to her pregnancy or for any other just cause.
- 6:8.9 Any employee shall be granted maternity leave for the entire academic school year in which the maternity leave began.
- 6:8.10 Any employee under tenure or who has received a tenure-year contract shall, upon timely request made in her original application, or by March 1st, be granted maternity leave for an additional academic school year. An employee on such maternity leave shall notify the Board in writing by March 1st of the school year proceeding the school year in which she is scheduled to return to

active employment of her intention not to return to active employment. Such notification, or failure to begin active employment when due to return, shall be deemed a resignation from the District.

6:8.11 Employees on maternity leave shall not accept full-time employment in any other teaching or secretarial staff position. This does not prevent such employees from accepting employment as per diem substitutes in other school districts.

6:8.12 Any employee on maternity leave may place her name on the substitute list and shall receive the substitute's per diem rate for which she is qualified, provided that she produces a certificate from her physician showing that she is physically able to perform such duties.

6:8.13 Subject to any law, an employee may not apply accumulated sick leave to any period of disability arising after a voluntary maternity leave has begun.

6:8.14 Time spent on maternity leaves of absence shall not count toward salary guide placement experience, sick leave accumulation, etc.

6:9 Adoption Leave -

Any employee may apply for a leave in the case of adoption by such employee of a child four (4) years of age or younger under the same terms as the maternity or child care leave above; except that the sixty (60) day notice in 6:8.3 hereinabove shall be an intent notice, and actual notice shall be presented when the employee has notice of the actual adoption. If the child is more than four (4) years of age, such leave may be granted at the sole discretion of the Board. Adoption leaves shall begin upon the employee's receiving *de facto* custody of the infant child, or earlier if necessary to fulfill the requirements for the adoption.

6:10 Child Rearing Leave Procedure -

Child rearing leave without pay will be granted upon Board approval under the following procedures:

All initial applications for child rearing leave shall be made in writing to the Superintendent. Such written requests shall specify the date when the employee wishes to begin or end leave. Under normal conditions, the beginning and end of such leave shall be on a semester basis. However, in emergency situations, leaves could be granted under other arrangements.

## VII. INSURANCE PROTECTION

7:1 Employees who work in the Southern Regional School District shall receive full-family medical coverage in the plans identified in Article 12:2 in addition to full-family prescription, dental, and vision coverage summarized in Article 12. This plan shall remain in effect for the duration of this agreement.

- 7:2 Employees who elect to be covered by medical insurance shall have a choice of enrolling in any of the following plans. The Board may substitute coverage, once instituted, with any plan, provided such coverage is substantially equal to or better than the insurance coverage originally provided.
- A. Blue Cross/Blue Shield of NJ PPO Plan
  - B. Blue Cross/Blue Shield of NJ Direct Access Plan
  - C. Blue Cross/Blue Shield of NJ EPO Plan
  - D. Blue Cross/Blue Shield of NJ High Deductible Plan. The High Deductible Plan shall have an accompanying IRS-compliant Health Savings Account. Employees electing coverage under this plan who also establish a Health Savings Account shall have their first \$1,500 in annual employee contributions matched by an annual employer contribution of \$500.
- 7:3 Employees who maintain medical insurance coverage, prescription insurance coverage, dental insurance coverage or vision insurance coverage shall have pre-tax employee contributions withheld from their paychecks in accordance with NJ Public Law, Chapter 78 and its accompanying regulations. Employees who are on a leave without pay and qualify to maintain any insurance coverage under State or Federal FMLA regulations will still be responsible for their employee contributions. Upon completion of the phase in period employee contributions will be at the same percentage as determined by the Year 4 contribution schedule.
- 7:4 The Board will provide and pay the full premium for the Prescription Drug Program described as “\$20/7/0 Co-Pay,” for each employee, and full-family coverage, where applicable. The Board may substitute coverage, once instituted, with any plan, provided such coverage is substantially equal to or better than the insurance coverage originally provided.
- 7:5 The Board shall provide to employees a full-family dental program, known as the New Jersey Blue Cross/Blue Shield Dental Plan; provided, however, that for the duration of this Agreement the present coverage’s shall remain at existing levels. The Board may substitute coverage, once instituted, with any plan, provided such coverage is equal to or better than the insurance coverage originally provided. Commencing July 1, 2008, the orthodontic allowance shall be to \$1,500, and the annual dental benefit maximum shall be to \$2,000.
- 7:6 The Board shall provide to all employees a full-family vision plan.
- 7:7 The Board shall assume the annual membership cost (to the Board) of the New Jersey Manufacturer’s Insurance program.
- 7:8 Retirees may enroll in the current insurance programs at the group rates and at the individual’s own expense. If, in the event a carrier will not permit such coverage for retirees, the coverage will cease, but the parties will meet to explore alternatives, making every attempt to find a carrier who will permit such coverage for retirees.
- 7:9 Employees shall have the right to opt-out of insurance coverage, and if said employee does opt-out, he/she shall receive an opt-out amount for whichever plan type employee is receiving as of the execution of this Agreement. The reimbursement rate shall be as follows:

Single Medical - \$2,398.56  
Parent/Child Medical - \$4,470.54  
Member/Spouse Medical - \$5,693.55  
Family Medical - \$6,916.56

Single Prescription - \$981.78  
Parent/Child Prescription - \$1,203.00  
Member/Spouse Prescription - \$1,739.61  
Family Prescription - \$2,276.22

Single Dental - \$236.76  
Parent/Child Dental - \$505.26  
Member/Spouse Dental - \$581.43  
Family Dental - \$657.60

If said employee waives his/her insurance, Employee can select which coverage (medical, dental, prescription, all above) he/she wishes to participate in the opt-out program. Employees are also eligible to waive their coverage under the vision plan. There is no opt-out value for the vision plan waiver.

- 7:10 The Board has the right to move to the NJSEHBP without negotiations at any time during the life of this agreement and the NJSEHBP plans shall be considered equal to or better than the current plans available within the district.

#### **VIII. PROFESSIONAL DEVELOPMENT**

- 8:1 Tuition reimbursement or continuing learning credits directly related to the manager's position at an estimated cost of \$225 per credit with a maximum \$5,000.00 for the unit distributed at the conclusion of the school year. In the event that employee participation exceeds the \$5,000.00 allocation of the reimbursement will be divided amongst all those who participated. Disbursement will be based upon individual credits/hours completed as compared to the collective credits/hours completed.

#### **IX. SALARIES**

- 9:1 It is agreed there will be salary increases each year of this Agreement as follows:  
Year 1 – 3%  
Year 2 – 2.9%  
Year 3 – 2.8%
- 9:2 When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.
- 9:3 After two years of service, \$560 will be added to the salary of all employees for longevity purposes.

#### **X. SCHEDULE D - PAYMENT FOR SICK LEAVE ACCUMULATION**

- 10:1 Payment for accumulated sick leave will be made upon retirement after six (6) years of years of service in the district, reduction in force after seven (7) years of service in the district or resignation after twenty (20) years of service in the district as follows:

a. 21 Years or Over:

1st 200 days	=	1/2 Step 1 of Bachelor Teacher's Column
Next 100 days	=	1/4 Step 1 of Bachelor Teacher's Column
Remainder	=	1/8 Step 1 of Bachelor Teacher's Column

b. 11-20 Years: 80% of above formula

c. 6-10 Years: 65% of above formula

10:2 For those days accrued as an employee of the Southern Regional School District in a position other than a Manager, the calculation will be based on the formula currently used for that position as outlined in the appropriate contract (S.R.E.A. contract or S.R.T.A. contract).

## **XI. SUCCESSOR AGREEMENT**

11:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJS 34:13A-1 et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees covered by this Agreement. Such negotiations shall begin no later than October 1st of the fiscal year proceeding the fiscal year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees covered by this Agreement, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

11:2 During negotiation, the parties shall meet at mutually agreed upon times and shall freely exchange points of view, present relevant data and make proposals and counterproposals. They shall supply each other, for inspection and copying, all pertinent records, data and final budgetary information which are nonconfidential and may be reasonably requested for such inspection and copying, and which may become available to the respective parties in the regular course of negotiations.

11:3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives, who shall total no more than six (6) plus one (1) professional representative in number, except by mutual agreement. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

11:4 Representatives of the Board and the Association's negotiating committees shall meet at the request of either party, when such requests are mutually agreed upon, and at a designated time and place mutually agreed upon, to review the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the Grievance Procedure.

11:5 Each party shall submit to the other, at least three (3) days before the meeting, an agenda covering matters they wish to discuss. In cases of extreme emergency, where

such an agenda is impossible of prior submission, the first order of the meeting shall be the creation of an agenda for the said meeting.

- 11:6 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.

## **XII. MISCELLANEOUS PROVISIONS**

- 12:1 This Agreement constitutes a Board policy for the term of said Agreement, and both parties shall carry out the commitments contained herein and give them full force and effect as Board policy.
- 12:2 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.
- 12:3 Copies of this Agreement shall be furnished at the expense of the Board, after agreement with the Association on format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed by the Board.
- 12:4 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing at the following addresses:
- 12:5 If by Association to Board, copy to Superintendent at Southern Regional Administration Building, 105 Cedar Bridge Road, Manahawkin, New Jersey 08050.
- 12:6 If by Board to Association, copy to Association President at Southern Regional High School, 600 North Main Street, Manahawkin, New Jersey 08050.
- 12:7 The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.
- 12:8 It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.
- 12:9 The Board of Education, subject to the provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof, subject to any obligation imposed by NJSA 34:13A-5.3 to negotiate adoption of new rules or changes in existing rules affecting working conditions before implementation thereof.  
By way of illustration, not by way of limitation of the rights and responsibilities reserved to the Board, and subject to the provisions of this Agreement, are the rights to select and direct employees of the School District; to hire, assign, promote, transfer and retain employees covered by this Agreement with the School District; to suspend, demote, discharge, or take other disciplinary action against employees for just cause;


to relieve employees from duties because of lack of work or for other legitimate reasons; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to determine the methods, means, and personnel by which School District operations are to be conducted; to introduce new or improved methods and facilities; to contract out for goods and services; and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation.

12:10 This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of 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.

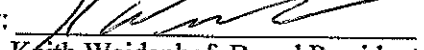
12:11 If the Administrators' Association negotiates a change in employee contributions toward insurance premiums that differ from the Chapter 78 Year 4 percentages for 2015-2016 or 2016-2017 both parties shall agree to reopen this contract for renegotiations.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective President, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

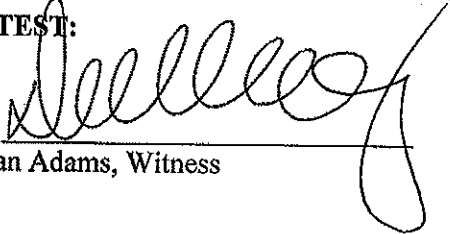
**ATTEST:**

By:   
Steve Terhune,  
School Business Administrator/  
Board Secretary

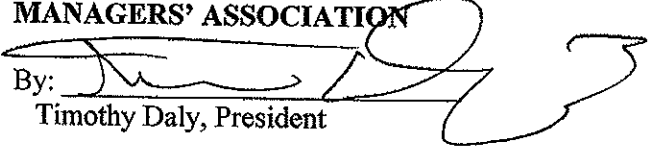
**SOUTHERN REGIONAL HIGH SCHOOL  
DISTRICT BOARD OF EDUCATION**

By:   
Keith Weidenhof, Board President

**ATTEST:**

By:   
Dean Adams, Witness

**SOUTHERN REGIONAL SUPPORT  
MANAGERS' ASSOCIATION**

By:   
Timothy Daly, President