

CONTRACT AGREEMENT

X 1981-82 thru 1985-86

between

ROXBURY TOWNSHIP
BOARD OF EDUCATION

and

ROXBURY TOWNSHIP
ADMINISTRATORS' ASSOCIATION

(Succasunna, New Jersey)

LIBRARY
Institute of Management and
Labor Relations

MAR 2 1982

RUTGERS UNIVERSITY

TABLE OF CONTENTS

ARTICLE I		
Recognition.....	1	
ARTICLE II		
Procedure for Conducting Negotiations.....	2	
ARTICLE III		
Grievance Procedures.....	3	*
ARTICLE IV		
Administrators' Rights.....	7	
ARTICLE V		
Association Rights.....	8	
ARTICLE VI		
Administrative Time.....	9	
ARTICLE VII		
Administrative Employment.....	10	
ARTICLE VIII		
Payment of Salary Checks.....	11	
ARTICLE IX		
Deduction from Salary.....	12	
ARTICLE X		
Transfer and Assignments.....	13	
ARTICLE XI		
Leave Policy.....	14	
ARTICLE XII		
Management Team Communications.....	16	
ARTICLE XIII		
Professional Improvement Policies.....	17	*
ARTICLE XIV		
Insurance Protection.....	18	
ARTICLE XV		
Sabbatical Leaves.....	19	
ARTICLE XVI		
Separability.....	21	

ARTICLE XVII		
Administrators' Evaluation.....	22	*
ARTICLE XVIII		
Salary.....	23	
ARTICLE XIX		
Mutual Agreement.....	24	
ARTICLE XX		
Scope of the Agreement.....	25	
ARTICLE XXI		
Savings Clause.....	26	
ARTICLE XXII		
Board of Education Rights.....	27	
ARTICLE XXIII		
Duration of Agreement.....	28	
SCHEDULE A		
Salary Guide.....	29	*

*Indicates changes or additions to this contract.

AGREEMENT

THIS AGREEMENT made this 8th day of June, 1981 between the BOARD OF EDUCATION OF THE TOWNSHIP OF ROXBURY, in the County of Morris, State of New Jersey, a body corporate of the State of New Jersey ("the Board") and THE ROXBURY TOWNSHIP ADMINISTRATORS' ASSOCIATION ("the Association").

WHEREAS, the Board and Association in accordance with the New Jersey Employer-Employee Relations Act, have met and collectively negotiated in good faith the terms and conditions of employment for the members of the Association for the school years 1981-82 through 1985-86 and,

WHEREAS, as a result of the aforesaid collective negotiations, establishes this as a five (5) year contract with no reopeners in either language or salary.

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

ARTICLE I

RECOGNITION

The Board recognizes the Roxbury Township Administrators' Association as the exclusive majority representative within the meaning of the New Jersey Public Employer-Employee Relations Act for the following certificated personnel employed by the Roxbury Board of Education:

Principals

Assistant Principals

Vice-Principals

Curriculum Supervisors

Director of Special Services

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

ARTICLE II

PROCEDURE FOR CONDUCTING NEGOTIATIONS

A. Areas for Discussion and Agreement

The Association and the Board have agreed to negotiate in good faith, matters related to terms and conditions of employment.

B. Negotiating Teams

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

C. Exchange of Information

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

D. Consultants

In the event consultants are called upon during the negotiating sessions, the expenses will be borne by the party requesting the assistance.

ARTICLE III
GRIEVANCE PROCEDURES *

A. Definition

A grievance shall mean a complaint by an administrator or group of administrators that there has been to the administrator or group of administrators a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of this agreement.

A grievance to be considered under this procedure must be initiated in writing by the administrator(s) within twenty (20) calendar days from the date when the administrator(s) knew or should have known of its occurrence.

B. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved administrator to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(b) It is understood that administrators and the Board shall, notwithstanding the filing of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance is resolved and any effect thereof shall have been fully terminated.

2. Any administrator who has a grievance shall discuss it first with the immediate supervisor. If, as a result of

the supervisor's decision, the matter is not resolved to the satisfaction of the administrator, within five (5) working days, the administrator may then meet with the Superintendent, in an attempt to resolve the matter informally at these levels.

3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the administrator, within five (5) working days, the grievance shall be set forth in writing to the Superintendent specifying:
 - a. the nature of the grievance;
 - b. the nature and extent of the injury, loss or inconvenience;
 - c. the result of the previous discussions;
 - d. dissatisfaction with decisions previously rendered.

The Superintendent shall, within five (5) working days after the receipt of the grievance, provide for a hearing with the Superintendent and interested parties and shall communicate a decision, in writing, within five (5) school days following the conclusion of said hearings. Hearings shall be scheduled and conducted as expeditiously as possible.

4. If the grievance is not resolved to the administrator's satisfaction, the administrator, no later than five (5) working days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent's

Office who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the aggrieved present, and shall render a decision, in writing, within thirty (30) calendar days of receipt of the grievance by the Board.

5. (a) If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved and the aggrieved wishes a review by a third party, the aggrieved shall notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision, of the desire to have the decision reviewed by a third party. There shall be no right to review by a third party, however, of any issue involving the following: (i) a complaint of a non-tenure administrator which arises by reason of not being re-employed; (ii) a complaint by any certificated personnel occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or not required.
- (b) In the event the aggrieved person desires to secure the services of a third party hereunder, such a third party as an arbitrator shall be obtained from P.E.R.C. and the rules of that agency shall govern the arbitration except as inconsistent herewith;
- (c) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board. The decision of

the arbitrator shall be advisory only and shall not be final and binding upon the parties.

(d) In the event that binding arbitration for the resolution of grievances is imposed by State or Federal Law during the term of this agreement, it is agreed that such binding arbitration shall be incorporated in this agreement on the effective date of such law.

6. Any aggrieved person may be self represented at all stages of the grievance procedure, by a representative of choice, or one selected or approved by the Association.
7. The Board and the Association shall assure the aggrieved person freedom from restraint, interference, coercion, discrimination or reprisal in presenting the appeal with respect to the grievance.
8. The parties hereto shall be individually and severally responsible for all costs incurred by each in connection with grievance policy and only the fee and expenses, if any, of an arbitrator selected under Paragraph 5 hereunder shall be shared by each party, each paying one-half.
9. The grievance meetings and hearing under this procedure to his Article shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives; provided, however, that the terms of this paragraph shall be subject to the provisions of any applicable State or Federal Law.

ARTICLE IV

ADMINISTRATORS' RIGHTS

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

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

ARTICLE V

ASSOCIATION RIGHTS

The Board agrees to provide to the Association available information concerning the financial resources of the school district and such other information which may be necessary for the Association to process any grievance or complaint; provided that such information shall be furnished in accordance with the provisions of the right-to-know law.

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

ARTICLE VI

ADMINISTRATIVE TIME

A. The Board and the Association agree that it is the responsibility of the administrator to structure his working day and organization to insure that all duties are performed and obligations met. This concept recognizes the professional nature of the administrative position and the right of the Board to review, evaluate, supervise and approve the fulfillment of the requirements of the position of administrator.

B. Vacation Policy - Each administrator employed by the Board shall be entitled to twenty-five (25) vacation days during the school year. Administrators serving less than one full school year shall earn vacation time at the rate of two (2) days per month for each full month of service. With regard to vacation days granted hereunder, the parties hereto agree that administrators shall obtain prior approval from the superintendent as to the particular period(s) of vacation sought in order that the taking of vacations can be coordinated within the school district.

ARTICLE VII

ADMINISTRATIVE EMPLOYMENT

A. Administrators shall be placed on any step on the guide for the position offered as may be determined by the Board in its sole discretion.

B. Administrators shall be notified in writing of their employment for the coming year no later than April 30.

C. Any administrator employed prior to September 1 of any school year shall be given full credit for one (1) year of service towards the next increment step for the following year.

ARTICLE VIII

PAYMENT OF SALARY CHECKS

A. Administrators employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

B. Administrators may individually elect to have a designated portion of their monthly salary deducted from their pay checks. These funds shall be deposited with the TRI-CO Federated Teachers' Credit Union of Morristown, New Jersey. Every effort shall be made to insure that deposits are made before the tenth day of the following month.

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

Administrators new to the Roxbury School System may enroll in the TRI-CO program in September of their first year.

C. Administrators shall be paid twice monthly, on the 15th and 30th day of the month. When a holiday or weekend falls on the above dates, the administrators shall receive their checks on the date prior.

ARTICLE IX

DEDUCTION FROM SALARY

The Board agrees to make the following payroll deductions and consider other deductions on the basis of feasibility:

Tax Sheltered Annuity Plan

Teachers' Pension Supplemental Annuity Fund Plan

Teachers' Pension Group Life Insurance Plan

Employee Income Protection Plan

Employee Organization Dues

TRI-CO Savings Plan

Teachers' Pension and Annuity Fund Loan Plan

ARTICLE X

TRANSFER AND ASSIGNMENTS

A. Voluntary Transfer and Assignments

1. A vacancy is any administrative position that requires a certified member of the professional staff.

2. A list of administrative vacancies within the school system shall be posted in each building as they occur.

3. Administrators who desire a change in assignment or who desire to transfer to another building, may file a written statement of such desire with the superintendent before February 1 of the school year.

B. Involuntary Transfers

1. The parties hereto recognize the fact that the Board shall have the right to transfer an administrator to any assignment within the district is a Board decision. When such a transfer is made; consideration will be given to such things as length of service in the position and administrator competency.

2. An involuntary transfer shall not occur without the administrator first having the opportunity to meet and discuss it with the Superintendent; provided, however, that an administrator must request such a conference no later than five (5) working days following receipt of the notice of transfer.

ARTICLE XI
LEAVE POLICY

A. Sick Leave

Each administrator shall be entitled to twelve (12) sick leave days per year. After ten (10) years of service in the Roxbury School System, administrators will receive fourteen (14) sick days per year. Any unused sick leave days shall be accumulative and available for sick leave, if needed, in subsequent years. Previously accumulated unused sick days will be restored to all administrators returning from a Board approved leave of absence.

B. Temporary Leave of Absence With Pay

Each administrator shall be entitled to five (5) non-cumulative days leave per year with pay due to personal emergencies which shall include personal legal matters, religious holidays, severe illness in the family, marriage of the employee or a member of the employees' "immediate family" or other personal emergency; provided that prior to taking such leave the administrator shall provide reasons to the superintendent or his designee for such leave.

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

C. Military Leave

Military leave without pay shall be granted to any administrator who is inducted in any branch of the Armed Forces of the United States for the period of such induction.

ARTICLE XI - Continued

D. Compensation for Unused Sick Days on Retirement or Resignation

Upon resignation or retirement after ten (10) years of service in the Roxbury School System, the administrator shall receive a lump sum payment of \$17.00 per day for each unused day accumulated in the sick leave bank while employed by the Board before or after the effective date of this agreement.

ARTICLE XII

MANAGEMENT TEAM COMMUNICATIONS

Both parties hereby express the desire that there be close communications between the parties on matters related to the duties of the administrators within the school district. Both parties agree that it is desirable that members of the management team including the Board of Education, superintendent, business administrator, board secretary and all administrators, meet at least once a year for the purpose of facilitating such communications. Agendas may be formulated and exchanged by both parties prior to such meeting.

ARTICLE XIII

PROFESSIONAL IMPROVEMENT POLICIES

*

A. Tuition Payment Policy †

The Board agrees to pay one-half tuition costs for courses taken by an administrator at an accredited college or university not to exceed a maximum of six credits per semester or 18 credits per year. These courses shall be relevant to the principal area of employment as determined and approved by the Superintendent.

ARTICLE XIV
INSURANCE PROTECTION

The Board shall continue to provide the health care insurance protection listed below:

A. The Board will pay 100% family coverage for those participating in the following Roxbury School District insurance group plans:

Blue Cross

Blue Shield

Rider J.

Major Medical

Family - Prescription-Drug Plan
with a co-payment option

B. Should the Board require a physical of an administrator the Board shall assume the cost of said examination. Examinations shall be performed by the school physician or his designee.

C. During the course of this five (5) year contract, any and all * insurance benefits afforded to other units in the district shall be given to the Administrators, in the same amount and under the same conditions.

ARTICLE XV
SABBATICAL LEAVES

A. A sabbatical leave may be granted to administrators for study of value to the school system as determined by the superintendent with the final approval by the Board. Administrators may apply for a sabbatical leave upon completion of at least seven years of service in the Roxbury Township School District. Request for such leave shall be made before October 1 prior to the year for which such absence is requested. Such application shall be made on a form furnished by the Board and shall be accompanied with detailed proposal for study or research to be accomplished during the leave. Action on all such requests will be taken no later than the February 1 immediately preceding commencement of the school year for which the leave is requested.

B. An administrator on sabbatical leave for one (1) year shall receive one-half (1/2) of his full salary at the step the administrator's position. An administrator granted one-half (1/2) year leave shall receive full salary for the half year at the step the administrator would have attained had the administrator remained in the administrator's position. Salary payments shall be made semi-monthly in accordance with the schedule for the school system. All administrators granted and given sabbatical leaves shall receive full fringe benefits. Administrators shall receive credit on the salary schedule for sabbatical leave.

ARTICLE XV - Continued

C. Not more than one (1) administrator shall be granted sabbatical leave for the same year.

D. Administrators granted sabbatical leave are expected to return to the Roxbury Township School System for a minimum of two years following the sabbatical leave. If the administrator terminates employment before the end of this two-year period the administrator must repay to the Board the full amount of the salary received while on sabbatical leave.

E. Sabbatical leaves may be rescinded by the Board in its sole discretion at any time during the year for which such leave is granted when in the judgement of the Board the conditions under which such leave was granted have changed. It is agreed that the granting and/or rescinding of sabbatical leave hereunder shall be within the sole discretion of the Board. Any action taken by the Board in acting on an application for sabbatical leave or rescinding of any sabbatical leave shall not be a matter for grievance.

ARTICLE XVI

SEPARABILITY

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

ARTICLE XVII

ADMINISTRATOR'S EVALUATION

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

ARTICLE XVIII

SALARY

Salary of the administrators for the term of this Agreement shall be as set forth in Schedule A annexed hereto.

ARTICLE XIX

MUTUAL AGREEMENT

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

ARTICLE XX

SCOPE OF THE AGREEMENT

This agreement represents and incorporates the complete and final understanding and settlement of the parties of all bargainable issues which were or could have been the subject of negotiations. Subject to applicable law and the provisions of the New Jersey Employer-Employee Relations Act, during the terms of 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.

ARTICLE XXI

SAVINGS CLAUSE

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

ARTICLE XXII

BOARD OF EDUCATION RIGHTS

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

1. To exercise executive management and administrative control over the school system and its properties and facilities.

2. To hire all employees subject to the provisions of the law and subject to the limitations of this agreement.

3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary and/or advisable by the Board.

4. To control the means and methods of instruction, the selection of textbooks and other teaching materials, aids, and equipment.

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

ARTICLE XXIII

DURATION OF AGREEMENT

This agreement shall be effective during the period July 1, 1981 to June 30, 1986.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presence to be signed by their proper corporate officers and caused their proper corporate seals to be hereto affixed the day and year first above written.

THE BOARD OF EDUCATION OF
THE TOWNSHIP OF ROXBURY

By: Shuly Bauer
President

ATTEST:

By: [Signature]
Chairman, Negotiations
Committee

THE ROXBURY TOWNSHIP
ADMINISTRATORS' ASSOCIATION

By: Bennet A. Satz
President

ATTEST:

By: Charles J. Toole
Chairman, Negotiations
Committee

SCHEDULE A

1981-82 SALARY GUIDE

CURRICULUM SUPERVISORS
ASST. PRINCIPAL ELEM. SCHOOL

<u>Step</u>	<u>Ratio</u>	<u>Salary</u>
1	.9436	27,007
2	.9836	28,152
3	1.0236	29,296
4	1.0636	30,441
5	1.1036	31,586
6	1.1436	32,731

ASST. PRINCIPAL MIDDLE SCHOOL
DIRECTOR OF SPECIAL SERVICES

<u>Step</u>	<u>Ratio</u>	<u>Salary</u>
1	.9936	28,438
2	1.0336	29,583
3	1.0736	30,728
4	1.1136	31,872
5	1.1536	33,017
6	1.1936	34,162

ELEMENTARY PRINCIPAL
H.S. ASST. PRINCIPAL

<u>Step</u>	<u>Ratio</u>	<u>Salary</u>
1	1.0436	29,869
2	1.0936	31,300
3	1.1436	32,731
4	1.1936	34,162
5	1.2436	35,593
6	1.2936	37,024

MIDDLE SCHOOL PRINCIPAL

<u>Step</u>	<u>Ratio</u>	<u>Salary</u>
1	1.1436	32,731
2	1.1936	34,162
3	1.2436	35,593
4	1.2936	37,024
5	1.3436	38,455
6	1.3936	39,886

HIGH SCHOOL PRINCIPAL

<u>Step</u>	<u>Ratio</u>	<u>Salary</u>
1	1.2436	35,593
2	1.2936	37,024
3	1.3436	38,455
4	1.3936	39,886
5	1.4436	41,317
6	1.4936	42,748

A. Administrators salaries shall be calculated by multiplying the approved ratio times the top step of the M.A. +30 teachers' guide for each appropriate year of the contract.

B. Additional service increments of \$200 after 15, 20, 25, 30, 35, 40.

SCHEDULE A1

Ratios for 1982-83 and
1983-84 through 1985-86

CURRICULUM SUPERVISORS		ASST. PRINCIPAL MIDDLE SCHOOL		
ASST. PRINCIPAL ELEM. SCHOOL		DIRECTOR OF SPECIAL SERVICES		
Step	1982-83	1983-86	1982-83	1983-86
1	.9718	1.00	1.0018	1.03
2	1.0018	1.02	1.0417	1.05
3	1.0368	1.05	1.0768	1.08
4	1.0768	1.09	1.1168	1.12
5	1.1218	1.14	1.1618	1.17
6	1.1718	1.20	1.2118	1.23

ELEMENTARY PRINCIPAL		MIDDLE SCHOOL PRINCIPAL		HIGH SCHOOL PRINCIPAL	
H.S. ASST. PRINCIPAL					
Step	1982-83	1983-86	Step	1982-83	1983-86
1	1.0818	1.12	1	1.2468	1.25
2	1.1218	1.15	2	1.2868	1.28
3	1.1618	1.19	3	1.3318	1.32
4	1.2168	1.24	4	1.3818	1.37
5	1.2718	1.30	5	1.4368	1.43
6	1.3318	1.37	6	1.4968	1.50

A. Administrators salaries shall be calculated by multiplying the approved ratio times the top step of the M.A. +30 teachers' guide for each appropriate year of the contract.

B. Additional service increments of \$200.00 after 15, 20, 25, 30, 35, 40.