

Contract no. 441

16-11

INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JUL 2 1989
RUTGERS UNIVERSITY

AGREEMENT BETWEEN
RINGWOOD BOARD OF EDUCATION
AND
RINGWOOD ADMINISTRATORS AND SUPERVISORS ASSOCIATION
JULY 1, 1989 - JUNE 30, 1992



P R E A M B L E

This AGREEMENT made and entered into as of this 24th day of July 1989 by and between the Board of Education of the Ringwood School District and the Ringwood Administrators and Supervisors Association, New Jersey Principals and Supervisors Association (Hereinafter referred to as RASA.)

WHEREAS RASA has submitted satisfactory evidence that it represents a majority of supervisory employees in the titles covered by this agreement: and

WHEREAS RASA is therefore deemed to be the exclusive collective bargaining representative of all administrative employees covered by this agreement: and

WHEREAS an agreement entered into by and between the parties on July 1, 1989 by its term will expire June 30, 1992.

Now therefore it is agreed as follows:



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ARTICLE I - RECOGNITION

Pursuant to the provisions of Chapter 303 of the Laws of 1968, as amended by Chapter 123 of the Laws of 1974, the Ringwood Board of Education hereby recognizes the Ringwood Administrators and Supervisors Association as majority representative and as the exclusive and sole representative for collective negotiations with respect to the salary and the terms and conditions of employment for the following personnel whether under contract, on leave, now employed or as may be hereinafter employed by the Board:

PRINCIPALS

VICE PRINCIPALS

ARTICLE II - GRIEVANCE PROCEDURES

A. Definitions

1. A "grievance" is a claim by a member of the Association that he has been treated unfairly or improperly in terms of the application or violation of this contract, Board policies and Administrative decisions affecting terms and conditions of employment.
2. An "aggrieved person" is the person or persons making the claim.
3. A grievance to be considered under this procedure must be initiated within 30 calendar days.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to any grievance which may arise affecting members of RASA.

C. Procedures

1. The time limits indicated at each level should be considered as the maximum times and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual written agreement.
2. The following shall be the order of appeal in all cases involving an aggrieved member in this unit.

| <u>Grievant</u> | <u>Step 1 (Informal)</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> |
|-----------------|------------------------------|---------------|---------------|---------------|
| Vice Principal | — | Principal | CSA | Board |
| Principal | | | CSA | Board |

Step 1: The grievant shall first discuss the grievance informally with their immediate superior (as per Section 2). Such complaint shall be made within the 30 calendar day limit. If no satisfactory disposition of grievance is reached informally, the grievant may move to the next appropriate step.

Step 2: (Vice Principal Only)
 If the grievance hasn't been satisfactorily resolved informally in Step 1, the grievant shall have ten (10) school days to file a formal written grievance with their immediate superior. Failure to file the grievance within this or any other time limits stated shall serve to show abandonment of the grievance by the grievant. The Superior administrator shall respond in writing to this grievance within ten (10) school days, sending a copy of the grievance and his/her response to both the grievant and the CSA.

ARTICLE II - GRIEVANCE PROCEDURES (Continued)

- Step 3: If no satisfactory resolution of the grievance is reached at Step 2 or the grievant is a Principal, the grievant shall have ten (10) school days to file a written grievance with the CSA. The CSA shall, within ten (10) school days, notify the grievant of a specific date for a meeting to review the grievance. The CSA shall then submit a written decision on the grievance to the grievant within twenty (20) days from the time of the meeting.
- Step 4: If no satisfactory resolution is reached at Step 3, the grievant shall have ten (10) school days to file a written appeal with the Board of Education. Said request shall be made in writing with copies to the CSA and the Board Secretary. The Board will, as early as possible, set a date for a hearing on the grievance and will, as soon as possible, but not later than two (2) months after the hearing, render a decision in writing and forward same to the grievant.
- Step 5: Advisory Arbitration
- a. If the aggrieved person is not satisfied with the disposition of their grievance at Step 4, they may, within ten (10) school days after a decision by the Board, submit the grievance to advisory arbitration. Only those grievances pertaining to contractual matters may proceed to this level.
 - b. Within ten (10) school days after such written notice of submission to advisory arbitration, the Board and the aggrieved or their representative 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 period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
 - c. The arbitrator so selected shall confer with the representatives of the Board and the aggrieved or their representative and hold meetings promptly and shall issue their decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to them. The arbitrator shall be without power or authority to any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The arbitrator shall further be without the power or authority to add anything to or subtract anything from the specific provisions of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and the aggrieved.
 - d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the party submitting the grievance. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE III - SICK LEAVE POLICY

- A. *Definition of Sick Leave - Sick leave is hereby defined to mean the absence from one's post of duty, of any person because of personal disability due to illness or because they have been excluded from the school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in their immediate household.*
- B. *Members of the Association on twelve (12) month contracts shall be allowed sick leave with full pay in the amount of twelve (12) days in any given year. Employees on less than twelve (12) month contracts shall be allowed comparable pro-rated sick leave.*
- C. *Accumulated Sick Leave - All days of allowable sick leave not utilized in any year shall be cumulative to be used for additional sick leave if needed in subsequent years.*
- D. *In the event of death, retirement, resignation or termination, the members or his estate shall receive compensation for unused sick leave at the rate of \$40.00 per day, maximum amount not to exceed \$3,000.00. Where it is known or can be anticipated (such as retirement or resignation) ten (10) months notice shall be given to the Board and any money due shall be paid with final check. In the event of death or termination, any money due shall be paid within one year of such occurrence.*

ARTICLE IV - TEMPORARY LEAVE OF ABSENCE

This section shall cover brief absences not chargeable to sick leave. The provisions for leave at full pay stated below shall be during one (1) school year.

A. All Administrators shall be entitled to the following leaves of absence at full pay.

1. Five (5) days for bereavement upon the death of a spouse, parent, child, grandparent, brother, sister or father or mother-in-law.
2. One (1) day for bereavement of a person not covered in Paragraph A-1, aunts, uncles, etc.
3. Three (3) days for illness in the immediate family, defined to mean the employees spouse, child or blood relative. Spouse includes an adult living with the employee in conjugal relationship.

Illness means serious illness requiring the employee's attendance as attested to by a physician.

4. Four (4) days for personal business which cannot be taken care of outside the normal school day. Acceptable reasons for personal leave shall include; but not be limited to:

- a. one day with no reason given
- b. legal matters
- c. moving day
- d. internal revenue service appointment
- e. graduation of self, spouse or child
- f. business or household obligations

B. Application for leave under A1, A2, A3 or A4 shall be made as soon as it is known the time that is required.

C. The Board agrees that any days not taken under A4 Personal Days may at the end of the school year be transferred and carried over as accumulative sick leave.

D. Leave under A4 (a), (c), (d), (e), (f) and A4 (b) except for appearances under subpoena is not available on consecutive days. Such leave is also not available on any day before or after a weekend, holiday or vacation. Nor, is it available during the first five (5) days or the last five (5) days of the school calendar year.

ARTICLE V - LEAVES OF ABSENCE

An extended leave of absence for up to one (1) year without pay, may be granted to an Administrator upon recommendation of the CSA of Schools and approval of the Board of Education. An Administrator who is granted such leave shall return to a comparable position in the job title held at the time the leave was granted.

A. Maternity

1. Extended leaves for preparation for childbirth, child rearing or adoption shall run from their commencement date until the end of that school year. Extended leaves for child rearing or adoption shall be extended upon application by April 1 of the initial leave year or thirty (30) days after the date of birth or adoption, whichever is later, for the subsequent school year. No further extensions shall be granted.

2. In special circumstances, the Board may grant a child rearing leave which terminates prior to the end of a school year. Its refusal to grant such a leave, however, shall not be subject to the grievance procedure.

3. Any pregnant Administrator may apply to the Board of Education for a disability leave and shall be granted the leave. The leave dates shall be supported by a physician's certification which shall allow for disability twenty (20) work days before and twenty (20) work days after the anticipated date of birth.

4. A pregnant Administrator may request more or less than twenty (20) work days before and after the anticipated date of birth upon a specific physician's certificate supporting same.

5. Accumulated sick days may be utilized during the disability period.

6. The approved disability leave shall be extended for unanticipated disability related to the childbirth upon provision of a physician's certificate.

7. The Board of Education retains the right to confirm the conclusion of any physician's certificate provided under this ARTICLE by having the Administrator examined by its own physician at the Board's expense. If the two (2) physicians disagree, they shall choose a third (3) physician who shall examine the Administrator and whose decision shall be final and binding upon the parties.

8. A non-tenured Administrator shall only be entitled to a leave up to the expiration of her contract. A non-tenured Administrator shall not be denied re-employment on the basis that she is pregnant, or on leave.

9. A pregnant Administrator may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons applicable to all Administrators under Title 18A. No pregnant Administrator may be relieved from teaching duties solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.

ARTICLE V - LEAVES OF ABSENCE (continued)

B. Illness

1. The Board may grant to any Administrator under tenure a leave of absence for illness upon request not to exceed two (2) academic school years. Upon the expiration of this period of time a request for resignation or separation shall be made. Medical evidence for such request must be submitted.

2. A leave of absence shall be requested by the Administrator under tenure in the case of any illness that would cause absence for a period in excess of sick leave or accumulated sick leave of two (2) or more consecutive months.

3. In addition to sick leave and accumulated sick leave days the Board may at its discretion grant a percentage of base pay to this extended period of illness. Medical proof must be submitted and verified for the granting of said leave of absence and the granted leave of absence shall be reviewed each six (6) months.

C. Educational Conferences

The CSA may, at his discretion, allow Administrators to attend educational conferences or to visit educational institutes if, in his opinion, it is professionally desirable, without loss of pay.

D. Emergency Reasons

Twelve month employees absent for any other emergency reason not heretofore specified shall be deducted 1/240 of their annual salary or any other arrangement at the discretion of the CSA.

E. Extended Leave

1. An unpaid extended leave for a period of one (1) school year may be granted to professional employees for reasons other than illness or maternity at the discretion of the Board.

2. The Board agrees that up to one (1) Administrator shall upon request be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.

F. Sabbatical Leave

The Board agrees to grant up to one (1) Sabbatical Leave each year in accordance with the following:

1. The approval of a Sabbatical Leave is the sole prerogative of the Board. Granting or denying of a Sabbatical is the sole decision of the Ringwood Board of Education. The Board's decision is final and binding.

2. The applicant must have seven (7) years of administrative experience in the Ringwood School District.

3. The Sabbatical must be for an approved graduate program and/or recipients of approved scholarships or fellowships. The Board shall have the right to inquire of the Administrator or the institution involved written verification from time to time, concerning the Administrator's status, progress and accomplishments while on Sabbatical Leave.

ARTICLE V - LEAVES OF ABSENCE (continued)

F. Sabbatical Leave

4. An Administrator granted a Sabbatical Leave will receive one-half of his/her salary for the period of time a leave is granted together with all of the fringe benefits he/she would normally receive if he/she were working in the Ringwood School System at the time.

5. The Sabbatical Leave pay shall be based on the salary step the Administrator would have earned had he/she remained on active duty. Those regular deductions as required by law will be withheld from this compensation.

6. Upon return from Sabbatical leave an Administrator will be expected to remain with the Ringwood School System for a minimum of two full school years. He/She shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period.

7. Requests for Sabbatical Leave must be received in writing by the CSA no later than January 1 and acted upon no later than April 15 of the year preceding the school year for which the Sabbatical is requested. The only exception to this provision shall be a recipient of an approved scholarship or fellowship who received notification of his/her award after the above deadline. Such a recipient shall receive consideration if the request for sabbatical leave is submitted in writing within ten (10) days of the notification of the award.

ARTICLE VI - RIGHT OF PRIVACY

Any discussion regarding the performance and evaluation of any member of RASA shall only take place in private session, unless the member(s) in question has (have) given the Board permission in writing to do otherwise.

ARTICLE VII - ADMINISTRATOR FILES

Each Supervisor's file shall be maintained under the following circumstances:

- 1. No material derogatory to an Administrator's professional conduct or service, shall be placed in the files unless the Administrator has had an opportunity to read the material. The Administrator shall acknowledge that they have read such material by affixing his signature on the actual copy to be filed, and initialing each page, with the understanding that such signature merely signifies that they have read the material to be filed and does not necessarily indicate agreement with its content. The Administrator shall have the right to answer any material filed and his answer shall be attached to the file copy.*
- 2. Upon request by the Administrator, they shall, as soon as possible thereafter, be permitted to examine their files.*
- 3. The Administrator shall be permitted to receive a reproduction of any material in their files.*
- 4. Material will be removed from the files when an Administrator's claim that it is inaccurate or unfair is sustained by the Board or a competent jurisdiction.*

ARTICLE VIII - FRINGE BENEFITS

1. Mileage - Administrators will be reimbursed at the prevailing rate as set by the IRS per mile for travel directly related to school business after approval of the voucher by the CSA. The voucher will identify the nature of business conducted.
2. Printing of Contract - The Board will be responsible for distributing copies of the negotiated contract within ten (10) days after said contract has been approved and signed by both parties.
3. Vacation Days - Administrators will accumulate during the year at the rate of two (2) days per calendar month, plus as follows:

on the 5th anniversary - + 2 additional days - total 26
6th anniversary - + 2 additional days - total 26
7th anniversary - + 3 additional days - total 27
8th anniversary - + 3 additional days - total 27
9th anniversary - + 4 additional days - total 28
10th anniversary - + 4 additional days - total 28
11th anniversary - + 5 additional days - total 29
12th anniversary - + 6 additional days - total 30

and, each year thereafter they shall receive 30 days total, credited on the first day of the school year (not accruable).

Such days may be taken at any time during the year with the approval of the CSA. Should a member of the Association leave the district before the vacation is utilized they shall receive full pay for accumulated days applicable for that year. Vacation days are not accruable to be held over from year to year.

4. Professional Advancement Reimbursement - Reimbursement of member expenses for attendance at professional workshops, seminars, meetings, conventions, training programs, etc., in addition to course credit tuitions will be \$400.00 per year plus 75% of any additional cost to a maximum reimbursement of \$650.00 per year per member. Such reimbursement may be paid in advance with approval of the CSA. Tenure is not required. Transfer of funds between members is allowable with approval of the CSA. All programs must be approved in advance by the CSA.
5. Dental, Prescription Drug and Medical Plan - Dental and Prescription Drug Plans will provide full family coverage. Medical Plan will provide full family coverage and major medical benefits.
6. Each member of RASA shall be allowed a sum not to exceed \$450.00 per year for membership, dues, subscriptions, etc., in any group such as ASCO or other which help to advance curriculum development or supervisory experience. Such membership must be approved by the CSA.

ARTICLE VIII - FRINGE BENEFITS (continued)

7. Longevity - Administrative Longevity is granted for full-time Administrative service, in Ringwood, in a position for which Principal or School Administrator certification is required.

| | <u>Completed Years of Service</u> | <u>Compensation</u> |
|-----------|-----------------------------------|---------------------|
| 1989-1990 | 8, 9, 10 | \$ 600 |
| | 11, 12, 13 | 800 |
| | 14, 15, 16 | 1,400 |

| | <u>Completed Years of Service</u> | <u>Compensation</u> |
|-----------|-----------------------------------|---------------------|
| 1990-1992 | 8, 9, 10 | \$ 600 |
| | 11, 12, 13 | 800 |
| | 14, 15, 16 | 1,400 |
| | Beginning of 17, 18 | 1,600 |
| | 19 + | 1,800 |

Longevity shall be considered as part of the base salary and will be divided into equal payments over 10 or 12 months.

8. Time Off for Snow Days - The CSA has the authority, at his discretion, to grant Administrators the privilege of doing some work at home during Christmas and Easter vacations, or on snow days. In cases where said privilege is not granted, the Administrator in question will be expected, as normal, to report for regular school assignment.

Administrators requesting such time shall make known to the CSA what project or work would be done and how they could be reached if needed.

9. Attendance at Board of Education Meetings - One member of the Administrators' group shall be in attendance at regular (bill paying) monthly meeting. Attendance at meetings other than as stipulated above shall be at the discretion of the CSA.

ARTICLE IX - HOLIDAYS

Administrators shall have sixteen (16) holidays per year, as follows:

*Last Full Day Before New Year's Day
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Easter Monday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving (2)
Last Full Day Before Christmas
Christmas Day
First Full Day After Christmas*

In the event that schools are in session on any of these holidays, the Administrators will be given another day off.

ARTICLE X - MANAGEMENT RIGHTS

The Board of Education specifically retains all of the legal authority including, but not limited to, the following:

- A. The right to direct the employees of the school district.*
- B. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against employees.*
- C. To relieve employees of duty because of lack of work or for other legitimate reasons.*
- D. To maintain efficiency of the school district operations entrusted to them.*
- E. To determine the methods, means, and personnel by which operations are to be conducted.*
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.*

ARTICLE XI - WAGE SUPPLEMENT

Administrative Salary GuideMiddle School Principal*

| | |
|-----------|----------|
| 1989-1990 | \$62,778 |
| 1990-1991 | 67,378 |
| 1991-1992 | 71,978 |

Elementary School Principal*

| | |
|-----------|----------|
| 1989-1990 | \$59,817 |
| 1990-1991 | 64,117 |
| 1991-1992 | 68,417 |

Middle School Vice Principal**

| | |
|-----------|----------|
| 1989-1990 | \$46,694 |
| 1990-1991 | 49,094 |
| 1991-1992 | 51,494 |

* Board of Education reserves the right to establish beginning steps for those positions as may become necessary. Present figures represent top three steps, in agreement with RASA.


** For present individual only and represents top three steps. Board of Education will establish total guide steps for this position, in agreement with RASA.

DURATION OF AGREEMENT

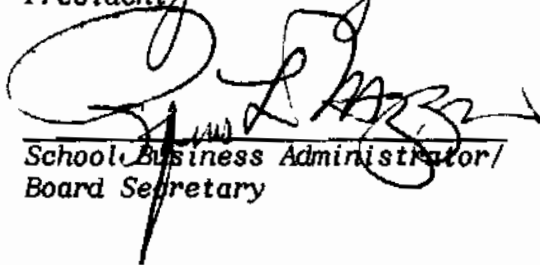
- A. This Agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1992, subject to the Association's right to negotiate over a successor Agreement as provided by Chapter 123, Public Law 1974. Should no new contract be negotiated by the termination date of this agreement, this contract shall remain in full force and effect until such time as a new contract is negotiated and signed.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries on the 24th day of July, 1989.

RINGWOOD BOARD OF EDUCATION and

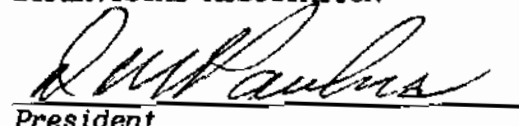
RINGWOOD ADMINISTRATORS AND SUPERVISORS ASSOCIATION



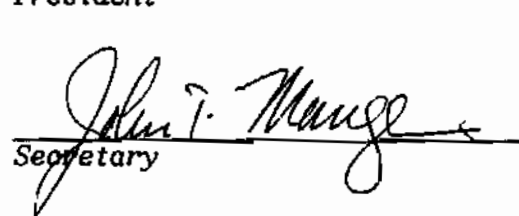
President



School Business Administrator/
Board Secretary



President



Secretary

