

AGREEMENT

BETWEEN

THE RAMAPO – INDIAN HILLS SUPERVISORS' ASSOCIATION

AND

**THE BOARD OF EDUCATION OF THE RAMAPO – INDIAN HILLS
REGIONAL HIGH SCHOOL DISTRICT**

In the County of Bergen, State of New Jersey

July 1, 2013 to June 30, 2016



Table of Contents

Agreement Between
The Ramapo-Indian Hills Board of Education
And
The Ramapo Indian Hills Supervisor's Association (RIHSA)

Article I:	Recognition	Page 2
Article II:	Negotiations Procedure	Page 2
Article III:	Grievance Procedure	Pages 2 - 5
Article IV:	Supervisor's Rights and Privileges	Pages 5 - 6
Article V:	RIHSA Rights and Privileges	Pages 6 - 7
Article VI:	Length of Work Year	Page 7 - 8
Article VII:	Supervisory Load and Teaching Periods	Pages -8 - 9
Article VIII:	Non-Supervisory & Non-Teaching Duties	Page 9
Article IX:	Supervisor Employment	Pages -9 - 10
Article X:	Salaries	Pages -10 - 12
Article XI:	Supervisor Evaluation Reports	Page 13
Article XII:	Sick Leave	Pages 13 - 15
Article XIII:	Temporary Leave of Absence	Pages 15 - 16
Article XIV:	Extended Leave of Absence	Pages 17 - 18
Article XV:	Vacations	Page 18
Article XVI:	Insurance Protection	Page 19
Article XVII:	Board of Education Rights	Page 19 - 20
Article XVIII:	Professional Development and Educational Improvement	Page 20
Article XX:	Duration of Agreement	Page 20

ARTICLE I
RECOGNITION

- A. The Board of Education (BOE) hereby recognizes the Ramapo Indian Hills Supervisor RIHSA (RIHSA) as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel represented by the RIHSA including:

Subject Supervisor
Director of Athletic and Student Activities

- B. Unless otherwise indicated, the term "Member", when used hereinafter in the Agreement, shall refer to all professional employees represented by the RIHSA in the negotiating unit as defined above.

ARTICLE II
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with N.J.S.A. 34:13A-1 et seq., in a good faith effort to reach agreement on the terms and conditions of employment. Any Agreement so negotiated shall apply to all Members, be reduced to writing, be signed by the Board of Education Representatives and the RIHSA Negotiating Representatives, and shall be subject to Board of Education and RIHSA consideration and ratification.
- B. This Agreement represents and incorporates the complete and final settlement by the parties of all issues that 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.
- C. All terms and conditions, including Schedule A, longevity calculations and the terms of the grievance procedure as specified in the Agreement between the BOE and the Ramapo Indian Hills Educators RIHSA (RIHEA), shall apply to members of the RIHSA, unless specifically addressed in the RIHSA Agreement.

ARTICLE III
GRIEVANCE PROCEDURE

- A. Definition: A grievance shall mean a complaint of a personal loss by a Department Supervisor (1) that there has been as to him or to her a violation, misinterpretation or inequitable application of any of the provisions of the Agreement, or (2) that he or she has been treated unfairly or inequitably by reason or any act or condition which is contrary to established BOE policy or administrative decision governing or affecting supervisors.

However, the term “grievance” shall not include or apply to any matter: (a) which is a complaint of a non-tenure Member arising by reason of his or her not being re-employed; or (b) which is a complaint by any Member occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not required; or (c) application of any rule or regulation of the State Commissioner of Education. A grievance to be considered under this procedure must be initiated by the Member within thirty (30) calendar days from the time when the Member knew or should have known of its occurrence. As used in this definition, the term “Member” shall mean also a group of Members having the same grievance.

B. Purpose: Any individual Member or group shall have the right to present a grievance affecting him or her. With respect to personal grievances, the Member shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting the grievance. The Member shall have the right to personally present the grievance or to request a representative. The RIHSA shall appoint the representative if requested. The Member has a right to have a representative appear with him or her commencing with Level Two and all subsequent levels of the Grievance Procedure.

C. Procedure:

1. Level One:

A Member with a grievance must submit it in writing to the building Principal and then discuss it with the objective of resolving the matter informally. In all cases, the building Principal or appropriate immediate supervisor, which may be the Business Administrator, shall issue a written response to the grievance at Level One within ten (10) working days of any written letter of grievance.

2. Level Two:

If, as a result of the informal discussion with the Principal, the matter is not resolved to the satisfaction of the Member, within seven (7) school days he or she shall set forth the complaint in writing to the Principal, stating:

- (a) The nature of the grievance.
- (b) The nature and extent of the loss, injury, or inconvenience, and the remedy requested.
- (c) The result of the previous discussion.
- (d) His or her dissatisfaction the decision previously rendered.

The Principal shall communicate his or her decision to the Member and to the RIHSA in writing within ten (10) school days of receipt of the written complaint.

3. Level Three:

The Member may appeal the Principal’s decision to the Superintendent of Schools within seven (7) school days. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based, including referent to the specific provisions of the Agreement, BOE policy, or administrative decisions that are in issue. Upon request by the Member, the Superintendent shall have a conference with the Member and RIHSA representative, if any. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to

exceed fifteen (15) school days. A decision shall be communicated by the Superintendent in writing to the Member, to the RIHSA, and to the Principal involved. Reference to this Article to the Superintendent of Schools shall include an appointed designee.

4. Level Four:

If the grievance is not resolved to the Member's satisfaction, he or she, no later than five (5) school 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 of Schools, who shall attach all related documents and forward the request to the Board of Education within five (5) school days. The appeal request shall state the alleged dissatisfaction with the Superintendent's action. The BOE may consider the appeal on the written record submitted, or the BOE may, on its own, elect to conduct a hearing; and may request the submission of additional written materials. Where additional written materials are requested by the BOE, copies thereof shall be served upon the adverse parties, who shall have the right to reply thereto. If the BOE conducts a hearing, it shall be held within twenty-one (21) calendar days of the receipt of the grievance appeal by the BOE. The BOE shall make a determination within thirty-five (35) calendar days from the receipt of the grievance appeal. Reference in this Article to the Board of Education (BOE) shall include a Committee of the Board.

No claim shall be processed beyond Level Four if such claim pertains in whole or in part to alleged misinterpretation, misapplication or violation of Board policy or of administrative decision.

5. Level Five:

If the Member does not accept the disposition of the grievance at Level Four and wishes review by a third party and the claim pertains exclusively to misinterpretation, misapplication, or a violation of any of the provisions of this Agreement, the RIHSA, if it agrees to process the grievance, shall so notify the BOE through the Superintendent within ten (10) school days of the receipt of the BOE decision. The RIHSA has the sole authority to process grievances beyond Level Four.

- A. In order to obtain the services of an arbitrator, a request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- B. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision that requires the commission of an act prohibited by or in violation of any law, or which is in violation of the terms of this Agreement.
- C. Each party will bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs that shall be shared by the two parties and they shall be shared equally.

The BOE may, at its election, institute a grievance against the RIHSA for claimed misinterpretation, misapplication or violation of this Agreement by the RIHSA or its representative. Prior to obtaining the services of an arbitrator, the BOE shall notify the RIHSA in writing of its intention so to do, with reasons. The parties shall meet within ten (10) school days after the date of such notice in order to attempt to resolve the matter.

If the grievance is not resolved within ten (10) school days after the first such meeting, the BOE may then proceed to obtain the services of an arbitrator by following the procedures of Level Five of the grievance procedure.

The arbitrator shall have no power to add or nor to subtract from or to modify any of the terms of the Agreement, nor shall he or she in any case, have the power to rule on any issue or dispute which is not an arbitrational grievance by law or as defined in this Article, or which is excepted from this grievance procedure or arbitrator's review by law or by any other provision of this Agreement, or on any decisions provided by this Agreement to be made at the discretion of the Superintendent or the BOE. The decision of the arbitrator shall be submitted to the BOE and the RIHSA and shall be advisory only.

- D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved Member 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 the step. Time periods contained in the grievance procedure may be extended by mutual agreement in writing.
- E. It is understood that Members shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rule and regulations of the BOE.
- F. Since it is important that grievances be processed as rapidly as possible, every effort should be made to expedite the process.
- G. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the academic school year, or if it is filed after the end of the school year, then the time limits shall be established by counting the work days following the end of the academic school year as school days, provided that "work days" refers to the work days of the administrator who is involved in the applicable level of this grievance procedure.

ARTICLE IV

SUPERVISOR'S RIGHTS AND PRIVILEGES

- A. Pursuant to N.J.S.A. 34:13A-1 et seq., the parties hereby agree that every Member shall have the right freely to organize, join, and support the RIHSA and its affiliates, for the purpose of engaging in collective negotiations, or to refrain from any such activity. The BOE and the RIHSA agree that they shall not discriminate against any Member with respect to hours, wages, or any terms or conditions of employment, by reason of his membership or lack thereof in the RIHSA and its affiliates, collective negotiations with the BOE, or the institution of any grievance, complaint, or proceeding under this Agreement or lack thereof with respect to any terms or conditions of employment.
- B. A Member shall have the right, upon reasonable request, to review the contents of his or her personnel file and to receive copies therein except for items deemed confidential.
No material derogatory to a Member's conduct, service, character or personality shall be placed in his or her personnel file unless the Member has had an opportunity to review such materials by affixing his or her signature to the copy to be filed, with the express understanding that such signature in no

way indicates agreement with the contents thereof. The Member shall also have the right to submit a written answer to such material and his or her answer shall be reviewed by the Superintendent or an appointed designee and attached to the file copy.

- C. Any written communication, favorable or unfavorable, regarding a Member or group of Members made to any member of the administration by any parent or student will be called to the attention of the RIHSA involved within thirty (30) school days. The foregoing shall not be deemed to restrict members of the Administration from attempting to resolve informally complaints regarding a RIHSA Members before a written complaint is accepted.
- D. Each Member shall belong to at least one professional supervisory organization; the BOE agrees to pay 100% of the dues for the New Jersey Principals and Supervisors Association and the Ramapo-Indian Hills Supervisors Association.
- E. A yearly physical examination is to be secured by each Member of the RIHSA on an optional basis. The BOE agrees to reimburse up to \$200 per year per Member toward the cost thereof, after the bill has been submitted for possible insurance coverage.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Release Time for Meetings: It is the intention of both parties that Members will pursue negotiations, grievance procedures, and conferences pertaining to the RIHSA at such times that these events will not intrude on the working hours of the Members, or the period of time that is to be devoted to the School District. Where both parties to this Agreement mutually agree to schedule such activities during working hours, the individuals participating shall suffer no loss in pay or benefits therefore.
- B. Use of the School Building: The BOE shall extend as a courtesy to the RIHSA, the right to transact official RIHSA business on school property during the normal hours of building activities provided that same does not interfere with, intrude upon, or interrupt normal school operations. Continuance of this courtesy and reasonable regulation of the same shall be exclusively within the discretion of the BOE.
- C. Use of School Equipment: The BOE again, as a courtesy to the RIHSA, shall extend the use of such school facilities and equipment such as computers and copiers, provided the use of such equipment does not intrude upon BOE functions and in such hours and under such circumstances as to be designated by the BOE. The RIHSA acknowledges that this is a courtesy in the complete discretion of the BOE, and agrees to pay for all reasonable cost of materials, supplies and equipment incident to such use.
- D. Exclusive Rights: The rights and privileges of the RIHSA and its members as set forth in this Agreement shall be granted only to the RIHSA as the exclusive representative of the Member, as defined in the unit, and to no other organization.
- E. Any district-wide committee formed by the BOE containing parents and students and dealing with the educational program shall have at least one RIHSA representative.

- F. Representatives of the RIHSA shall be permitted to transact official RIHSA business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and provided that such representatives check in at the building Principal's office when entering the building.

ARTICLE VI

LENGTH OF WORK YEAR

The length of the standard work year for all RIHSA Members shall be as follows:

- A. Article VI, Length of Work Year. The length of the standard work year for all RIHSA Members shall be as follows:

All Subject Supervisors shall be 10-month employees, and will continue to perform voluntarily only such services during the nonacademic year as are necessary to carry out their roles, which shall require Subject Supervisors to work a total of 190 school days for the 2013-2014 school year, 190 school days for the 2014-2015 school year, plus ten (10) hours of professional growth, curriculum development, and/or in-service training, 193 days, inclusive of 190 in-school days for the 2015-2016 school year, plus twenty-one (21) hours of professional growth, curriculum development, and/or in-service training. The provision and monitoring of the twenty-one (21) hours of professional growth, curriculum development, and/or in-service training shall be determined by the Superintendent or her designee and may include, among other professional activities:

- District provided professional development opportunities
- Internet-based professional development courses
- Professional Webinars
- Independent research on topics supporting District goals/initiatives
- Preparation time for professional development presentations to staff
- Preparation time for informative conferences/presentations to parents and community members
- Attendance at professional conferences
- Professional Learning Community participation
- Marking Period Exam development for teaching supervisors
- Development of SGOs and Leadership Program objectives

These days will be scheduled between the first day for teachers in September and the last professional development day in June. Additionally, Supervisors may be required to work two (2) additional days to be scheduled either between September 1st and the beginning of the academic year, and/or between the end of the academic year through June 30th. Supervisors will be notified by May 15th if they are to be scheduled to work during these timeframes. These days will be planned and scheduled by the Superintendent with input from the Supervisor(s).

In addition, ten (10)-month district-wide Supervisors shall work up to fifteen (15) days, while building-based Supervisors shall work up to ten (10) days, to be scheduled between July 1st and August 31st. The scheduling of these days and their utilization, will be determined annually by the Superintendent with input from the Subject Supervisor(s) on or before May 15.

Subject Supervisors will be compensated at their appropriate per diem salary for each such day worked.

- B. Directors of Athletics and Student Activities shall be 12-month employees.

ARTICLE VII

SUPERVISORY LOAD AND TEACHING PERIODS

- A. A subject supervisor's "supervisory load" is to serve as a department-level educational leader, responsible for the smooth functioning of all aspects of his or her respective department, which includes such responsibilities as ongoing review of curriculum, observation and evaluation of teachers, hiring of staff, being intermediaries between the front office and the central office for parent concerns, maintaining articulation with sending districts, serving on various committees, ensuring effective use of the District's technology, developing and maintaining UP programs, ordering, maintaining and delivering textbooks and other supplies, and so forth.
- B. A subject supervisor's active teaching load shall be two (2) instructional assignments, to be defined as ten (10) pupil-contact periods per week.
- C. In the advent of an emergency situation, defined as an extended loss of a certificated staff member, or the inability to fill a position with a qualified person, a supervisor may be expected to take on additional responsibilities for a temporary period of time. The definition of a temporary period of time will be thirty (30) school days with the option for the supervisor to accept or reject an additional period of fifteen (15) school days. Compensation for a teacher replacement will begin on the seventh (7th) day at the rate of \$45.00 per class taught, with a cap of \$135.00 per day. However, the cap may be exceeded based on the needs of the District and with the approval of the Superintendent. Compensation for a supervisor replacement will begin on the eleventh (11th) day, at the rate of \$125.00 per day. The intention of this provision is to ensure delivery of instruction and supervision until such time as a certificated teacher or supervisor can be found. Before compensation is to begin, approval must be obtained from the Principal and the Superintendent.
- D. The emergency situation as described above in paragraph C shall be implemented in coordination with the appropriate stipulations in the RIHEA Contract with the BOE, Article XV, Section P, Paragraphs a-c and e-h. Paragraph "d" of the teachers' contract shall be replaced by the terms specified in paragraph C, above.
- E. In the event of the absence of an Assistant Principal, a Supervisor may be requested to assume additional responsibilities for a temporary period of time. A Supervisor has the right to decline the request to assume the additional responsibilities. The definition of a temporary period of time will be thirty (30) schools days with the option to extend the temporary period of time to a maximum of an additional period of fifteen (15) school days with the mutual consent of the Supervisor and the Superintendent.

Compensation for an Assistant Principal replacement will be \$175 per day and may be prorated for any partial days. Before compensation is to begin for the additional replacements, the Supervisor must obtain approval from both the Principal and the Superintendent.

The Supervisor being considered for the position must hold appropriate certification and be tenured as a Supervisor in the district. The Supervisor will be selected by the Principal and approved by the Superintendent.

ARTICLE VIII

NON-SUPERVISORY AND NON-TEACHING DUTIES

- A. The BOE and the RIHSA acknowledge that a Member's primary responsibility is to supervise and teach, and that energies should, to the extent possible, be utilized to this end. As professionals, Member's may occasionally be requested to perform student supervisory duties, and from time to time are expected to perform such duties on request or on their own under appropriate circumstances. It is, however, the BOE's expressed intention that such student supervisory duties not be assigned on a regular basis so as to substantially detract from the instructional supervisory role of any Member.
- B. Members shall not be required to drive students to activities that take place away from the school building. A Member may do so voluntarily, however, with the advance approval of the Principal. The Member shall be compensated at the applicable approved and prevailing rate as determined by the IRS guidelines.

ARTICLE IX

SUPERVISOR EMPLOYMENT

- A. Members with non-tenured status shall receive notification of continuous employment for the forthcoming school year by May 15.
- B. The BOE shall provide gym uniforms for Physical Education Subject Supervisors, and laboratory coats for the Science Supervisors in accordance with specifications agreed to by the BOE Business Administrator and the Supervisors. Proper laundering service for all of the said items shall be provided without charge to the Supervisor.
- C. All Members, except those newly hired, shall be given written notice of their subject area assignment and building assignments for the forthcoming school year before July 1.

ARTICLE X

SALARIES

- A. A Supervisor's Base Salary shall be the sum of:
 - 1. The salary as a teacher (as specified in the Agreement between the BOE and the RIHSA)
Added to:
 - 2. The Supervisor's Stipend (as specified in the Agreement between the BOE and the RIHSA)

Added to:

3. Longevity (as specified in the Agreement between the BOE and the RIHSA, if applicable)

Added to:

4. Doctorate premium (as specified in the Agreement between the BOE and the RIHSA, if applicable)

B. A Supervisor's Total Salary shall be the sum of the Base Salary (as above) + Summer Pay

Summer pay is to be calculated as follows:

- For the 2013-2014 school year; the Supervisor's Base Salary (as above), divided by 190 (per diem rate), multiplied by the number of summer workdays approved by the Superintendent as required by Article VI of the Agreement.
- For the 2014-2015 school year; the Supervisor's Base Salary (as above), divided by 190, (per diem rate), multiplied by the number of summer workdays approved by the Superintendent as required by Article IV of the Agreement.
- For the 2015-2016 school year; the Supervisor's Base Salary (as above) divided by 193, (per diem rate), multiplied by the number of summer workdays approved by the Superintendent as required by Article VI of the Agreement.

C. Subject Supervisor will be placed on the following Supervisor's Stipend Guide retroactive to July 1, 2013 in accordance with administrative recommendations:

Supervisors' Stipend Guide

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Step 1	\$15,450	\$15,850	\$16,350
Step 2	\$17,100	\$17,500	\$18,000
Step 3	\$19,200	\$19,600	\$20,100
Step 4	\$21,300	\$21,700	\$22,200

D. Directors of Athletics and Activities (2). The individual salaries of each Director of Athletics and Activities shall be increased by \$2,500 in 2013-2014; \$2,500 in 2014-2015 and \$2,500 in 2015-2016. The salary ranges for the Directors of Athletics and Activities shall be as follow:

2013-2014: \$100,000 - \$129,700
2014-2015: \$100,000 - \$132,200
2015-2016: \$100,000 - \$134,700

E. Longevity provisions as specified in the Agreement between the BOE and the RIHEA will also apply.

F. Miscellaneous Provisions

1. "Summer earnings" will be included in the supervisors' ten (10) month base contract.
2. Members employed on a 10-month basis shall be paid in twenty (20) semi-monthly installments.
3. Members employed on a 12-month basis shall be paid in twenty-four (24) semi-monthly installments.
4. Members employed on a 10-month basis may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the Member on the final payday in June, or in semi-monthly installments according to a schedule of payment throughout the summer at the option of a majority of those participating in the summer payment plan. As permitted by law, any interest accruing to such deduction shall be added to these payments. In the event of termination of employment in the district, these funds shall be paid to the Member, or to his or her estate upon death.
5. When a payday falls on or during a school holiday, vacation, or weekend, Members shall receive their paycheck on the last previous working day.
6. Members shall receive their final paycheck and the pay schedule for the following school year on or before the last day on which their attendance is required. Ten (10)-month Members leaving prior to the last official day for their position will have their final paycheck mailed to their current address, as listed with the district, prior to June 30th of that year.

G. Limitation of Rights

1. Nothing in this Agreement or any schedule hereto shall be construed to limit or modify the rights of the District or the rights of any Member under N.J.S.A.18A:28-5.
2. Procedures will be implemented effective in the 1997-98 school year regarding possible temporary secretarial assistance, utilization of substitutes and the provision of professional improvement and growth opportunities, as these matters relate to the reorganization.

ARTICLE XI

SUPERVISOR EVALUATION REPORTS

Monitoring and Observation

1. All monitoring or observation of the work performance of a Member shall be conducted openly and with the full knowledge of the Supervisor/person being evaluated.
2. Each member will be given a copy of written observations or of evaluation reports prepared by his/her evaluators, at least twenty-four (24) hours before the day of the scheduled conference. No such report shall be placed in the Member's file or otherwise acted upon without prior conference with the Member unless the Member chooses not to have such a conference.

ARTICLE XII

SICK LEAVE

A. Definition of Sick Leave:

Sick leave is hereby defined to mean the absence from his/her post of duty, of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of contagious disease of being quarantined for such a disease in his/her immediate household.

B. Sick Leave Allowable:

All persons holding any office, position or employment in the District, who are steadily employed by the BOE or who are protected by tenure in their office, position, or employment under the provisions of any law, except persons in the classified service of the Civil Service under Title II, Civil Service, of the Revised Statutes, shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year, or a pro-rated share thereof.

C. Payment of Sick Leave for Service Connected Disability:

Whenever any member entitled to sick leave under this Article is absent from his/her post of duty as a result of personal injury caused by an accident arising out of and in the course of his/her employment, his/her employer shall pay to such Member the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in Sections B and D hereof.

Salary or wage payments provided in this section 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, Labor and Workmen's Compensation, 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 Workmen's Compensation award made for temporary disability.

D. Accumulated Sick Leave:

If any such person requires in any school year fewer than the specified number of days of sick leave with sick pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

E. Credited with Unused Sick Leave:

Whenever the BOE employs any person who has an unused accumulation of sick leave days from another school district in New Jersey, the Board may, at its discretion, grant, not later than the end of the first year of employment, part or full credit therefore. The amount of any such credit shall be fixed by resolution of the Board uniformly applicable to all employees and subject to the provisions of Chapter 30 of Title 18A, Revised Statutes.

F. Certificate Issued Showing Unused Sick Leave:

Upon termination of employment of any Member the Board shall issue, at the request of the member, a certificate stating such Member's unused accumulation of sick leave days as of the date of such

termination. Such certificate shall be filed with the new employer within one (1) year of the date or such new employment.

G. Accumulation of Sick Leave Credited; Use; Accumulation; Leave Irrevocable:

The accumulation of sick leave days from another district, when granted in accordance with this Article, shall be credited upon receipt of the certificate of the prior employer. The days of sick leave so credited may be used immediately or if not so used shall be accumulative for additional leave thereafter as may be needed. The number of such days when granted shall be irrevocable by the Board.

H. Physicians Certificate Required for Sick Leave:

In case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the BOE in order to obtain sick leave.

I. Prolonged Absence Beyond Sick Leave Period:

When absence, under the circumstances described in Section A of the Article, exceed the annual sick leave and the accumulated sick leave, the BOE may pay any estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the BOE in each individual case. A day's salary is defined as 1/190th of the annual salary for ten (10)-month Members and 1/280th of the annual salary for twelve (12)-month Members.

J. Power of the Board of Education to Pay Salaries:

Nothing in this Article shall affect the right of the BOE to fix, either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave, or to grant sick leave over and above the minimum sick leave as defined in this chapter or allowing days to accumulate over and above those provided for in Section 8, except that no person shall be allowed to increase his/her total accumulation by more than fifteen (15) days in any one (1) year.

K. Twelve-Month Employees:

Employees on a twelve (12)-month basis shall be entitled to two (2) additional cumulative sick days.

L. Upon retirement, Members of the Association shall receive payment for all unused sick days accumulated after June 30, 1973, on the following basis:

1. For each such unused sick day the retiring Member shall be paid 1/360th of the annual salary stipulated for the first (1st) step of the B.A. guide for the year in which the sick day was accumulated.
2. For the purpose of this computation sick days hereafter taken shall be charged against and deducted first from those accumulated in 1973, and thereafter from those accumulated in each subsequent year to the end that those sick days first accumulated shall be those first lost for the purpose of computation.

Effective July 1, 2007, the payout for unused sick days upon retirement shall be modified as follows:

- a) for certificated staff, all current unused sick day balances based on current calculation procedures (as in Section L-1, above) shall be frozen as of June 30, 2007;

- b) all unused sick days accumulated after July 1, 2007, will be paid out upon retirement at the rate of \$125 a day to a maximum of 200 days;
- c) for purposes of calculation, utilized sick days will be deducted first from the non-payment days;
- d) each member's sick day balance, as of June 30, 2007, including carry-over personal days and Bell Schedule Grievance days, and the total monetary value of those days as of June 30, 2007, shall be identified in writing and disseminated to each individual certificated employee, by December 31, 2007.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

Members shall be entitled to temporary non-cumulative leaves of absence with full pay each school year as hereinafter set forth:

A. Definition of Terms:

- 1. By "immediate family" is meant any relative residing in the household as that of the Member, or any of the following relatives: mother, father, brother, sister, children, stepmother, stepfather, stepbrother, stepsister, stepchildren, mother-in-law, father-in-law, domestic partner.
- 2. By "the family" is meant any relative not residing in the same household as that of the Member, namely aunt, uncle, niece, nephew, grandchildren, grandparents, brother-in-law, and sister-in-law.

B. Absence for reasons given below, not allowable as sick leave, will be granted as follows: (non-cumulative)

- 1. Up to five (5) days for death in the immediate family without deduction of pay.
- 2. Up to three (3) days for death in the family without deduction of pay.
- 3. Up to a total of four (4) days per school year with full pay for personal reasons.

Absences covered by this provision shall not, except in cases of extreme emergency, be permitted on the days immediately preceding or following a weekend, school holiday, vacation or recess period. Requests for personal day leave shall be submitted in writing at least three school days in advance of the personal day.

- 4. All unused personal days will accumulate as sick days eligible for retirement compensation only. Such days shall not be added to an employee's sick day allowance for purposes of use as sick days.
- 5. In the event of the death of a teacher or supervisor in the Ramapo Indian Hills Regional High School District, the Principal of said teacher or supervisor shall grant to a number of teachers and supervisors, appropriate in his/her discretion, sufficient time off to attend the funeral.

6. Up to three (3) additional days per school year with a minimum deduction of the amount normally paid a substitute per day for reasons such as closing titles, moving day, court appearance, appearing at Internal Revenue Bureau, entering offspring in college, attending graduation of offspring or spouse, attending the wedding of a member of the immediate family, marriage, illness in immediate family, medical tests, adoption, and so forth.
7. Full deduction (1/190th of the annual contract salary) if absence is in excess of the days allowable for reasons given in this Article.

C. Absence for Professional and Legal Reasons:

No deduction in salary will be made if a Supervisor is absent for professional reasons such as attending a convention, conference or meeting, seminar, Grant-in-aid Program, summer school session, work shop, clinic, visiting schools, or on school business relative to the Member's work, provided that approval has been given in advance by the Superintendent or his/her designee.

D. Schedule of Pay Deductions:

1. When a Member has used during any school year the ten (10) days sick leave allowable by law, and all accumulated sick leave allowed under the provisions of this contract, full deduction (1/190th of annual salary) will be made for each day's absence unless leave is extended by vote of the BOE.
2. When a Member is absent for any reason not recorded in this contract and not excused or excusable under the provisions of this contract, full deduction (1/190th of annual salary) will be made for each day's absence, unless waived by vote of the BOE.

E. Report of Reason for Absence:

Each Member, upon return to school following absence, shall report on a form supplied by the Principal, the dates of and reason for the absence.

F. Leave taken under this Article shall be in addition to any sick leave to which the Member is entitled.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

- A. If required by law, military leave without pay shall be granted to any Member who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- B. Members shall be granted maternity leaves of absence in accordance with the following regulations:
 1. Maternity:

Members shall be granted maternity leaves of absence in accordance with the guidelines established by applicable court decisions.
 2. Adoption:
 - (a) Any tenured Member, male or female, adopting a child may receive a voluntary leave of absence for the duration of one (1) year, which leave shall commence not more than two (2) weeks prior to the

date upon which the Member is to receive custody of the infant, provided, however, that the leave may commence earlier if necessary to fulfill the requirement of adoption.

(b) Said Member shall be required to notify the BOE of this request not later than sixty (60) days prior to the date custody of the child is scheduled to be received. In cases where both the husband and wife are employed in this school system, only one of the said persons shall be entitled to such leave.

(c) For classroom continuity and education, the BOE may elect to permit the Member to return only at the commencement of a semester.

C. A leave of absence without pay shall be granted for the purpose of caring for a sick member of the immediate family, such leave to be for the remainder of the current school year and one (1) additional school year thereafter, if necessary.

D. Other leaves of absence without pay may be granted by the Board.

1. Upon return from leave granted pursuant to Section A of this Article, a Member shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time required for acquiring tenure. A Member shall not receive increment credit for time spent on a leave granted pursuant to Section B, C, or D of this Article, nor shall such time count toward the fulfillment of the time requirement for acquiring tenure.

2. All benefits to which a Member was entitled at the time his/her leave of absence commenced, including accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position, if available.

F. All extensions or renewal of leaves shall be in writing.

G. Not later than March 1st of the year in which any leave granted under this Article expires, the Member on leave must notify the BOE, in writing through the office of the Principal, concerning his/her intention with regard to return to duty.

ARTICLE XV

VACATIONS

Annual vacation for each twelve (12)-month Member shall be taken within the contract year at such times to be determined or specified by the Superintendent of Schools.

A. Twelve-month Members shall be entitled to the following annual vacation time:

1. Twenty (20) vacation days per year;

- plus -

2. One (1) of the three (3) regularly scheduled periods when students are not in attendance, commonly known as Christmas, Winter and Spring, closings. This, as the annual vacation, shall be specified by the Superintendent of Schools, by October 1st of that school year.

3. Upon reasonable notice to the Superintendent of Schools and subject to his/her prior approval, any 12-month Member may combine his/her vacation entitlement specified in two (2) above with the vacation entitlement specified in one (1) above.
4. Twelve (12)-month Members may, without the prior written approval of the Superintendent, carry over to the following school year up to five (5) days' vacation time, which cannot be utilized during the current school year. The referred to five (5) days may be scheduled to be taken only during such period of time as school is not in session, and scheduling shall be in the discretion of the Superintendent.
5. Each twelve (12)-month Member employed hereafter shall earn vacation time as provided above only after the successful completion of the initial school year's employment and thereafter only after the successful completion of each succeeding full school year's employment. A 12-month Member whose initial or final school year of employment shall be for less than an entire school year shall receive a prorated share of the vacation time provided above after the successful completion of such initial or final partial school year of employment.
6. Any changes made or negotiated with other 12-month administrative employees regarding vacations shall likewise be made applicable to members of the Association as soon thereafter as practicable.

ARTICLE XVI

INSURANCE PROTECTION

The BOE shall provide health care insurance protection as indicated and pay the full premium for both members and full family coverage, subject to the employees' obligation to make contributions pursuant to P.L. 2011, c. 78 and N.J.S.A. 18A:16-17 et seq., as follows:

- A. For the 2013-2014 and 2014-2015 school years, health coverage is provided by Horizon Blue Cross/Blue Shield of New Jersey as described in the agreement between the BOE and the RIHEA.

Effective July 1, 2014, the prescription drug insurance plan shall be limited to the District's stand-alone prescription plan as set forth in the agreement between the BOE and the RIHEA.

For the 2015-2016 school year, health coverage is provided by Aetna as described in the agreement between the BOE and the RIHEA.

- B. Delta Dental plan with a \$100 employee and \$300 family deductible per calendar year. Employees will be provided an opportunity to enroll in the Preferred Provide Option (P.P.O.) if a minimum of fifty (50) employees are enrolled.

The BOE shall consult with Association representatives before implementing any changes in coverage in the Health Insurance Program.

ARTICLE XVII

BOARD'S RIGHTS

- A. The BOE, subject only to the express written 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. By way of illustration, and not by way of limitation of the rights and responsibilities reserved to the Board, are the rights to the executive management and administrative control of the school system and its properties and facilities of its employees; to hire, assign, transfer and retain employees covered by the Agreement, or to suspend, demote, discharge, or to take other disciplinary action against employees; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide upon the means and methods of instruction and the duties and responsibilities and assignments of employees with respect thereto and with respect to the administrative and non-teaching duties and the terms and conditions of employment; to create, abolish, fill or fail to fill any position, including those listed on Salary Guide Supplements; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities to contract out such functions and operations and to take whatever other action as may be necessary to accomplish the mission of the School District in any situation. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and 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 to the extent such specifically written 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 XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The provisions of Article XXIV of the contract between the BOE and the RIHEA, Inc., shall be applicable to members, except that:

- A. Courses in administration will be permitted for reimbursement.
- B. Any Member who has not as yet attained the M.A. +30 category shall be eligible to receive an additional \$300 tuition reimbursement per year for each of the contract school years.
- C. In addition to tuition reimbursement, any supervisor may apply to the BOE through the Superintendent for permission to pursue professional development directly related and beneficial to his/her assigned department. Any such request may be approved by the BOE.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be for a term of three years, commencing, retroactive, to the first day of July 2013, and terminating on the thirtieth day of June 2016. The terms of the agreement are 2013-2016.



Linda Bergrin, RIHSA President

8-25-15
Date



Joseph DelBuono, RIHSA Vice President

8.25.15
Date



Erika McGavin, RIHSA Vice President

8.25.15
Date



Denise Colaneri, RIHSA Treasurer

8.25.15
Date



Thomas Bunting, RIH BOE, President

8/15/15
Date