

Agreement
between
Robbinsville Board of Education
and
Robbinsville Principal's
&
Supervisor's Association

2018 - 2021

**Agreement Between
Robbinsville Board of Education
and
Robbinsville Principal & Supervisor's Association**

2018-2021

**Robbinsville Principals' and Supervisors' Association
2018 Officers**

Paul Gizzo, President
Molly Avery, Vice President
Tawrye Mason, Treasurer
Janet Sinkewicz, Secretary

Robbinsville Board of Education

Mr. Richard Young, President
Mrs. Jane Luciano, Vice President
Ms. Leslie Dee
Mrs. Sharon DeVito
Mr. Thomas Halm
Mr. Vito Galluccio
Mr. Craig Heilman
Mrs. Jane Luciano
Mr. Scott Veisz

Administrators

Dr. Kathleen Foster, Superintendent
Dr. Kimberly Tew, Assistant Superintendent
Ms. Beth Brooks, Business Administrator/Board Secretary
Mrs. Janet Sinkewicz, Principal, Sharon Elementary School
Mr. Paul Gizzo, Principal, Pond Road Middle School
Ms. Molly Avery, Principal, Robbinsville High School
Mrs. Rajneet Bajnath, Director, Special Services

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AGREEMENT BETWEEN THE
Robbinsville Township Board of Education
and
Robbinsville Principals' and Supervisors' Association
July 1, 2018 through June 30, 2021

ARTICLE I: RECOGNITION

- A. In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Township of Robbinsville Principals' and Supervisors' Association (RPSA), hereinafter known as "the Association", as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified supervisory personnel as defined by law employed by the Township of Robbinsville Board of Education, hereinafter known as "the Board". All personnel represented by the Association are limited to:
- Principals
 - Assistant Principals
 - Directors
 - Supervisors of Curriculum
- B. Only the term "employee" or "employees" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined; categories of employees shall apply only to those categories mentioned.

ARTICLE II: NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, State of New Jersey, in a good-faith effort to reach Agreement on all matters concerning the terms and conditions of employment. The Association shall initiate such negotiations, which shall begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires unless parties mutually agree to a later date. Any Agreement so negotiated shall apply to all members of the unit as defined, be reduced to writing, signed by the Board and the Association, be ratified by the Association, and be adopted by the Board.

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a complaint or claim that there has been an improper application, interpretation, or violation of any term or provision of this contract, administrative decisions, board policy or state statute affecting a member or a group of members.
2. A "grievant" is an employee who files the grievance or the Association filing a class action.

3. "Representative" is a person or agent designated to represent either party in this procedure.
4. "Day" means a day when district schools are open for business.
5. "Party in interest" is a person, agent, or agency with an interest in the grievance.

B. Procedures

1. Grievances shall be processed promptly and expeditiously.
2. Formal grievances and appeals shall be filed in writing.
3. Communications and decisions concerning formal grievance shall be in writing.
4. A grievant shall be permitted a representative at all levels of the procedure.
5. There may be additional evidence submitted during the grievance process by either party once a grievance has been submitted to the Board. However, the original language of the grievance may not be altered.
6. Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.
7. Failure by the Board to issue a decision with the specified time limits shall render the grievance advanced to the next level, unless both parties have agreed to a modification of these time limits.
8. Grievances shall be adjudicated according to the terms of this procedure and the filing, pendency, or hearing of any grievance shall not impede the normal management of the work force or operations of any of the activities or functions of the Board, or of the grievant.

9. Forms for grievance processing shall be developed between the parties and shall be mutually agreed upon by the parties and distributed on an as needed basis by either party. The grievance is to indicate the following:
 - a) A statement of the grievance
 - b) Specific contract clause or Board Policy involved
 - c) Facts pertaining to the grievance
 - d) Specific relief being sought
10. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
11. Notice of hearings shall be given to the grievant at least five (5) days in advance and such hearings shall be held on mutually agreeable premises.

C. Processing

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual consent of the parties. Such mutual consent shall be drafted and signed by the parties in writing.

D. Steps of the Grievance Procedure

1. STEP ONE - A grievance, to be considered under this procedure, must be initiated by the grievant within fifteen (15) workdays from the time of its occurrence. Any employee covered by this Agreement who has a grievance shall discuss it first with his/her immediate supervisor

in an attempt to resolve the matter informally at that level.

2. STEP TWO - If, as a result of the above discussion, the matter is not resolved satisfactorily within five (5) work days, the grievant shall set forth his/her grievance in writing to the immediate supervisor. Any grievance not submitted on the form provided will be considered void and not eligible for resubmission, except it may be resubmitted if the original time limit for submission of grievances has not expired and the grievance is resubmitted within the original time limit on the proper form. The appropriate supervisor shall communicate his/her decision to the grievant in writing within ten (10) workdays after receipt of the written grievance.
3. STEP THREE - The grievant, no later than five (5) work days after receipt of the decision in the foregoing step, may appeal the decision to the Superintendent. The appeal to the Superintendent must be made on the form provided, reciting the matter as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as promptly as possible, but within a period not to exceed fifteen (15) workdays. The Superintendent shall communicate his/her decision in writing to the grievant, and attach any necessary documentation as presented as part of the grievance.
4. STEP FOUR - If the grievance is not resolved to the grievant's satisfaction, he/she may request, not later than five (5) work days after receipt of the

Superintendent's decision, a review by the Board. The request shall be submitted in writing to the Superintendent. All related papers and evidence shall be attached. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant within fifteen (15) working days and, render a decision in writing within fifteen (15) days of receipt of the grievance by the Board.

5. STEP FIVE - If a decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association wishes review by a third party, the grievance may be submitted to binding arbitration as long as the grievance concerns a matter that is an allegation that a provision of the contract, administrative decisions, board policy or state statute has been violated. If arbitration is requested, the Association shall notify the Board within fifteen (15) work days of receipt of the Board's decision in Step Four. The notification to the Board shall be submitted by certified mail to the office of the Superintendent.
- E. The following procedures shall be used to secure the services of an arbitrator:
1. Once the Board has received notification within the time limits stated in paragraph "D" above, the parties shall seek to agree upon an arbitrator to serve. If no agreement can be reached within fifteen (15) working days, the Association may invoke the arbitration selection

procedures of the Public Employment Relations Commission (PERC). It is the responsibility of the parties to follow those procedures in determining who shall serve as the arbitrator in each instance.

2. The following rules will be binding on any arbitrator and the parties:
 - a. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party.
 - b. The arbitrator shall have no power to add to, subtract from, or alter the language of this agreement. He/she will have no power to make an award inconsistent with law and he/she shall have no power to entertain grievances that do not constitute violations of the Agreement. The arbitrator shall rule only on the allegation that a provision of the Agreement has been violated.
 - c. The arbitrator's decision shall be final and binding on all parties on matters regarding violations of the contract.
 - d. The cost of the services of the arbitrator shall be shared equally by the parties in interest.
 - e. Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

A. Release Time for Meetings

Whenever it is mutually agreed that any employee participates during working hours in negotiations, grievance proceedings,

conference, or meetings, that employee shall suffer no loss in pay or other compensation or benefits.

B. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with prior approval of the Superintendent. Such approval shall not be unreasonably withheld.

C. Use of School Equipment

Subject to prior approval of the building principal or Superintendent, the Association shall have the right to use school facilities and equipment, including copiers, calculators, fax machines, computers and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof. Such approval shall not be unreasonably withheld.

D. Use of Inter-School Mail

The Association shall have the right to reasonable and legitimate use of the inter-school mail facilities for Association business as it deems necessary and without approval of the Superintendent or other members of the administration.

E. Exclusive Rights

The rights and privileges of the Association and its representatives, set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees, and to no other organization seeking to represent employees covered by this Agreement.

- F. No employee shall be prevented from wearing regular membership pins of the Association or its affiliates.
- G. The Association acknowledges that its members will follow and enforce directives, policies, practices, or procedures as set forth by the Board and Superintendent, unless precluded by contract, law, or regulation.

ARTICLE V - SUPERVISORY EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the parties hereby agree that every employee in the unit shall have the right to organize, join, and support freely the Association for the purpose of engaging in collective negotiations or to refrain from joining or participating in any way. The parties undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey of the Constitution of New Jersey and the United States: that they shall not discriminate against any supervisory employee with respect to hours, wages or any terms, or conditions of employment by reason of membership or non-membership in the Association; participation in any activities of the Association or decision to refrain from such activities; collective negotiations with the Board; or institution of or refusal to institute any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Just Cause Provision

No employee shall be disciplined without just cause.

C. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter that may adversely affect the status of his/her employment, the employee shall be given 48 hours prior notice (which will be in written form) of the reasons for such meeting or interview and shall have the right to have (a) representative(s) of the Association and/or attorney present to provide advice and representation during such meeting or interview. Any suspension shall be in accordance with provisions of N.J.S.A. 18A:25-6 and shall be with pay in compliance with N.J.S.A. 18A:6-8.3 until formal determination by the Board to certify charges.

D. Criticism of Supervisory Employees

Any criticism of an employee by a supervisor or Board member shall be made in confidence and not in the presence of an employee, parents, students or at any public gathering, unless the employee has requested that the matter be discussed in public.

E. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE VI – EVALUATION

A. Recommendations for Improvement

The Board and Superintendent subscribe to the principle that an employee has the right to know the judgment of his supervisor respecting the effectiveness of his/her performance and that, further, the employee is entitled to receive such recommendation for improvement that will assist in increasing the effectiveness of his/her performance. Employees shall be evaluated in accordance with law and regulation N.J.S.A.18A:6-123 and N.J.A.C.6:10.

B. Frequency of Review

Each administrator shall receive no less than (1) written observation and/or evaluation per year if tenured, nor less than three (3) written observations and/or evaluations per year if non-tenured.

C. Evaluation Procedures

1. Copies of Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an employee's personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation. Absent a signature, the Superintendent has the right to incorporate a document into the employee personnel file. However, the employee shall be notified in writing of the inclusion of said document.

2. Rights of Employee to Respond

A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee. At such time, the

employee is entitled to have his/her response to the evaluation heard and appended to the evaluation report.

3. Notice of Contract Renewal

Each non-tenured employee shall receive written notice from building principal / supervisor, prior to April 30 of each year, if the Superintendent does not intend to recommend a renewal of contract for the ensuing year.

4. Changes

The evaluation instrument and evaluation procedures shall be reviewed with a committee of administrator's which will include RPSA members initially, and prior to any changes being made.

ARTICLE VII - LEAVES OF ABSENCE

A. Sick Leave

1. Ten-month employees will be allowed ten (10) sick leave days per year. Ten and one half month employees will be allowed eleven (11) sick leave days per year. Twelve-month employees will be allowed twelve (12) sick leave days per year.

B. Personal Business Leave

1. Personal business leave is defined as the absence of an employee during school hours for urgent or pressing matters that cannot be attended to at another time. Personal leave must be approved by the immediate supervisor and the Superintendent.
2. Personal Business Leave shall not be used to extend a school holiday without approval of the Superintendent.

3. Absence of four (4) personal days per year will be granted an employee without reduction in pay. No more than three (3) unused personal days shall accumulate and revert to sick leave from year to year. No more than fifteen (15) sick days may be accumulated in any one year for future availability.

C. Death in Family Leave

1. Death Leave shall be defined to mean the leave from a post of duty of an employee due to the death of a member of the immediate family.
2. Immediate family: up to five (5) days leave per occurrence without loss of pay shall be granted when an employee suffers a loss of a member of the immediate family. "Immediate Family" shall include spouse / partner and children / step-children.
3. Other close relatives:
 - a. Up to four (4) days leave per occurrence without loss of pay shall be granted when an employee suffers the loss of a father, mother, step-parent, brother, sister, father-in-law, mother-in-law or grandchild.
 - b. Up to three (3) days leave per occurrence without loss of pay shall be granted when an employee suffers the loss of a grandfather or grandmother.
 - c. One day of leave per occurrence without loss of pay shall be granted when an employee suffers the loss of an aunt, uncle, brother-in-law, sister-in-law, niece, nephew or cousin.

4. Computing days

In computing such days, the following days will not be counted: legal holidays, weekends, or other days when the employee's attendance is not required.

5. Unusual Circumstances

In unusual circumstances, the Superintendent is authorized to determine if a special relationship existed between the deceased and the employee who is not covered by any policy, and to determine if a leave is warranted due to these circumstances. In such instances, the Superintendent is authorized to take discretionary action, on a case-by-case basis.

D. FLA or FMLA Leave (all applicable statutes apply)

1. An employee, who is unable to work due to a disability, including a maternity disability, may request a leave of absence for the period of time related to the disability. The Board shall not arbitrarily or unreasonably deny such requested leave. Unless the employee on leave has sick leave available and is otherwise able to use sick leave, such leave of absence shall be without pay.
2. Any employee who becomes pregnant shall notify the Superintendent of her condition and, if she elects to remain in her position, may be required to submit periodic certification of her continuing fitness to perform her duties.
3. The Board recognizes that pregnancy-related disabilities must be treated like other disabilities. Thus, during the thirty (30) days preceding and the thirty (30) days

following childbirth, when the employee is presumed to be disabled, she will be entitled to use accumulated sick leave benefits. Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee may use additional accumulated sick leave benefits if she presents a physician's statement attesting to her continued disability.

4. The Board reserves its right to request that an employee applying for leave submit a statement of health from her physician, and further reserves the right to require a maternity disability leave to start sooner than requested should the employee's condition (mental or physical) warrant this action.
5. The Board shall not remove any employee from her duties during pregnancy, except on any one of the following bases:
 - a) Performance: Her performance has substantially declined, from the time immediately prior to her pregnancy.
 - b) Physical Incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:
 - (1) The pregnant employee fails to produce certification from her physician that she is medically able to continue working, or

(2) The Board's physician and the employee's physician agree that she cannot continue working, or

(3) Following any difference of medical opinion between the Board's physician and the employee's physician, the Board may request expert consultation in which case a third impartial physician, agreed upon by the employee and the Board, shall be appointed to examine the employee and render a medical opinion which shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the board.

c) Just Cause: Any other "just cause" as defined in N.J.S.A. Title 18A:28-5 et al.

6. When the anticipated period of disability occurs early in the school year and therefore could substantially disrupt the continuity of the educational process, it may be in the best interest of both parties for the leave to start at the beginning of the school year. Should both the Board and the employee agree, the employee may use up to two (2) months of accumulated sick leave, despite the requirement that to receive disability payments an employee must work until one (1) month before childbirth.

7. In the case of pregnancy, the commencement date of the requested maternity disability leave may be any time prior to birth.
8. The Board recognizes that pregnancy does not necessarily disable an employee. Thus, no employee will be required to take unpaid leaves of absences for pregnancy. The board may at its discretion require periodic physician certification of the employee's continued fitness to perform her duties.
9. As the Board permits employees to work until they are disabled by pregnancy, should an employee choose to take an unpaid leave prior to any actual disability, this employee will not be able to receive sick leave payments when disability does occur.
10. Except as otherwise provided in this Article, no tenured or non-tenured employee on maternity disability leave shall be barred from returning to work after the birth of her child by any prescribed waiting period between the birth of her child and the date of return to work - however, each such employee shall be required to file, at least two weeks prior to the date of her return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that she is physically capable of resuming her full duties.

E. Child Care and Adoption Leaves of Absence

1. The Board shall grant childcare or adoption leaves of absence without pay to employees under the following terms and conditions:
 - a. Any tenured or non-tenured employee may request an unpaid leave of absence to care for a newly born or adopted child.
 - b. Employees seeking an unpaid leave of absence for child care or adoption shall, when possible, make written application to the Superintendent not less than ninety (90) days prior to the requested commencement date of the leave. This ninety (90) day notification period may be reduced by agreement between the employee and the Superintendent.
 - c. Any tenured or non-tenured employee may return to work within the school year in which the leave begins, provided he or she shall have specified the month when he or she desires to return. Any change of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof such change may be granted by the Board for reasons associated with the pregnancy, birth, adoption or for other proper causes provided that such change will not substantially interfere with administration of the school. Any tenured employee granted a leave of absence with a return date during the same school year, who wishes

to extend said leave beyond the school year in which it commences, shall be permitted to do so if he/she makes application at least three (3) weeks prior to the commencement date of his/her leave of absence and subject to the provisions of this Article.

2. An employee under tenure shall be granted a child care or adoption leave without pay or benefits for not more than twelve (12) months. When the leave is granted, he or she will return as a tenured employee. An employee's request for additional child care or adoption leave time beyond this period stipulated herein is subject to the approval of the Board of Education.
3. The Board shall not be required to extend the leave on non-tenured employees beyond the school year for which they were hired. Non-tenured employees wishing to return for the following year shall be considered by the Board for reemployment for the following year.
4. Any tenured employee may return to work in a school year subsequent to the school year in which his/her leave begins, provided he/she shall have requested to do so in his/her application for a leave of absence. Any such employee shall be permitted to return to work at the beginning of the one (1) school year following the school year in which his/her leave commences, provided such employee has given the Board written notice of his/her intention to do so not less than six (6) months prior to the beginning of the school year in which he/she wishes to return.

5. Any employee granted a leave of absence under this Article shall be eligible for an increment in the following year (or in the year in which he/she actually returns from such leave) provided he/she has been an active employee at least one-half of the contractual work year.
6. No employee on child care or adoption leave shall, on the basis of said leave, be denied the opportunity to substitute in the Township of Robbinsville School District in the area of his/her competence.

7. Return to Service

An employee returning to service after a childcare or adoption leave shall be considered for the same position or a substantially equivalent position with the approval of the Superintendent.

F. Military Leave

All military leaves shall be in accordance with applicable State and/or Federal law and regulation.

G. Family Leave

A Family Leave of absence without pay may be granted an employee, consistent with state and federal Family Leave Acts.

H. Upon return to work from any approved extended leave of absence the employee shall be assigned to the same position assignment formerly held or another similar position within the system at the discretion of the Superintendent.

I. The Board may grant such additional leaves of absence without pay, as it may deem necessary and appropriate.

J. The employee who is on family leave will notify the Superintendent in writing, prior to thirty (30) days of the

termination of leave, of the employee's intent to resume his/her employment.

ARTICLE VIII - SABBATICAL LEAVES OF ABSENCE

A. Appropriate Purposes for Sabbatical Leaves of Absence

1. Formal graduate study or approved professional improvement;
2. Independent research undertaken in consultation with the Superintendent.

B. Leaves for Study, Research or Professional Improvement

Any employee covered by this Agreement who has served in the Township of Robbinsville Public Schools for a period of at least seven (7) consecutive years may, on the recommendation of the Superintendent, be granted, by the Board, a sabbatical leave of absence for one (1) academic year, or one (1) semester, for the purpose of approved, study, research or professional improvement planned to effect self-improvement and benefit to the school system.

C. Number of Leaves to be Granted to an Individual

Except for unusual circumstances, another sabbatical leave of absence, with pay, of any type will not be approved earlier than the completion of five (5) consecutive years of service in the Township of Robbinsville Public Schools after the return from the previous sabbatical leave of absence.

D. Salary During Sabbatical Leaves

1. All employees covered by this Agreement on sabbatical leave of absence as defined in A for one-half ($\frac{1}{2}$) year shall be entitled to their contractual salary and full benefits during the leave.

2. All employees covered by this Agreement on sabbatical leave of absence as defined in A for one (1) full year shall be entitled to one-half ($\frac{1}{2}$) their contractual salary. The board will cover full benefits for the year.
3. Salary payments will be made on the same basis as for other employees.
4. From this compensation, regular deductions shall be made for the Teachers' Pension and Annuity Fund, health benefit contributions, and such other deductions that are required.
5. The Board will continue its normal contribution for major medical insurance and other fringe benefits for the employee during a sabbatical leave.
6. During a $\frac{1}{2}$ -year sabbatical leave, the employee shall continue to accumulate sick leave, pro-rated vacation, and personal leave.
7. The sabbatical leave shall be counted for purposes of seniority and advancement of salary, as if the employee had functioned as an administrator during the entire previous year in the school district.
8. No additional vacation days or personal days will accrue during the time that the employee is on a sabbatical leave.
9. Sabbatical leaves may be combined with programs of study, research, writing, or travel that are financed by outside non-commercial agencies such as universities or foundations.

E. Application for Sabbatical Leaves of Absence

1. Applications for leaves starting the first semester must be submitted to the Superintendent no later than the first school day of the preceding April.
2. Applications for leave starting the second semester must be submitted to the Superintendent no later than the first school day of the preceding November.

F. Conditions under Which Sabbatical Leaves of Absence Will Be Granted

1. A sabbatical leave of absence with pay will be granted for only one (1) academic year or one (1) semester duration. Such leaves may be conditional upon obtaining an acceptable replacement.
2. All activities for which leaves are granted must be planned in consultation with, and approved by, the Superintendent. Any major changes in such plans must also be planned in consultation with the Superintendent and approved in advance by the Board.
3. In cases of sabbatical leaves of absence for pursuance of formal graduate study, a minimum of twenty (20) credit points will be required for full-year leaves and ten (10) credit points for one (1) semester leaves. The study must be in courses for which formal college graduate credit is granted. The content of the course pursued should be in the staff member's own field of work in the Township of Robbinsville Public Schools.
4. When formal college credit has been granted during the leave, an official transcript will be required. When leaves have been granted for any other purpose, written reports

planned in consultation with the Superintendent will be required.

5. Sabbatical leaves of absence will not be granted for purpose of engaging in gainful occupations or for the purpose of studying for a trade or another profession.
6. Before beginning the sabbatical leave, the employee granted the leave shall enter into the contract to return to active service in the Township of Robbinsville Public Schools for a period of not less than two (2) years after the expiration of such leave. A employee who does not fulfill this agreement shall repay to the Board a sum bearing the same ratio to the amount of salary received while on leave of absence that the unfulfilled portion of the two (2) subsequent years' service bears to the full two (2) years; provided, however, that the employee shall be released from such payment if his/her failure to serve the two (2) years as stipulated is due to his/her illness, disability or death, or if he/she be discharged from his/her position by the Board.
7. During the sabbatical leave, the employee will retain all rights as if in full-time employment including tenure, pension, and eligibility for salary increment.
8. Outside activities in which employees engage for pay during the regular school year may be continued during a sabbatical leave of absence, but must not be expanded in any way during the leave without the approval of the Superintendent.
9. Employees, while on leave, will not be employed to do any work for the school system during the period of the leave.

10. The employee who is on sabbatical will notify the Superintendent in writing prior to thirty (30) days of the termination of leave, of the employee's intent to resume his/her employment.
 11. The employee will be required to submit to the Board a written report on the sabbatical leave, and all related documentation generated as a part of the sabbatical, excluding personal notes.
- G. Interruption and/or Termination of Leave
1. In the event that injury or illness compels the employee to interrupt or to terminate the sabbatical leave, the employee must notify the Superintendent immediately.
 2. Upon receipt of such notification, the Superintendent shall notify the Secretary of the Board and the employee that the provision of the sick leave policy will be applicable from the first day of the next pay period following receipt of such notification.
 3. The employee shall have the medical reasons for interruption of the leave verified by a medical doctor, and have a report forwarded to the Superintendent.
 4. Upon release by his/her private physician, and with the approval of the school medical inspector, the employee will continue sabbatical leave for the remainder of the term of the approved sabbatical.
 5. In instances where the leave is terminated by illness or injury, the employee will receive sick pay for a period of time equal to his/her accumulated sick leave. If the accumulative sick leave is exhausted and the employee is either unable to resume his/her sabbatical leave and carry

out his/her objectives or to return to school, the Board shall determine whether to grant a leave of absence for the balance of the academic year, and under what conditions.

6. If a sabbatical leave is terminated, the employee's seniority and credit shall continue just as if he/she had continued his/her sabbatical leave.
7. If the sabbatical is terminated and the employee returns to work, he/she will be reassigned as needed, at the discretion of the Superintendent.

H. Additional Compensation

Since the purpose of this leave is graduate study and/or research, the applicant shall not accept other employment during the period of the leave unless it pertains directly to his/her objectives and then only upon the approval of the Superintendent.

I. Revocation of Leave

1. If the Superintendent determines that the terms of the sabbatical leave are not being fulfilled, he shall report this fact to the Board.
2. If the Board believes that the leave should be revoked, it shall provide the employee with the opportunity to be heard.
3. After evaluating the merits of the case, the Board shall either continue the sabbatical leave or revoke the leave and return the employee to service.

J. Return to Service

An employee returning to service after a sabbatical leave may be assigned to any administrative position for which he/she is certified and qualified. Whenever possible, assignments shall

be discussed with the employee prior to the offering of the succeeding contract or salary Agreement.

ARTICLE IX - VACATION

- A. Twelve-month employees will receive twenty (20) vacation days per year. Upon completion of five (5) years in the district as an administrator, twelve-month employees shall be granted twenty-two (22) vacation days per year.
- B. Annual vacations for twelve-month employees may be taken during the school year with approval of the Superintendent.
- C. As a way to reduce the excess number of vacation days an individual may have previously accrued, employees that have more than the equivalent of one year of vacation days in their bank must use three (3) of the excess days per year for three (3) years beginning on July 1, 2018 until the one year allotment is reached.
 - 1. Employees hired on or after July 1, 2018 will be permitted to carryover no more than the equivalent of one year of vacation days each year.
- D. An employee, who dies before the contract period is completed, shall have payment for cumulative vacation days paid to his/her estate.
- E. Cumulative vacation days beyond forty (40) days may be converted to sick leave, up to a maximum of five days per year. In accordance with N.J.S.A.18A:30-7, no person shall be allowed to increase his total sick accumulation by more than 15 days in any one year.
- F. A twelve-month employee who is employed during the fiscal year shall receive prorated vacation time at the rate of 1.67

days per month of employment prior to July 1 of the next school year with the exception of a twelve-month employee who has been employed greater than five years with the district. In that event, their vacation time will be pro-rated at 1.83 days per month.

- G. Employees shall receive fourteen (14) paid holidays per year, subject to the school's master calendar, and (2) floating holidays. If school is in session these days, or if the employee works on a holiday, the employee may substitute other days with the approval of the Superintendent. Beginning in December 2018, all schools will be closed during winter break and employees will no longer be required to work.

ARTICLE X - PROFESSIONAL DEVELOPMENT

A. Professional Development Allowance

A Professional Development Allowance of \$4,000 per administrator will be made available to each employee for each of the three years of this contract. This allowance may be used for any professional development pursuit deemed appropriate by the individual employee who may include but not be limited to: professional development workshops, conferences and college courses; professional memberships, and dues; purchase of instructional videos, computer software and reference materials, etc., with the approval of the Superintendent. This allowance may also be used to offset additional expenses (transportation, lodging and/or conference fees) directly related to attending district approved conferences and workshops.

B. Tuition Reimbursement: Doctorate or Additional Administrative Certification

Each employee shall be eligible for tuition reimbursement. The maximum yearly tuition reimbursement for the RPSA unit under this section shall not exceed \$45,000 annually. To be eligible for reimbursement, employees must submit a course description to the Superintendent and obtain the Superintendent's approval that the course is eligible for reimbursement. The pool of dollars will be available to members as follows:

- One third of the total pool of dollars for the summer session.
- One half of the remainder of the pool of dollars for the Fall session.
- The remainder of the pool of dollars for the Spring session.

Applications for reimbursement must be submitted by May 1 for the summer, September 1 for the Fall, and January 1 for the Spring. Individual members shall be limited in reimbursement only by the number of applicants for the pool of dollars available for each of the three "trimesters." No individual limit per trimester will apply.

Eligible expenses for reimbursement shall include tuition and fees. To obtain reimbursement, the employee shall submit an official transcript as evidence of satisfactory completion. Reimbursement shall be made within 5 days of the Board meeting subsequent to the receipt of the transcript.

Any administrator receiving tuition reimbursement from the Board must serve a minimum of two (2) years in the District after completing his/her reimbursed course work. In the event

that the administrator fails to serve a minimum of two (2) years in the District after completing his/her reimbursed course work, he/she shall be subject to repayment of 100% of the reimbursement if he/she leaves the District in the first year following reimbursement (pro-rated on a monthly basis). This return of service obligation shall not apply in cases of termination of employment by action of the Board, disability retirement with the Teachers' Pension and Annuity Fund, or death.

C. Flex Time

At the discretion of the Superintendent, the members of RPSA may be granted flex time to work from home on days when school is closed during the school year.

ARTICLE XI - INSURANCE PROTECTION

A. Medical, Dental, and Prescription Drug Insurance

Members are eligible for medical, prescription drug, and dental insurance as good as or better than the benefits offered the REA in Robbinsville Schools. Each member must contribute toward these benefits as prescribed by state statute, and the Board of Education will assume 100% of costs beyond the mandatory contributions.

After full implementation of Chapter 78, P.L. 2011, (Tier 4), the parties agree that contribution levels shall remain at that level (Level 4) for the duration of this Agreement. Upon expiration of the Agreement, June 30, 2018, those contribution levels shall be subject to collective negotiations in a manner similar to other negotiable items between the parties.

B. The Board will reimburse each employee up to \$500 per year (prorated for 10.5 month employees) for the purchase of disability insurance.

C. Flexible Spending Account

The Board shall contribute \$250 to each member's Flexible Spending Account (FSA) on an annual basis.

D. Health Insurance Waiver

Staff members who do not choose to receive medical, prescription, and / or dental benefits through the Robbinsville Board of Education must notify the board office in writing. Staff members who choose to waive the right to the benefits will receive payment of \$1,750 per year for health benefits, \$500 per year for prescription benefits, and \$200 per year for dental coverage as described above for the duration of this Agreement. Payment of the waiver amount(s) will be divided equally between the December 15th and June 15th payroll. Catastrophic changes would allow the opportunity for a change in the coverage plan (i.e. spouse job loss, etc.).

1. Effective July 1, 2018, the Association agrees to eliminate the Health Insurance Waiver for any and all newly hired employees after July 1, 2018.

2. Difference Card

Because at the time of negotiations the Robbinsville Education Association is actively involved in a law suit with the Board of Education regarding the implementation of the Difference Card, the members of RPSA will adhere to the settlement that is reached between REA and the Robbinsville Board of Education.

ARTICLE XII - RETIREMENT BENEFITS

A. Unused Sick Leave

1. A tenured employee, hired prior to May 21, 2010, upon retirement from the district shall be compensated at a rate of one (1) day for every two (2) days for his/her accumulated sick leave at his/her per diem rate, capped at a maximum of \$17,500 or based upon state law. Employees hired after May 21, 2010, upon retirement from the district shall be compensated at a rate of one (1) day for every two (2) days for his / her accumulated sick leave at his / her per diem rate capped at a maximum of \$15,000 and in accordance with N.J.A.C. 18A:30-3.6.
2. Compensation for unused sick days on the same basis will become payable to the estate of the employee if he/she dies while in active service.

ARTICLE XIII - TRANSFERS, REASSIGNMENTS AND PROMOTIONS

- A. The parties recognize that the assignment, transfer and promotion of personnel is a management function vested by law exclusively in the Board, and that nothing in this Agreement should be construed to derogate from the power and responsibility of the Board in regard to such matters. In order to assist the Board in performing this function, as well as to make available as many opportunities as possible for voluntary transfers and promotions with the school system, the parties agree to the procedural provisions hereinafter set forth.

- B. A promotional position shall be defined as any position on the administrative-supervisory level of responsibility.
- C. All vacancies in promotional positions including those programs funded by the federal government shall be adequately publicized in accordance with the following procedure:
 - 1. A notice shall be posted in each school as far in advance as is practicable, ordinarily at least thirty (30) days before the final date when applications must be submitted and in no event less than fifteen (15) days before such date. A copy of said notice shall be made available to the Association at the time of posting. Members who desire to apply for such vacancies shall submit their applications in writing to their immediate superior and to the Superintendent within the time limit specified in the notice and acknowledgment shall be given to all such applications.
 - 2. Applications shall be kept on file for the remainder of the school year in the Superintendent's Office for continual consideration for similar vacancies unless the office is notified, in writing, by an applicant is to be withdrawn.
- D. Qualifications for any position, its duties, and the rate of compensation shall be clearly set forth. Any change of qualifications set forth for a particular position shall be similarly posted and made available to the Association.
- E. All qualified members shall be given adequate opportunity to make applications and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other

relevant factors. In such vacancies, prior consideration shall be given to qualified members already employed by the Board.

F. Involuntary Transfers

1. Notice of an involuntary transfer of reassignment shall be given to professional employees as soon as practicable, and, except in cases of emergency, not later than May 15.
2. An involuntary transfer or reassignment shall be made only after a meeting between the professional employee and the Superintendent, at which time the professional employee shall be notified of the reason thereof.
3. Relocation: During the school year, an administrator who receives an involuntary transfer will be notified at least two weeks prior to the required move and be given at least one professional day to prepare for and / or move.

ARTICLE XIV - MISCELLANEOUS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Whenever any legal notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified mail at the following addresses:
 1. If by Association, to Board at 155 Robbinsville-Edinburg Road, Robbinsville, New Jersey 08691
 2. If by Board, to Association President at home address.

- C. Copies of this Agreement shall be printed and issued at the expense of the Board within thirty (30) days after the Agreement is signed, and presented to all employees now employed, and hereafter employed, by the Board.
- D. The Board shall have the right to terminate the employment of any employee not under tenure upon written notice of not less than sixty (60) days, except that such notice shall not be required where such termination is made by the Board on grounds permitted by appropriate statutes. An employee may voluntarily cease his/her employment with the Board providing he/she has first given the Board at least sixty (60) days written notice of his/her intention.
- E. Whenever the Superintendent recommends to not renew the employment contract of an individual employee not under tenure, the Superintendent shall give written notice of such intention to the employee as early as possible but in no event later than May 15 of the year in which the employment contract expires. (N.J.A.C.18A:27 -10) An employee receiving such notice shall be afforded an opportunity promptly, upon request, to discuss the matter with the Superintendent or his/her designee. Any employee who intends not to renew his/her employment contract with the Board shall give written notice of such intention to the Board as early as possible but in not fewer than sixty (60) days.
- F. Whenever any employee is required to appear before the Board, or any committee thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position of employment or the salary or any increments pertaining thereto then he/she

shall be given 48 hours prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to provide advice and representation during such meeting or interview.

- G. Any newly hired employee who works less than fifty (50%) percent of the work year in a specific administrative or supervisory position shall not be entitled to a salary increment in the subsequent year. Any employee who works more than (50%) percent of the work year in any school year shall be entitled to a salary increment for the subsequent year, absent Board action withholding same.
- H. Personnel Records an employee shall have the right, upon request, to review the contents of his personnel file in the presence of Human Resources and to receive copies at Board expenses of any documents contained therein. An employee shall be entitled to have representative(s) of the Association accompany him/her during such review. At least once every year, an employee shall have the right to indicate those documents and/or other materials in his file, which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed, at the discretion of the Superintendent. Disputes over the retention of said documents may be processed through the grievance procedure.

ARTICLE XV - SALARY AND FACTORS

Base Amount

<u>Contract:</u>	<u>Add relevant factors and multiply by:</u>
10 month: 1.0	2018-2019: \$83,400
10.5 month (8/16 through 6/30): 1.05	2019-2020: \$85,150
12 month: 1.2	2020-2021: \$86,950

Members not on the Factor Guide shall receive an annual salary increase equal to the average of the annual salary increase of all other members of the unit.

Administrative Experience:

0 years: 0.00	11 years: 0.11
1 year: 0.01	12 years: 0.12
2 years: 0.02	13 years: 0.13
3 years: 0.03	14 years: 0.14
4 years: 0.04	15 years: 0.15
5 years: 0.05	16 years: 0.16
6 years: 0.06	17 years: 0.17
7 years: 0.07	18 years: 0.18
8 years: 0.08	19 years: 0.19
9 years: 0.09	20 years: 0.20
10 years: 0.10	

Position:

Elementary principal:	0.37
Middle school principal:	0.47
High school principal:	0.57
ES assistant principal:	0.03
MS assistant principal:	0.10
HS assistant principal:	0.20
HS athletic director:	0.20
Director, Special Education:	0.37
Supervisor:	0.08

Education:

Masters	0.00
Master + 30	0.03
Doctorate	0.06

Per Diem pay is determined as follows:

1. For twelve month employees, their yearly salary will be divided by 240 to obtain a per diem rate.
2. For ten month employees, their yearly salary will be divided by 185 to obtain their per diem rate.
3. For ten and one-half month employees, their yearly salary will be divided by 200 to obtain their per diem rate.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

A. Salary Payment Schedule

1. Employees' payment schedule will be consistent with the district payroll policy.
 2. Employees on a ten-month basis shall be paid in twenty (20) installments on the 15th and 30th of each month.
 3. When a payday falls on or during a school holiday, employees shall receive their paychecks on the last previous working day.
 4. The work year of 10.5 month employees is from August 15 through June 30. They shall be paid in twenty (20) installments on the 15th and 30th of each month (Sept. to June). When required to work during the summer (July 1 through August 14, 10.5 month administrators shall receive per diem compensation (1/200) for each day worked.
- B. In accordance with state statutes, the Board may withhold any increment provided by the Salary Guide and the employee, denied an Increment to which he/she is otherwise entitled, shall have recourse only to the appeals procedures prescribed by such statutes.

- C. The Board shall deduct from employees' salaries, in addition to mandatory Federal and State deductions, money for any or all of the following as requested by such employees:
1. Disability and accident insurance
 2. Annuities
 3. Professional Dues
 4. Public Employee Charitable Campaign
 5. United States Savings bonds
- D. Other mutually agreed to deductions an employee will not be assigned involuntarily to supervise an extra duty pay position listed in the REA negotiated agreement, without receiving the budgetary stipend for the position, on a pro-rated basis if appropriate.
- E. Storm Days
- At the discretion of the Superintendent, employees may be required to report to their assignments on school days designated as "storm days."
- F. Mileage Reimbursement
- Employees shall be reimbursed in accordance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder for job related travel on voucher submitted.


ARTICLE XVII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2018, and shall continue in full force and effect until June 30, 2021. This Agreement shall not be extended orally and may not be modified in whole or in part except by an instrument in writing, duly executed by both parties. It is further agreed that the provisions of this contract shall remain in effect without reduction, limitation or modification until such time as a new agreement is reached between the Board and the Association.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by the President, attested to by its Secretary and its corporate seal to be placed hereon.

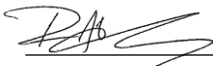
**BOARD OF EDUCATION OF THE TOWNSHIP OF ROBBINSVILLE,
IN THE COUNTY OF MERCER**

Attest:



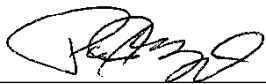
Kathie Foster, Superintendent
Robbinsville Board of Education

December 3, 2018
Date



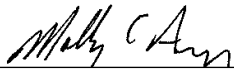
Richard Young, President
Robbinsville Board of Education

December 3, 2018
Date



Paul Gizzo, President
Robbinsville Principals &
Supervisors Association

December 3, 2018
Date



Molly Avery, Vice President
Robbinsville Principals &
Supervisors Association

December 3, 2018
Date