

1753

**CONTRACT**

**between**

**MARLBORO TOWNSHIP  
OPERATIONAL ADMINISTRATORS' ASSOCIATION**

**and**

**MARLBORO TOWNSHIP BOARD OF EDUCATION**

**JULY 1, 1994 THROUGH JUNE 30, 1996**

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## ARTICLE I

### RECOGNITION

The Marlboro Township Board of Education (The Board) hereby recognizes the Marlboro Township Operational Administrators' Association (M.T.O.A.A. or the Association) as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all operational administrative personnel employed by the Board, excluding the Superintendent, Assistant Superintendent, Board Secretary/Business Administrator, Assistant Board Secretary, Assistant to the Business Administrator, Senior Accountant; and including Supervisor of Buildings and Grounds, Supervisor of Safety and Risk Management, Transportation Coordinator, and Assistant Transportation Coordinator.

## ARTICLE II

### NEGOTIATIONS PROCEDURE

- A. The Board and the Association shall engage in good faith bargaining in accordance with the schedule established by law.
- B. In preparation for and during negotiations, the Board shall provide the Association the same budget information it gives to the County Superintendent of Schools at the same time and also in the same format.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. A "grievance" is a complaint by which an employee or employees in the bargaining unit may appeal the interpretation, application or violation of this agreement, board policy, and administrative decisions affecting terms and conditions of employment except that the term "grievance" shall not apply to:
  - a. Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.
  - b. Any rule or regulation of the State Department of Education or the State Commissioner of Education having the force and effect of law.
  - c. Any matter which according to law is beyond the scope of Board authority.

#### B. PRINCIPLES

1. A grievance to be considered under this Procedure shall be presented by the grievant not later than fifteen (15) calendar days after the occurrence of the matter grieved or the time when he/she reasonably should have known of the occurrence.

The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible. Failure of the grievant to proceed within the timelines set forth herein shall bar the grievance. Failure by the grievant to proceed from one step to another in a timely fashion shall be deemed to be an abandonment of the grievance.

2. Except at Step One (a) in which grievant may not be represented, a grievant may present and process his grievance personally or through an appropriate representative. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.
3. No reprisals shall be taken by the Board or Administration against any participant because he utilizes the grievance procedure.

4. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his grievance initially at the third step of the grievance procedure.

C. PROCEDURE

1. STEP ONE:

- a. A grievant may initially discuss the matter, identified as a grievance, with the Business Administrator in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, Subsection 1.
- b. A grievant shall file his grievance in writing by presenting the written grievance to the Business Administrator. The grievance must contain: (1) a statement of the nature of the grievance; (2) the specific contractual provision(s) alleged to have been violated; and (3) the specific relief sought.
- c. The grievant and his/her representative and the Business Administrator shall meet in an attempt to resolve the grievance not later than five (5) work days following the date on which it is filed.
- d. The Business Administrator shall communicate his/her decision in writing to the grievant not later than five (5) work days following the meeting.

2. STEP TWO:

- a. If the aggrieved person is not satisfied with the disposition of his grievance by the Business Administrator, or if the Business Administrator has not communicated his decision in writing to the grievant as provided, the grievant and his representative may proceed to Step Two, hearing at Superintendent's level. The request of the grievant shall contain the information specified in Section C.1b, above, as well as an explanation of the grievant's dissatisfaction with the previous determinations, clearly explain the grievance and be made in writing not later than five (5) work days following the decision of the Business Administrator, or if no decision has been rendered, then not later than five (5) work days following the expiration of the five (5) work day period provided for a response at Level One and shall be submitted to the Superintendent.
- b. The grievant and his representative and the Superintendent shall meet in an attempt to resolve the grievance not later than five (5) work days following the date on which the grievance was filed at Step Two.

- c. The written decision shall be communicated to the grievant not later than seven (7) work days after the meeting.

**3. STEP THREE:**

- a. If the aggrieved person is not satisfied with the disposition of his grievance by the Superintendent, or if the Superintendent has not communicated his decision in writing to the grievant as provided, the grievant and his representative may proceed to Step Three hearing at Board level. This hearing may be with the Board or the Board's representative(s). The request of the grievant shall contain the information specified in Section C.1b, above, as well as an explanation of the grievant's dissatisfaction with the previous determinations, clearly explain the grievance and be made in writing not later than five (5) work days following the decision of the Superintendent, or if no decision has been rendered, then not later than five (5) work days following the expiration of the seven (7) work day period provided for a response at Level Two and shall be submitted to the Board Secretary.
- b. The grievant and his representative(s) and the Board and/or its representative shall meet in an attempt to resolve the grievance not later than twenty (20) work days following the date on which the grievance was filed.
- c. The Board shall communicate its decision in writing to the grievant not later than twenty (20) work days following the meeting. A copy of the decision shall also be forwarded at the same time to the Superintendent and the Marlboro Township Operational Administrators' Association.

**4. STEP FOUR:**

- a. In the event the grievant is dissatisfied with the determination of the Board of Education aforesaid, or if no decision by the Board is in the time frame specified in paragraph 3.c, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) work days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board of Education and the Marlboro Township Operational Administrators' Association shall mutually agree upon a longer time period within which to assert such a demand.

- b. The Board may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the Board of Education.
- c. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement. The arbitrator shall be without authority to determine matters for which there is an alternate statutory appeal process required by law or agreed to by the parties.
- d. Within ten (10) work days after the M.T.O.A.A. shall have delivered the written request for arbitration, the Board and the M.T.O.A.A. 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 a commitment within the specified time period, the Public Employment Relations Commission shall be requested to supply a list of arbitrators. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- e. The arbitrator so selected shall confer with the representatives of the Board and the M.T.O.A.A. and hold hearings promptly, and he shall issue his decision not later than twenty (20) days from the close of hearings, or if oral hearings have been waived, then from the date that the final statements and proofs are submitted to him. The arbitrators' decision shall be submitted to the Board and the Association and shall be advisory.
- f. The costs for the services of the arbitrator, including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expense.

#### D. MISCELLANEOUS

- 1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative(s), heretofore referred to in this Article.



3. All documents, communications 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.
4. Meetings and hearings shall be scheduled to accommodate individuals who should be present when such meeting or hearing is held.

## ARTICLE IV

### OPERATIONAL ADMINISTRATORS' RIGHTS

#### A. REQUIRED MEETINGS OR HEARINGS

Whenever any Operational Administrator is required to appear before the Board, or any committee or member thereof concerning any matter that could adversely affect the employment of that Operational Administrator, he shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and shall have the right to a representative of the Association or an attorney present to advise him and represent him during such meeting or interview. Any suspension by the Superintendent shall be with pay, unless otherwise mandated by law, until formal determination by the Board of Education.

#### B. CRITICISM OF OPERATIONAL ADMINISTRATORS

1. Any criticism by a superior or the full Board of an Operational Administrator shall not be made in the presence of employees of the Board, parents, students, or at a public gathering unless official Board action is required by law.
2. Whenever possible before the Board responds to criticism of the Administrator made by the public, the Administrator in question shall be afforded the opportunity to either meet with the Board or direct a communiqué to them relative to the public comments.

#### C. Beginning the first full year of employment, no Operational Administrator shall be dismissed from his/her position without just cause.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. INFORMATION

The Board agrees to furnish to the Association in response to written request any reasonable available public information which may be necessary for the Association to process any grievance or complaint.

#### B. USE OF EQUIPMENT

The Association shall have the right during unassigned time to use equipment, including typewriters, personal computers, copiers, word processors, printers, when such equipment is not otherwise in use, provided the person who is operating such equipment is qualified to operate same. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

#### C. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Operational Administrators, as defined in the unit, and to no other organization.

## ARTICLE VI

### CONDITIONS OF EMPLOYMENT

A. Operational Administrators are twelve (12) month employees.

B. Staff evaluations shall be conducted at least once each year prior to recommendation for re-employment. The evaluation must be in writing and reviewed by the employee. The evaluation shall be signed by both the employee and the evaluator to acknowledge receipt. Operational Administrators have the right to respond in writing to the evaluation within five (5) work days of the signing of the evaluation. A copy of the response shall be signed by the evaluator and the Operational Administrator, and said response shall be attached to each copy of the evaluation. Operational Administrators shall be given a copy of any evaluation report immediately upon signing and following the evaluation interview.

## ARTICLE VII

### SICK LEAVE/PAYMENT FOR ACCUMULATED SICK DAYS

#### A. SICK LEAVE

1. Sick Leave is defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or personal injury, or because he or she has been excluded from work by the school district's medical authorities because of a contagious disease in his or her immediate family.
2. All Operational Administrators shall be entitled to fourteen (14) such leave days each work year. Employees hired after July 1st shall receive sick leave days on a prorated basis for the first year of employment. Unused sick days shall be accumulated with no maximum limit.
3. Operational Administrators can request print-outs of leave status up to four (4) times per year.
4. In case of more than three (3) consecutive days absence, a physician's certificate shall be filed with the Business Administrator. However, the Board reserves the right to require medical certification of illness and disability at any time.
5. Whenever any employee is absent from his or her post of duty as a result of personal injury caused by an accident arising out of and in the course of his employment, he or she shall be paid the full salary or wages for the period for such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workers' compensation award made for temporary disability.
6. Nothing contained herein shall limit, prohibit, or otherwise restrain the Board of Education from granting additional sick leave over and above the minimum sick leave defined except that all such requests shall be determined on a case-by-case basis.

## B. PAYMENT FOR ACCUMULATED SICK DAYS

1. An employee with at least twelve (12) years of district service who retires under the provisions of P.E.R.S. shall be eligible for payment for unused accumulated sick leave, as indicated below:
  - a. To be eligible for payment, an employee must notify the board of his/her intention to retire at least twelve (12) months prior to the effective date of retirement. The Board, upon the recommendation of the superintendent/ designee, may waive this requirement in emergent matters.
  - b. Retirement shall be defined as an employee being eligible and applying for and immediately receiving P.E.R.S. pension payments upon leaving district service.
  - c. Payment shall be determined by calculating the number of sick days accumulated as of the effective date of retirement. There shall be no payment for the first one hundred (100) days of accumulated sick leave. Accumulated sick days beyond one hundred (100) days, to a maximum of 250 days, shall be paid at a rate of thirty dollars (\$30.00) per day to a maximum payment per employee of forty-five hundred dollars (\$4,500.00).
2. The payment to which an employee would otherwise be entitled under 1.c. above, shall be reduced by one hundred dollars (\$100.00) per day for each day of casual absence during the employee's last twelve (12) months of active employment. Casual absence is defined as all absences, exclusive of: a) approved professional days; b) extended illness which requires absence in excess of three (3) consecutive days as evidenced by medical documentation; c) personal days; and d) vacation days.

## ARTICLE VIII

### TEMPORARY LEAVES OF ABSENCE

#### A. MATERNITY LEAVE

1. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant Operational Administrators on the same terms and conditions governing leaves of absence for other illness or

medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq and the rules, regulations and policy statements and this agreement.

2. It is recognized that an employee's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the Operational Administrator to voluntarily suspend her career to care for the newborn child.
  - a. Disability Phase. Any Operational Administrator seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of application, which shall be made upon sixty (60) days' notice to the Board, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any Administrator to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified by the Operational Administrators' physician may be treated as compensable sick leave time at the option of the Administrator in accordance with prevailing law.
  - b. Unpaid Child Care Phase. Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, the Operational Administrator shall be granted at his/her discretion, a leave for up to twelve weeks. Any further extensions of child care leave shall be discretionary with the Board of Education.
3. An Operational Administrator returning from pregnancy leave of absence shall be entitled to all benefits to which Operational Administrators returning from other types of sick or disability leave would be entitled.
4. No Operational Administrator shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided herein. Nothing contained in this article shall be construed to preclude the Board from requiring an Operational Administrator after the birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties.
5. Adoption. Any Operational Administrator adopting an infant child shall receive up to twelve weeks unpaid child care leave which shall commence upon the receipt of de facto custody of said infant, or earlier if necessary to

fulfill the requirements for the adoption. The Operational Administrator shall notify the Board of Education of the requested leave of absence as soon as the Operational Administrator has received notice from the placement agency of the impending adoption. If such Operational Administrator who has received leave under this subsection decides not to return, written notice will be given to the Superintendent of Schools not less than ninety (90) days before the start of the next school year.

## B. PERSONAL LEAVE

1. The provisions for personal leave at full pay stated below shall be for one (1) work year and unused days shall not be accumulative for use in another year.
2. Bereavement leave shall be allowed in accordance with the following:
  - a. For the death of a parent, child, brother, sister, grandparent, spouse, parent of spouse, son-in-law, daughter-in-law, or person who at the time of death resided in the same household as the employee and with whom the employee has a close family relationship, a period of five consecutive days per incident with one of the days being the day of interment or cremation.
  - b. For sister-in-law and brother-in-law, two (2) consecutive days per incident.
  - c. For aunt, uncle, nephew, niece, one (1) day per incident.
3. An allowance of up to a total of three (3) days leave per year shall be granted for personal matters other than stated above. New employees hired after the commencement of the school year shall receive personal days on a pro-rated basis for the first year of employment. Written requests shall be submitted to the Business Administrator for approval three (3) days in advance of the date requested. The three day notice requested shall be waived in emergent matters.
  - a. Personal leave shall be limited to urgent legal, family or personal matters which necessitate the employee's absence on a work day. Personal leave shall not be used for recreation, entertainment, or employment, or for matters which can be scheduled outside of work hours.
4. Personal leave days shall not be granted before or after holiday periods or on the first or last day of school, except in cases of emergency as approved by the Business Administrator.

5. In the event of unpaid leave of absence of up to twelve weeks due to birth, adoption or serious health condition of a immediate family member, all benefits to which an administrator was entitled at the time he or she went on a Board approved leave of absence, including unused accumulated sick leave, shall be restored to him or her upon his or her return.
6. A leave of absence without pay may be granted to any operational administrator in case of an extreme personal hardship, for the balance of the school year in which the hardship occurred, upon the recommendation of the Superintendent and approval by the Board of Education.

**C. PROFESSIONAL DAYS**

1. Operational Administrators, upon written request to the Business Administrator and at the discretion of the Business Administrator, may be granted, from time to time, permission to attend seminars, lectures, conferences, and similar professional improvement activities without reimbursement of personal expense and without loss of pay or personal leave.
2. Application for such authorization must be made at least one (1) week in advance. A written report of said professional visit shall be submitted to the Business Administrator within five (5) work days of said professional visit.
3. Operational Administrators shall be allowed the I.R.S. rate for travel in their own vehicles when they are used at the direction of the Business Administrator for duties directly related to their employment. There shall be no reimbursement for travel to and from work, except in case of emergency.

**ARTICLE IX**

**VACATION**

- A. Effective July 1, 1990 Operational Administrators hired prior to that date shall be entitled to twenty (20) vacation days annually. Those employees hired subsequent to July 1990 shall be entitled to the following vacation day allowance:

Less than one (1) year one (1) day for each full calendar month worked up to a maximum of ten (10) days.

YEARS OF SERVICE	VACATION ALLOWANCE
1 - 5	10 Days
6 - 10	15 Days
11	16 Days
12	17 Days
13	18 Days
14	19 Days
15	20 Days

Eligibility for this increased vacation is based solely on time within the positions in the unit. The scheduling of all vacations must be approved by the Business Administrator. All vacation days shall become available for use on July 1st of the year immediately following the 12 month period in which they were earned.

- B. At the request of the Operational Administrator and with the approval of the Business Administrator, up to five vacation days may be accrued for use in the following school year.
- C. In unusual circumstances as identified by the Business Administrator which cause a member of the bargaining unit to be unable to take vacation time due during that year as approved by the Business Administrator, the Operational Administrator involved shall be entitled to carry over any unused vacation days to the following school year.
- D. If an Operational Administrator with more than one year of service voluntarily terminates his employment in the District before taking all or part of his earned vacation, he shall be reimbursed for such time at a rate of (1/240th) of his year's salary for each such day. Pay for vacation time which could have been claimed by an employee who terminates employment shall be paid to the employee's estate in the event that the employee dies. The number of days is limited to days earned and unused in the year of termination prorated at one and two-thirds (1 2/3) days per month for employees entitled to twenty (20) vacation days per year and at one and one-quarter (1 1/4) days per month for employees entitled to fifteen (15) vacation days per year.



## ARTICLE X

### DUES

#### A. DUES

Operational Administrators shall also be entitled to reimbursement for professional dues as recommended and approved by the Business Administrator.

## ARTICLE XI

### INSURANCE PROTECTION

#### A. An employee who is employed to work thirty (30) or more hours per week may enroll in a Board sponsored insurance plan, as indicated below:

1. Medical/Hospitalization: The Board of Education shall pay for the employee one hundred percent (100%) of the premium for a medical/hospitalization program provided for the employee and his/her dependent(s), if applicable, except as limited by paragraphs B and D below. The Board reserves the right to change the carrier so long as the benefit level is equivalent to the current program in effect at the time this contract is ratified, subject to the provisions of paragraph D, below.
2. Dental Care: An employee may also enroll his/her eligible dependent(s), if any, in a dental care program and the Board shall contribute up to the amount indicated below for the enrollment of an employee (including her/his enrolled dependents). The balance of the enrollment costs, if any, shall be deducted from the employee's paychecks. During the life of this Agreement, the maximum annual board contribution for the dental program shall not exceed \$785.16. The Board reserves the right to change the carrier so long as the benefit level is equivalent to the current program in effect at the time this contract is ratified, subject to the provisions of paragraph D, below.
3. Prescription Medicine: An employee may also enroll her/his eligible dependent(s), if any, in the prescription drug plan. The plan shall have a \$6.00 co-pay for brand-name prescription drugs, \$1.00 co-pay for generic drugs, and a \$1.00 co-pay for drugs ordered through the insurance company's designated mail order supplier. The Board reserves the right to change the carrier so long as the benefit level is equivalent to the current program in effect at the time this contract is ratified, subject to the provisions of paragraph D, below.

- B. An employee who opts for dependent medical/hospitalization coverage shall contribute one hundred dollars (\$100.00) each year for each ten thousand dollars (\$10,000.00) earned in salary inclusive of longevity.
- C. All contributions shall be made in equal monthly installments through a payroll deduction.
- D. Notwithstanding anything to the contrary in this Article, effective June 30, 1996, all employees shall be required to accept any changes in the level of benefits, including but not limited to co-pay or deductible increases and limitations on eligibility for coverage, in any of the above mentioned plans that may be in effect at that time or any time thereafter for members of the Marlboro Township Education Association (MTEA).

## ARTICLE XII

### HOLIDAYS

The Board of Education agrees to grant all employees within the bargaining unit fifteen (15) paid holidays each year, as proposed by the bargaining unit. The scheduling of these holidays shall be approved, denied or modified annually by the Board of Education. Said schedule shall be given to bargaining unit employees as soon as possible following board approval. To be eligible for holiday pay, an employee shall work on the scheduled work day immediately preceding and immediately following the holiday, unless otherwise permitted by the contract.

## ARTICLE XIII

### PROTECTION OF OPERATIONAL ADMINISTRATORS AND PROPERTY

- A. In the event an emergency situation arises that is not covered by written Board policy, the Operational Administrator shall have the authority to make whatever decision he deems necessary for the general welfare and safety of students, staff, and public as relates to his assigned position.

- B. The Board of Education will indemnify the Operational Administrator in accordance with the provisions of N.J.S.A. 18A:16-6.

## ARTICLE XIV

### DEDUCTIONS FROM SALARY

#### A. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to deduct from the salaries of its Operational Administrators dues for any one or combination of associations as said Administrators individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Law of 1969 (N.J.S.A. 52:14-159e) and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.
2. Each of the associations shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board 60 day written notice prior to the effective date of such change.

#### B. LOCAL, STATE AND NATIONAL SERVICES

The Board agrees to deduct from Operational Administrators' salaries money for local, state and/or national association services and program as said Operational Administrators individually and voluntarily authorize the Board to deduct and to transmit monies promptly to such association or associations. Any Operational Administrator may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and appropriate association. This status shall remain in effect for 12 calendar months.

#### C. TAX SHELTERED ANNUITY

An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of R.S. 18A:66-127, et seq., and the terms of a group contract approved by the Board.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be reproduced at the expense of the Board, after agreement between parties on the format, and shall be distributed to all Operational Administrators employed by the Board.
- B. The use of the singular masculine pronoun herein shall include singular and plural, masculine and feminine.
- C. Should this Agreement conclude prior to the completion of a succeeding agreement, the provisions herein shall be continued until the acceptance of such contract officially by both parties.
- D. Nothing herein shall be changed, altered, or deleted without mutual consent of the Board and Association.

## ARTICLE XVI

### BOARD'S RIGHTS CLAUSE

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

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their demotion or dismissal and to promote and transfer all such employees.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement 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 and Laws of the State of New Jersey and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Laws of New Jersey, or any other national, county, district, or local laws or regulations as they pertain to education.

## ARTICLE XVII

### ENTIRE AGREEMENT

This agreement incorporates the entire understanding of the parties on 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 within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

This agreement shall be construed as though it were Board Policy for the term of this agreement and the Board shall carry out the commitments contained herein and give them full force and effect as though they were a Board policy.

## ARTICLE XVIII

### COMPENSATION

The schedule of compensation shall be in accordance with the schedules of compensation annexed hereto as Schedule A.

## ARTICLE XIX

### DURATION OF AGREEMENT

This agreement shall be effective July 1, 1994 except as set forth and shall continue until June 30, 1996.

## ARTICLE XX

### SEPARABILITY

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.

SCHEDULE "A"

SALARY SCHEDULE

POSITION	1994-1995	1995-1996
Supervisor of Buildings & Grounds	\$55,620.00	\$57,956.00
Supervisor of Safety & Risk Management	\$54,352.00	\$56,635.00
Transportation Coordinator	\$55,620.00	\$57,956.00
Assistant Transportation Coordinator	\$39,692.00	\$41,359.00

- A. In addition to the salaries listed above, all bargaining unit employees with more than ten (10) years of service in the district shall receive an annual non-cumulative longevity payment of \$900.00.
- B. The Board of Education may hire new employees without reference to the salary guide. However, in the second year of his/her contract, the employee will receive an increase consistent with the percentage increase granted for positions within the bargaining unit.

IN WITNESS WHEREOF, the Marlboro Township Operational Administrators has caused these presents to be signed by its President and Secretary and the Board has caused these presents to be signed by its President, attested by its Secretary, and its seal to be affixed all on the day and year first above written.

MARLBORO TOWNSHIP BOARD OF EDUCATION

ATTEST:

By: Carol Majonis  
PRESIDENT, CAROL MAJONIS

Annette Bunting  
SECRETARY, ANNETTE BUNTING

MARLBORO TOWNSHIP OPERATIONAL ADMINISTRATORS ASSOCIATION

ATTEST:

By: Teresa C. Dondrea  
PRESIDENT, TERESA C. DONDREA

Pamela Galgani  
SECRETARY, PAMELA GALGANI

b: MTOAA.WP5/NEGOTIATIONS