

SIDEBAR AGREEMENT
TO THE COLLECTIVE NEGOTIATIONS AGREEMENT
BETWEEN THE
READINGTON TOWNSHIP BOARD OF EDUCATION
AND THE
READINGTON TOWNSHIP ADMINISTRATORS' ASSOCIATION

WHEREAS, the Board of Education of the Township of Readington (hereinafter referred to as the "Board") and the Readington Township Administrators' Association (hereinafter referred to as the "Association") are parties (hereinafter collectively referred to as the "Parties") to a Collective Negotiations Agreement for the 2014-2015, 2015-2016 and 2016-2017 school years (hereinafter referred to as the "CNA"); and

WHEREAS, Article XI(D) of the CNA allows an administrator to obtain reimbursement of reasonable expenses from the Board in relation to the New Jersey Expedited Certification for Educational Leadership (hereinafter referred to as "NJ EXCEL"), so long as the administrator receiving reimbursement from the Board for NJ EXCEL serves a minimum of two (2) years in the Readington Township School District following completion of NJ EXCEL; and

WHEREAS, Article XI(D) further provides that in the event the administrator fails to serve a minimum of two (2) years in the District after completing NJ EXCEL, he/she shall be subject to repayment of 100% of the reimbursed expenses if he/she leaves the District in the first (1st) year following reimbursement (pro-rated on a monthly basis) and 50% of the reimbursed expenses if he/she leaves in the second (2nd) year following reimbursement 22 (pro-rated on a monthly basis); and

WHEREAS, Liana Rozsa a/k/a Liana Chernoff (hereinafter referred to as "Rozsa") is a non-tenured administrator, who was appointed in October 2012 and began working under her provisional Principal certificate in December 2012, and is covered by the CNA; and

WHEREAS, Rozsa completed her NJ EXCEL training earlier this year and was reimbursed by the Board for her expenses; and

WHEREAS, on May 12, 2015, the Board accepted Rozsa's Letter of Resignation to the Board with an effective date of June 30, 2015; and

WHEREAS, in consideration for the Board's decision to waive repayment of 100% of Rozsa's reimbursed expenses for NJ EXCEL, the Association agrees and hereby acknowledges that such action shall not constitute a past practice nor a waiver by the Board

of their right to strictly enforce the provisions of Article XI(D) should any administrator resign or is terminated during the two (2) years following the administrator's completion of NJ EXCEL.

NOW, THEREFORE, based on the foregoing premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Board shall waive Rozsa's repayment of 100% of the reimbursement for expenses associated with Rozsa's enrollment and completion of NJ EXCEL, despite the fact that she is leaving the District prior to the passage of the requisite two (2) years of service under Article XI(D) of the CNA.

2. Notwithstanding the Board's decision to waive repayment of the reimbursement to Rozsa for NJ EXCEL, the Association agrees and hereby acknowledges that such action shall not constitute a past practice nor a waiver by the Board of their right to strictly enforce the provisions of Article XI(D) should any administrator resign or is terminated during the two (2) years following the administrator's completion of NJ EXCEL.

3. This Sidebar Agreement shall not be used as precedent or constitute a basis upon which a past practice is alleged to exist.

4. The undersigned represent that they have the authority to execute this Sidebar Agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Sidebar Agreement to be executed by the Board and the Association, said Sidebar Agreement is to become effective and operative upon the fixing of the last signature hereto.

WITNESS:

READINGTON TOWNSHIP BOARD OF
EDUCATION

STEFFI-JO DECASAS
Business Administrator/
Board Secretary

BY: _____
CHERYL FILLER
Board President

DATED: _____

DATED: _____

WITNESS:

READINGTON TOWNSHIP
ADMINISTRATORS' ASSOCIATION

KAREN TUCKER
Secretary

BY: _____
KRISTEN HIGGINS
Association President

DATED: _____

DATED: _____