

AGREEMENT BETWEEN

**RANDOLPH TOWNSHIP
ADMINISTRATORS' ASSOCIATION**

AND

RANDOLPH TOWNSHIP BOARD OF EDUCATION

JULY 1, 2022 TO JUNE 30, 2026

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**ARTICLE I
RECOGNITION**

The Randolph Township Board of Education hereby recognizes the Randolph Township Administrators' Association as the majority representative for collective negotiation concerning all terms and conditions of employment for all personnel under contract listed below, but the Board shall not be obligated to fill any position listed below:

Principals
Vice Principals
Supervisors
Director of Guidance
Director of Athletics

**ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT**

- 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.* with a good-faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. Such negotiations shall begin not later than 120 days prior to the expiration of the Agreement or not later than as required by statute. Any agreement so negotiated shall apply to all administrators represented by the Association, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.
- B. During the negotiations, the Board and Association shall exchange points of view and make proposals and counter-proposals.
- C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to administrators covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation at this time, including the existing policies of the Board. During the term of this Agreement, neither party shall 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 executed this Agreement.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III GRIEVANCE PROCEDURES

A. Definition

1. A grievance is a claim by an administrator or the Association that he or she has suffered from the interpretation, application or violation of policies, agreements, and administrative decisions affecting terms and conditions of employment.
2. A grievance to be considered under this procedure must be initiated within twenty (20) calendar days from the time when the grievant knew or should have known of its occurrence.

B. Procedure

1.
 - a. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the grievant 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 waiver of further appeal of the decision.
 - b. It is understood that any administrator grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the Board and Administrative directives until such grievance and any effect thereof shall have been duly determined.
2. Any administrator who has a grievance shall discuss it first with the Assistant Superintendent designated by the Superintendent in an attempt to resolve the matter informally at that level. The Assistant Superintendent shall render a decision within five (5) work days. In the absence of an Assistant Superintendent position in the District, the grievance will proceed to the Superintendent level as set forth in Paragraph 3 of this Section.
3. The administrator grievant may appeal the decision of the Assistant Superintendent to the Superintendent of Schools no later than five (5) work days after receipt thereof. The appeal to the Superintendent must be made in writing specifying:
 - a) the nature of the grievance;
 - b) the nature and extent of the injury, loss, or inconvenience;
 - c) the results of previous discussions;
 - d) dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days from the receipt of the appeal. The

Superintendent shall communicate a decision in writing to the grievant, to the Association, and to the Assistant Superintendent.

4. If the grievance is not resolved to the grievant's satisfaction, the administrator, no later than five (5) work 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 papers and forward the request to the Board. The Board, or committee thereof, shall review the grievance, shall hold a hearing with the grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) calendar days of the date of the hearing. The hearing shall be held within a reasonably expeditious time but not exceeding thirty (30) calendar days after receipt of the appeal notice.
5. If the decision of the Board does not resolve the grievance to the satisfaction of the unit member grievant and the grievant wishes review by a third party, and the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) work days of receipt of the Board's decision. The grievance shall then be submitted to advisory arbitration, or if the Board and the Association agree, the grievance may be submitted to binding arbitration or some other form of legal relief. The costs of any arbitration would be equally borne by the Board and the Association. Advisory arbitration shall be limited exclusively to grievances arising out of interpretation, application, or violation of policies, agreements, and administrative decisions affecting a grievant.
6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
 - a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
 - b. A complaint of a probationary or non-tenure administrator which arises by reason of not being re-employed, except that such unit member may exercise any of the prerogatives outlined in 1,2,3 above.
 - c. A complaint by any administrator occasioned by appointment or lack of appointment to, retention in or lack of retention in, any position for which tenure is not possible or not required except that such administrator may exercise any of the prerogatives outlined in 1,2,3 above.
 - d. Any matter which according to law is either beyond the scope of Board authority or limited by statute to unilateral action by the Board alone.

7. Any administrator initiating a grievance may be self-represented at any or all stages of the grievance procedure, or at his or her option, by representatives of his or her own choice.
8. All meetings and hearings under this procedure shall not be conducted in public and shall include such parties in interest and their designated or selected representatives theretofore referred to in this article.

ARTICLE IV ADMINISTRATORS' RIGHTS

- A. Pursuant to *N.J.S.A. 34:13A-1 et seq*, the Board hereby agrees that every unit member as specified in Article I shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted and lawful activities for mutual aid and protection.
- B. The rights granted to administrators in this contract shall also include all those rights and benefits provided in the policies of the Board of Education for professional personnel.
- C. Every administrator shall have the right to pursue his or her duties in accordance with a written description of the regulations governing his or her role, powers, and duties adopted by the Board.
- D. Every administrator has the right to have his or her overall performance evaluated each year by the Superintendent or delegated representative(s). The annual summary evaluation conference shall be conducted by the evaluator(s) and the administrator being evaluated.
- E. No administrator shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any anonymous complaint shall not be used in the evaluative process.
- F. Whenever any administrator is required to appear before the Board, Board committee, or Superintendent, concerning any matter which could adversely affect the continuation in office, position or employment, or the salary of any increments pertaining thereto, the administrator shall be given prior notice of the reasons for such a meeting and shall be entitled to have representatives of the Association present for advice and representation during such meeting.
- G. Any complaint regarding an administrator which is or may be used in any manner in evaluating an administrator shall be processed according to the procedure outlined below:
 1. The immediate superior shall meet with the administrator to apprise the administrator of the full nature of the complaint and they shall attempt to resolve the matter informally.

2. If the Complaint is unresolved to the satisfaction of all parties, the administrator may request a conference with the complainant to attempt to resolve the complaint. If no conference can be arranged with the complainant, the complaint will be dropped.
- H. An administrator shall be afforded all protection as provided in the Constitution of the United States, the Constitution of New Jersey, the New Jersey Statutes and decisions arising therefrom and any other statutes which would afford similar protection.

ARTICLE V MANAGEMENT RIGHTS

- A. The Randolph Township Board of Education on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of New Jersey, and the United States, including, but without limiting the generality of the foregoing right:
1. To exercise executive management and administrative control over the school system and its properties and facilities.
 2. To hire all employees subject to the provisions of the law.
 3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary and /or advisable by the Board.
 4. To approve the selection of textbooks and other teaching materials.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

ARTICLE VI ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time such information as is in the public domain that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the unit members, teachers, and their students, together with information which may be necessary for the Association to process any grievance or complaint.

- B. The Association, with the Superintendent's prior approval shall have the right to use the school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.
- C. The Association shall have the right to use the inter-school mail facilities, school mail boxes, e-mail system and other electronics and web tools as it deems necessary with the prior approval of the Superintendent.
- D. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the unit members, and to no other organizations to the extent legal.

ARTICLE VII EVALUATION

Administrators shall be evaluated in accordance with the provisions of Title 18A and the Teach-NJ Act by the Superintendent using such criteria as may be deemed appropriate.

ARTICLE VIII ADMINISTRATOR FILES

- A. To maintain proper and appropriate personnel files, the following procedures shall be implemented:
 - 1. An administrator shall have the right to review the contents of his or her personnel file by scheduling an appointment with the Superintendent or his/her designee which shall be granted within two (2) work days of the request. Each shall be entitled to be accompanied by a representative of the RTAA during such a review.
 - 2. No derogatory material concerning the conduct, performance, service, character or personality of any administrator shall be placed in his or her personnel file without his or her knowledge. The administrator shall acknowledge that he or she has had the opportunity to review such material by signing the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. An administrator shall also have the right to submit a written answer to such material and such answer shall be reviewed by the Superintendent and attached to the file copy.
 - 3. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents. It shall not establish any separate personnel file which is not available for inspection by the administrator.

- B. Any written complaint regarding an administrator made to any superior administrator by any parent, student, or other person which is or may be used in any manner in evaluating such administrator shall be processed according to the procedure outlined below.
1. The Superintendent or immediate superior shall meet with the administrator to apprise the administrator of the full nature of the complaint and they shall attempt to resolve the matter informally.
 2. In the event a complaint is unresolved to the satisfaction of all parties, the administrator may request a conference with the complainant to attempt to resolve the complaint. If a conference with the complainant does not resolve the complaint, the administrator may request that the matter be adjudicated by the Superintendent. If the complainant does not wish to attend such a conference, the matter will be adjudicated by the superintendent based on all of the available information he/she has at hand.
 3. If the decision of the Superintendent is unsatisfactory to the administrator, the administrator may consider the matter grievable and proceed accordingly.

ARTICLE IX VOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. The Superintendent shall provide to the Association and electronically a list of the known vacancies which shall occur during the following school year. This list shall be amended periodically as vacancies occur. When reasonably possible, 24-hour notice shall be provided to the Association President in advance of its electronic posting.
- B. In making recommendations to the Board regarding requests for voluntary reassignment and/or transfer, the Superintendent shall honor the wishes of the individual unit members provided that the transfer does not conflict with the instructional or educational requirements and best interests of the school system as determined by the Superintendent.
- C. An administrator who desires a change in level and/or other assignment or who desires to transfer to another building may file a written statement of such desire with the Superintendent not later than May 15th. Such statement shall include the level and/or other assignment to which the administrator desires to be transferred, in order of preference.

ARTICLE X INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. When an involuntary transfer or reassignment is necessary, an administrator's area of competence, seniority, and other relevant factors, including, among other things, state

and/or federal laws, rules, regulations, or administrative directives, shall be considered in determining which administrator is to be transferred or reassigned.

- B. Vacancies may be filled by means of voluntary transfer or reassignment if there is a volunteer meeting the requirements and qualifications satisfactory to the Superintendent.
- C. Should an involuntary transfer or reassignment be made, the unit member involved shall be notified in writing by the Superintendent of the transfer or reassignment and the reasons therefore by May 15th of that school year, unless otherwise dictated by the needs of the district as determined by the Superintendent.

ARTICLE XI PROMOTIONS

All vacancies for promotional and non-promotional positions shall be publicized by the Superintendent. A copy of said notice shall be forwarded to the President of the Randolph Township Administrators' Association and also be posted electronically. The notice shall set forth the qualifications for the position, its duties, and the rate of compensation. When reasonably possible, 24-hour notice shall be provided to the Association President in advance of its electronic posting.

ARTICLE XII FAIR DISMISSAL PROCEDURE

- A. On or before May 15th, the Board shall give to each non-tenure administrator continuously employed since the preceding September 30, either:
 - 1. A written offer of a contract of employment for the next succeeding year providing for at least the same terms and conditions of employment, but with such increases in salary as may be required by law or agreement between the Board and the Association, or
 - 2. A written notice that such employment will not be offered.
- B. Any non-tenure administrator receiving notice that a contract for the succeeding school year will not be offered, may, within fifteen (15) calendar days thereafter, request in writing a statement of the reasons for non-employment, which shall be given to the non-tenure administrator in writing within thirty (30) calendar days after the receipt of such request.
- C. The non-tenure administrator having requested and received a written statement of reasons, may make a timely request for an informal appearance before the Board. The request must be made within ten (10) calendar days and the informal appearance scheduled within thirty (30) calendar days from receipt of the requested statement of reasons.

- D. The appearance before the Board is not to be considered as an adversary proceeding and will be privately held. The non-tenure administrator may present witnesses on his or her behalf. The witnesses need not present testimony under oath and will not be subject to cross examination. At all stages of this procedure the administrator shall be entitled to representation of his or her choice.

**ARTICLE XIII
REDUCTION IN FORCE**

- A. The Board may reduce its work force in accordance with the provisions of *N.J.S.A. 18A:28-9 et seq.* Such reduction shall be made on the basis of seniority according to standards established by the Commissioner of Education and approved by the State Board of Education and are found in *N.J.A.C. 6A:32-5.1*.
- B. If a reduction in force is being considered, the Board shall notify the RTAA as soon as practicable, but not less than sixty (60) calendar days prior to the end of the school year preceding the school year that such reduction is to go into effect.
- C. If such a reduction is necessary, any administrator affected by such reduction must receive written notice thereof at the earliest practicable time but in no event less than sixty (60) calendar days prior to the end of the school year preceding the school year that such reduction is to go into effect, together with a detailed statement of the reasons why he/she was selected. The RTAA shall receive copies of all such notices.

**ARTICLE XIV
WORK YEAR**

- A. Work Year
 - 1. 12-Month Employees

The work year for 12-month unit members shall follow the Central Office Administration annual work calendar including the annual holiday schedule set forth below:

- a. Independence Day
- b. Labor Day
- c. Thanksgiving Day
- d. Day after Thanksgiving
- e. Christmas Eve
- f. Christmas Day
- g. New Year's Eve
- h. New Year's Day
- i. Martin Luther King Day

- j. Presidents' Day
- k. Good Friday
- l. Memorial Day
- m. Five (5) Floating Holidays to be used on days when school is not in session

On the above listed 12 holidays, the school district is closed. No district events shall ordinarily be scheduled.

12-month employees shall be permitted to work remotely a total of five (5) days, to be used between July 1 and August 15 each year. No more than 2 of these days can be used consecutively.

2. 10+1 Month Employees

The work year for 10+1 Month unit members shall be defined as follows:

For the time period from the first day on which fall classes begin through the last day on which all teachers are required to report, the unit member shall follow the teachers' calendar.

The unit member shall work an additional 31 days during the contractual year of July 1 through June 30 when school is not in session. A minimum of 20 days, with a maximum of 24 days, shall be worked between July 1 and the first day of fall classes, and a minimum of four (4) days must be worked between the last day of school and June 30. Those days shall be determined in agreement between the unit member and their immediate supervisor. Other days to meet the requirement must be worked on school holidays not included in Article XIV(A)(1).

In the event that a unit member is not hired for the start of the contractual year the days shall be prorated in that first year as follows:

- a. Start Date between July 1 and August 1: 31 days as indicated above.
- b. Start Date between August 2 and the first day of fall classes: 26 days as indicated above, reduced by one day for each workday after August 2 that the unit member is not employed.
- c. Start Date between the first day of fall classes and June 30: all weekdays between the last day of school and June 30.

3. Administrators shall not be required to be in attendance on days that school is closed due to inclement weather or for other emergency reasons. Saturdays and Sundays are not accruable toward the work year unless approved by the Superintendent.

4. For the purposes of all per diem calculations in this contract, the following shall be used: 1/237.

B. Vacations for twelve-month Administrators shall be as follows:

1. Twelve-month unit members accrue vacation at the rate of 20 days per year. Unit members hired before July 1, 2022 will continue to accrue vacation days, as they have in the past, by working in the current year to earn them for the future year on a prorated basis.
2. For all members who commence employment on or after July 1, 2022, vacation time shall be considered to be earned on a pro-rata basis and shall be used in the year in which it was accrued, with the exception of (B)(4) below. If the employee leaves the district before vacation time is accrued and has used that time, unaccrued but used time shall be deducted from the employee's final paycheck(s) at the per diem rate in Article XIV(A)(4).
3. Specific vacation dates will be determined with the superintendent in accordance with the needs of the district. A portion of the vacation days may be scheduled at other than the traditional summer period. The use of vacation time during the school year will be authorized by the unit member's supervisor based upon the need of the school or department to which the unit member is assigned. No more than two (2) consecutive vacation days may be taken when schools are in session without the Superintendent's prior approval in writing with a copy to the board president. Such request shall not be unreasonably denied.
4. A maximum of five (5) unused vacation days may be carried over to the following work year. The five days that are carried over must be used prior to the start of the new school year.

C. Personal Days and Sick Leave Bank

Each unit member is granted four (4) personal days in each year of employment.

D. Compassionate Leave Bank

A unit member may use personal days to build a compassionate leave bank containing a maximum of ten (10) days. The use of compassionate days is restricted to illness in the family or family emergencies. Once banked, single compassionate leave days may be used by the unit member upon request. Unit members who desire to use two (2) or more compassionate leave days in succession, or who wish to use compassionate leave days in tandem with personal days, must secure the approval of the superintendent.

**ARTICLE XV
SICK LEAVE**

- A. Administrators and supervisors employed on a twelve-month contract shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Administrators shall be given an accounting of accumulated sick leave days upon request.

**ARTICLE XVI
TEMPORARY LEAVES OF ABSENCE**

- A. Subject to Section C of this article, administrators shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year.
 - 1. With the approval of the Superintendent or his representative, an administrator may be granted temporary leave of absence for professional observations and meetings.
 - 2. Absence due to death in the unit member's immediate family or household shall be allowed with full pay for a period not to exceed five working days, provided that such days are used within ninety (90) days of the death. (Immediate family shall include husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, legally recognized domestic partner, child of domestic partner, or other relatives residing in the unit member's household).
 - 3. A one-day absence due to the death of non-immediate members of the unit member's family shall be allowed with full pay, to be used within thirty (30) days of the death.
 - 4. Absence for personal business shall be limited to four (4) school days per year. Substantiation of reasons shall be submitted by the unit member to the Superintendent upon request.
 - 5. Absence from school or duty by reason of subpoena or jury duty shall be allowed, provided the subpoena is filed with the Superintendent.
 - 6. Absence for other reasons than stated above may be considered and approved by the Board.

B. Pregnancy Disability Leave

An Administrator upon confirmation of her pregnancy may apply to the Board for a disability leave. Such leave shall be granted in conformance with the following procedures:

1. Such request shall be accompanied by a physician's written confirmation of the anticipated date of disability and the anticipated date of delivery. This confirmation shall be sent to the Board no later than sixty (60) calendar days prior to the anticipated date of delivery.
2. The administrator may use all or part of her accumulated sick days, and the Board shall grant such use under the same terms and conditions governing leave of absence for other illness or medical disabilities.
3. The period of disability leave for pregnancy shall be determined by the administrator's physician subject to confirmation by the Board's physician, if required.
4. In addition to the medical certificate of disability referred to in 1 above, an administrator shall be required to produce an additional medical certificate within fourteen (14) calendar days following the date of delivery. This certificate shall state the specific period and termination date of the post-partum disability period. In the event that normal conditions do not prevail for post-partum, the administrator's physician may submit an additional certificate.
5. The Board shall not maintain or enforce any policy or practice for removal of any tenured or non-tenured administrator from her duties based on pregnancy or term of pregnancy but shall consider and treat each administrator on an individual basis.
6. The Board may remove any pregnant administrator from her duties on any one of the following bases:
 - a. Performance: The administrator's work performance has declined because of disability from the time immediately prior to her pregnancy.
 - b. Physical incapacity: The administrator's physical condition or capacity is such that her health would be impaired if she were to continue or resume working, and which physical incapacity shall be deemed to exist only if:
 - (1) the pregnant administrator fails to produce a certification from her physician that she is medically able to continue work following a request by the Board for such certification; or,
 - (2) the Board's physician and the unit member's physician agree that she cannot continue working; or

- (3) following any difference of medical opinion between the Board's physician and the administrator's physician, the Board requests expert consultation in which case the Morris County Medical Society shall appoint an impartial third physician who shall examine the administrator and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working or to remain on disability leave occasioned by pregnancy. The expense of any examination by an impartial third physician under this paragraph shall be paid by the Board.
7. An administrator may return to work immediately following the medically certified disability period upon notice to the Board which must be given at the same time as the initial notice of pregnancy request for disability leave is presented to the Board referred to in paragraph 3 above, and subject to paragraph 6 above.
8. In the event that normal conditions attendant upon pregnancy and birth do not prevail the administrator may apply to the Board in writing to return to her position prior to the termination of the disability period for which leave had been requested initially. Such return shall be effective no later than seventy five (75) calendar days from the date of application by the administrator seeking early return from disability leave, or as determined by the superintendent based on the needs of the school district and the job responsibility of the administrator. The choice of either of the dates shall be at the Board's discretion. During this period of time between the end of the medical disability period and the date of return to duty, the administrator shall be placed on an unpaid leave of absence.

C. Child Rearing Leave

1. In the case of the birth and/or adoption of a child, any tenured administrator shall have the right to apply for a leave without pay for child rearing purposes. In cases where both husband and wife are employees in this school system, only one of said persons may be entitled to such leave at any one time.
2. A child rearing leave shall be granted for not more than two (2) full school years and the remainder of the school year in which the leave began.
3. Application for a child rearing leave must be filed at least sixty (60) calendar days before the anticipated birth of the child. Applications shall specify the intended period of leave requested by the administrator. Application deadlines may be waived in cases of sudden emergency.
4. Child rearing leave for administrators on pregnancy disability leave shall begin immediately upon the termination of the pregnancy disability as certified by the administrator's physician subject to the Board's right to obtain a medical opinion from its own physician.

5. Notification by the administrator of either (a) intent to return, (b) request for an extension, or (c) shortening of time for a previously approved child rearing leave shall be submitted in writing to the superintendent no later than April 1st.
 6. The termination date of the child rearing leave shall be determined by the superintendent based on the needs of the school district and the job responsibility of the administrator.
 7. A child rearing leave may be granted to a non-tenured administrator but shall not be extended beyond the end of the contract year in which the leave began.
 8. An administrator returning from disability and/or child rearing leave(s) is entitled to all benefits to which administrators returning from other leave would be entitled.
- D. A notification or request for temporary leave of absence shall be forwarded on the appropriate form to the superintendent for approval.
- E. Leave benefits provided under this Article shall satisfy but shall not be in addition to leave benefits available pursuant to Federal and State Family and Medical Leave statutes. To the extent that any provision of this article is inconsistent with the requirements of Federal and State Family and Medical Leave statutes, the statutory language shall control.

**ARTICLE XVII
EXTENDED LEAVES OF ABSENCE**

Leaves of absence without pay may be granted by the Board for good reason.

**ARTICLE XVIII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The Board shall reimburse an administrator in the amount of 75% of the tuition fee for graduate study courses taken by Administrators up to seven thousand dollars (\$7,000) for each Administrator per calendar year. All graduate courses must be approved by the Superintendent, taken in accordance with the following criteria:
1. Each course must be within the scope of the staff member's professional certificate or must be in the area of general professional development which is deemed by the Superintendent to be valuable in improving the professional performance of the staff member in the position he or she now holds.
 2. Any course specifically required for a degree in the staff member's field.

3. While the Board recognizes the importance to the school system of general cultural improvement of staff members, it also recognizes that this is a personal responsibility of the staff member and no reimbursement will be granted for such courses,
 4. No reimbursement will be made for any course which does not meet the requirements of *N.J.S.A.* 18A:6-8.5 and 8.6.
 5. No reimbursement will be given for courses taken to fulfill requirements for temporary, provisional, emergency, or initial standard certificates, or for advanced degrees in fields other than the field in which the staff member is now working unless such courses are specifically recommended by the Superintendent for the good of the school system.
 6. All requests by administrators for approval of courses must be submitted through the principal to the Superintendent as follows:
 - a) For fall semester courses not later than October 15th.
 - b) For spring semester courses not later than February 15th.
 - c) For summer courses not later than July 15th.
 7. Since the reimbursement for professional staff improvement is provided for the ultimate benefit of the children and schools of Randolph Township, no reimbursement will be made for courses taken by staff members who for any reason indicate that they will leave the system.
 8. A statement of final passing grade attained and receipt for tuition payment must be submitted along with a voucher before payment may be made.
 9. In order to be and remain eligible for tuition reimbursement, a unit member must remain employed by the District for two (2) years after receiving reimbursement. Should a unit member voluntarily separate from employment prior to the completion of the two (2) year period, the unit member shall reimburse back to the Board a pro-rated portion of tuition reimbursement received, as follows:
 - a. Unit members voluntarily leaving the District after receiving tuition reimbursement within one year of accepting payment will reimburse the Board 100% of the funds received.
 - b. Unit members voluntarily leaving the District within two (2) years will reimburse the District 50% of the funds received.
- B. The Board will pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an administrator or supervisor is required and/or requested by the Superintendent to take. Expenses shall not exceed limits established by

the New Jersey Department of Education and the New Jersey Office of Management and Budget.

- C. Subject to the approval of the Superintendent, the professional development of administrators may involve attendance at national, state and regional professional meetings, conferences, conventions and workshops and may be reimbursed for documented expenses in accordance with rules established by the New Jersey Department of Education and the New Jersey Office of Management and Budget.

- D. Transportation for interschool and other school business travel shall be compensated at the rate established annually by the New Jersey Department of Education and the New Jersey Office of Management and Budget.

ARTICLE XIX SALARIES

- A. The salaries of all unit members covered by this Agreement shall be as set forth on the annexed Schedule "A."
 - 1. Unit members employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
 - 2. When a payday falls on or during a school holiday, vacation, or weekend, unit members shall receive their pay on the last previous working day.
 - 3. Unit members shall receive their final checks and the pay schedule for the following year on the last working day in June.

- B. Computations of Salaries for Administrators
 - 1. The annual salary for each administrator who receives an effective performance rating shall be at least \$2,000 above the maximum guide step salary of the current REA teacher salary guide in effect. This provision shall not apply to newly appointed administrators and supervisors until after completion of the third year in their position. The total amount of any adjustment hereunder shall not be included in the agreed percentage distribution to the Association.
 - 2. Any administrator who completes 30 credits beyond the Masters Degree during the duration of this agreement shall be granted an additional \$1400 pay increase.
 - 3. Unit members with a newly earned doctorate during the course of this contract shall receive extra compensation in the amount of \$1,500. This differential is awarded on a one-time basis only and shall not become part of the annual base salary.

C. Unit members may elect to participate in a 403B tax sheltered annuity plan. The Board of Education will match the unit member's contribution of up to three percent (3%) of that member's salary for each year of this Agreement.

D. Health Insurance

1. Unit members shall continue to receive health insurance benefits with the same coverage levels as previously provided. However, each unit member shall pay the amount of contribution required by P.L. 2011, c. 78 through a payroll deduction plan. The Board shall establish a Section 125 Plan. All out-of-network claims will be paid at one-hundred and eighty percent (180%) Centers of Medicare & Medicaid Services ("CMS"). Additionally, the parties agree that effective July 1, 2021, the Board will no longer provide a HIPAA-compliant reimbursement fund, which shall be fully-funded by the Board and operated by the Medical Cost Advocate ("MCA"). Employees enrolled in a Ch.44 plan shall contribute to his/her health benefits in accordance with the rates set forth in Ch.44.

E. Optional Health Benefit Opt-Out Provision

As of the effective date of this agreement, each eligible unit member will be offered the opportunity to opt-out of the group medical program. Re-entry into the plan will generally be available only at the annual open enrollment periods. Special life events will permit re-entry as of the date of such event. These life events will include divorce, the death, disability, or employment termination of a spouse, and activation to military service of the spouse or the unit member. There shall be no charge to a unit member who elects to opt-out of the group medical plan, nor shall any unit member that elects to opt-out of the plan receive any additional payment or other remuneration for doing so.

F. New personnel shall negotiate their initial salaries.

G. Salary increases for administrators covered by this Agreement shall not be automatic but shall be granted for effective service upon recommendation of the superintendent after evaluation by the assigned evaluator(s). The Board retains the right to deny an increment in the case of an administrator who fails to achieve an effective performance evaluation in accordance with the provisions of Article VII of this agreement. An administrator whose increment will be denied must be notified in writing by April 30th and he or she must be given specific reasons in writing for the denial of the increment.

**ARTICLE XX
PAYMENT FOR UNUSED SICK DAYS**

A. Unit members covered by this agreement who leave the employ of the Randolph Township Schools, and who, at the time of separation become officially retired under the provisions of the Pension Plan, shall receive reimbursement from the Board for a fraction of unused

sick days accumulated during their employment in the Randolph Schools. The percentage (32%) used in the formula to determine the amount of sick time retirement payout shall remain in effect for the existing bargaining unit but shall be reduced from thirty-two percent (32%) to twenty-five percent (25%) for all Administrators hired on or after July 1, 2003. The formula to be used to determine the amount is to be the current salary divided by 237 x current sick day bank x 32% for those hired before July 1, 2003. For all Administrators hired on or after July 1, 2003, the formula to be used to determine the amount is to be the current salary divided by 237 x current sick day bank x 25%.

1. A day's pay shall be calculated by using 1/237 of the contracted salary of a unit member employed on a twelve (12) month contract.
 2. In the event employment terminates prior to February 1st of the school year covered by the duration of this Agreement, the Board shall pro-rate one (1) day per month of a completed employment for the last year.
 3. Termination occurring after February 1st of the school year covered by the duration of this Agreement shall entitle the unit member to utilize the maximum annual sick leave granted at that time minus all used sick days for final year computation.
 4. There will be a cap of eighteen thousand dollars (\$18,000) on sick time retirement payout. This cap does not apply to Administrators who vested at least fifteen thousand dollars (\$15,000) of accumulated sick leave time as of June 30, 2004. All administrators hired on or after May 21, 2010, shall be capped at Fifteen Thousand Dollars (\$15,000) on sick leave retirement payouts.
 5. Sick time payout upon retirement will be made over two (2) fiscal years.
- B. In the event of the death of a unit member who has completed fifteen (15) years of service in the District, payment of such terminal pay as calculated in accordance with Paragraph A. 1, 2 and 3 of this Article shall accrue to said unit member's estate and/or designated beneficiary(s). Payment of such entitlement shall be made to the beneficiary and/or estate in lump sum payment within one (1) month of the death or within the calendar year.

**ARTICLE XXI
DEATH OF EMPLOYEE VACATION PAYMENT ENTITLEMENT**

In the event of the death of a unit member before his/her contract period is completed, accrued vacation time shall be paid to said employee's estate in the calendar year of death.

ARTICLE XXII

DEDUCTIONS FROM SALARY

The Board agrees to deduct from the unit members' salaries dues for voluntary membership in the following associations which are, or may be, available to Association members:

1. Randolph Township Administrators Association;
2. New Jersey Principals and Supervisors Association;
3. Association for Supervision and Curriculum Development (NJ and National);
4. Morris County Association of Elementary and Middle School Administrators;
5. National Association of Elementary School Principals;
6. National Association of Secondary School Principals; and
7. National Middle School Association.

Such deductions shall be made in compliance with P.L. 1971, c. 275 and P.L. 1979, c. 447, and under rules established by the State Department of Education. Said monies, together with records of any corrections shall be transmitted to the Association Treasurer by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.

The Association will save harmless and ensure that the Board of Education is blameless against all forms of financial liability that may arise out of, or by reason of, any action taken or not taken in conformance with this provision

ARTICLE XXIII MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignments, promotion, transfer or discipline of unit members or in the application or administration of this Agreement on the basis of race, creed, ethnicity, or religion, national origin, gender, sexual orientation, domicile, marital status, or political activity/affiliation.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to unit members covered by this Agreement as established by the written rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any unit member benefit existing prior to its effective date.

- D. No additional costs shall be accrued to unit members for medical benefits during the term of this contract.
- E. If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law, than 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.
- F. Any individual contract between the Board and an administrator heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- G. The Board will make an electronic copy of this Agreement available on the District's website.
- H. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by written notice to the following addresses:
 1. If by the Association, to the Board at its offices.
 2. If by the Board, to the Association at the school of the Randolph Township Administrators' Association President (or acting President).

**ARTICLE XXIV
DURATION OF AGREEMENT**

- A. This Agreement shall be effective from July 1, 2022 and shall continue in effect until June 30, 2026 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. 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 its president, attested by its secretary and its corporate seal to be placed thereon, all of the day and year set forth below:

FOR THE RANDOLPH TOWNSHIP
BOARD OF EDUCATION

FOR THE RANDOLPH TOWNSHIP
ADMINISTRATORS ASSOCIATION

By:  _____


— Ron Conti, President

By:  _____

— David Kricheff, President

By:  _____

— Tammy MacKay, Negotiations Chairperson

By:  _____

— Michael LoRicco, Negotiations Chairperson

ATTEST:

By:  _____

— Stephen Frost, Board Secretary

WITNESS:

By:  _____

SCHEDULE "A"
ADMINISTRATOR SALARY INCREASES 2022-23 TO 2025-26

Year	Salary increase
2022-2023	\$4,300.00 per member
2023-2024	\$4,300.00 per member
2024-2025	\$4,300.00 per member
2025-2026	\$4,300.00 per member