

Agreement between
THE RAMAPO INDIAN HILLS ADMINISTRATORS ASSOCIATION
and
THE BOARD OF EDUCATION OF THE RAMAPO INDIAN HILLS
REGIONAL HIGH SCHOOL DISTRICT
2006-07 through 2009-2010 School Years

Article 1: Recognition

- A. The Board hereby recognizes the Ramapo Indian Hills Administrators Association, during the term of this agreement, as the exclusive representation for collective negotiations concerning the terms and agreement of employment for all personnel who comprise the unit hereunder as follows:
1. High School Principals (2)
 2. High School Assistant Principals (4)
 3. District Coordinator of Administrative Computer Services
- B. The term "administrators", when used in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as defined above.
- C. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

Article 2: Successor Agreements/Negotiation Procedure

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with N.J.S.A. 34:13A-1 et. seq., in a good faith effort to reach agreement on the terms and conditions of employment.
- B. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement 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, or otherwise detract from any administrator's benefits existing prior to its effective date.
- C. This agreement represents and incorporates the complete final settlement by the parties of all issues that were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.
- D. This Agreement incorporates the entire understanding of all parties on all matters that were or could have been the subject of negotiation. 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 times 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 3: Evaluation Procedures

- A. The Superintendent, or such individual as the Superintendent shall designate, shall evaluate each member of the Association a minimum of one (1) time per year utilizing the confidential evaluation agreed upon by the Board of Education.
- B. Each administrator shall acknowledge having received a copy of each written evaluation.
- C. The personnel files of the administrators shall remain as secure as the files of other professional staff in the district. Should the need exist for file review, other than the annual evaluation review by the Board of Education, by a person or persons other than the Superintendent or an administrator's immediate supervisor, each administrator whose file is to undergo such review shall be given advance written notice of such review stating: the person or persons to review the file, the position of such person(s), the date of the review, and the reason(s) for the review. A copy of such notice shall be added to the file.

Article 4: Leaves of Absence

- A. Sick Leave: All full-time administrators shall be entitled to twelve (12) days sick leave per year. Eleven-month administrators shall be entitled to eleven (11) days sick leave per year, and ten-month administrators shall be entitled to ten (10) sick leave days per year.
 - 1. Unused days of sick leave shall be accumulated from year to year. Upon retirement, administrators shall receive payment for all unused sick days accumulated after June 30, 1973, on the following basis:
 - 2. For each unused sick day, the retiring administrator shall be paid 1/360th of the annual salary stipulated for the first (1st) step of the BA guide for teachers for the year in which the sick day was accumulated.
 - 3. For the purpose of this computation, sick days hereafter taken shall be charged against and deducted first from those accumulated in 1973, and thereafter from those accumulated in each subsequent year to the end that those sick days first accumulated shall be the first lost.

- a. As utilized herein, retirement shall be defined by TPAF, exclusive of deferred retirement. An employee must submit his or her letter of resignation for purposes of retirement by January 1 if retirement is effective June 30, or within six months advance notice if retirement is effective at any other time during the school year. An emergency resulting in a disability retirement will be the sole exception to this provision.
- b. Absence for reasons given below, not allowable as sick leave, will be granted as follows (non-accumulative):
 1. Up to five (5) days for death in the immediate family without deduction pay.
 2. Up to three (3) days for death in the family without deduction in pay.
 3. Up to a total of four (4) days per school year with pay but unrestricted as to reason ("Personal Day").
 4. Other temporary leaves of absence as determined by the Superintendent.
 5. Extended leaves of absence will be granted for:
 - a. Maternity Leave
 - b. Paternity Leave
 - c. Adoption Leave
 - d. Family Illness

Note: Immediate family means any relative residing in the same household as that of the administrator, or any of the following relatives: mother, father, brother, sister, child, stepmother, stepfather, stepbrother, stepsister, stepchild, mother-in-law, father-in-law. Family means any relative not residing in the same household as that of the administrator, namely, aunt, uncle, niece, nephew, first cousin, grandchildren, grandparents, brother-in-law, and sister-in-law.

Article 5: Vacations

- A. Vacations shall be as follows:
 1. Twenty (20) days per year during the summer recess, and
 2. The holiday recess scheduled in the school calendar during the months of December to January of each school year, and
 3. One of the two recesses known as the winter recess or the spring recess.
- B. Permit the members to use up to three (3) of the allotted vacation days as floating days consecutively or individually with the approval of the superintendent.
- C. Administrators may, without the prior written approval of the

superintendent, carry over to the following year up to five (5) days vacation time, which cannot be utilized during the current school year. The referred to five (5) days may be scheduled to be taken only during such period of time as school is not in session and scheduling shall be at the discretion of the superintendent.

- D. Administrators employed hereafter from outside the district shall earn vacation time as provided above only after the successful completion of his/her initial school year's employment and thereafter only after the successful completion of each succeeding full school year's employment. An administrator whose initial or final school year of employment shall be less than an entire school year shall receive a pro-rated share of vacation time provided above after the successful completion of such initial partial school year of employment.
- E. Twelve-month administrators appointed from within the district shall have the option of up to three weeks time-off during the interim summer between his/her previous service and the appointment to the twelve-month position, without remuneration by the Board of Education. Such administrator's monthly salary for the month/months involved with time-off shall be pro-rated accordingly.

Article 6: Reimbursements: Tuition, Fees, Books

- A. The Board shall reimburse full-time administrators for tuition and other official college oriented cost incurred in professional improvement \$900 per year effective for the 2006-07 school year and to a maximum of \$1,900 per year effective for the 2007-08 through to the 2009-10 school years. The superintendent must approve courses. Tuition reimbursement may also be used for the costs of mentoring fees for assistant principals and principals.
- B. All coursework taken must meet the minimum of "B" or better. In a pass-fail course, a "pass" will be considered the equivalent of a "B" for purposes of tuition reimbursement.

Article 7: Insurance Protection

The Board of Education shall provide health care insurance protection as indicated and pay the full premium for both the administrator and full family coverage as follows:

- A. *Horizon Blue Cross Blue Shield of New Jersey – basic health insurance and major medical coverage.*
- B. *BeneCard BeneRx Prescription Benefit Plan – co-pay (\$0 co-pay for generic drugs, \$10 for brand name) with a \$1,000 maximum cap per calendar year per individual covered.*

Effective January 1, 2003, the maximum cap per benefit year per individual covered shall be increased to \$1,500. Individuals who have reached their previous \$1,000 cap shall be entitled to an additional \$500 for the remainder of the 2002-03 benefit year.

Effective January 1, 2003, the co-pay structure for prescription drug insurance benefit plan shall be modified to reflect a Preferred Medication Program – three-tier copay system as follows:

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| 1. Retail Generic CoPay | \$10 |
| 2. Retail Preferred Brand Name CoPay | \$20 |
| 3. Retail NonPreferred Brand Name CoPay | \$35 |

34-Day or 100 Units

- | | |
|---|------|
| a. Mail Order Generic CoPay | \$20 |
| b. Mail Order Preferred Brand Name CoPay | \$40 |
| c. Mail Order NonPreferred Brand Name CoPay | \$70 |

90-Day Supply

If the actual cost of the prescription is less than the stated co-payment amount, unit members will only be required to pay the actual cost of filling the prescription.

Actual costs of filling a prescription and all co-pays and prescription drug expenses in excess of the annual \$1,500 maximum are subject to reimbursement under the Major Medical portion of the health insurance programs at 80% after deductible and 100% after the \$400 out-of-pocket coinsurance maximum has been met.

The benefit year for prescription drug coverage shall run from July 1 to June 30.

- C. Delta Dental dental plan with a \$100.00 employee and \$300.00 family deductible per calendar year. Employees will be provided an opportunity to enroll in the Preferred Provider Option (PPO) if a minimum fifty (50) employees are enrolled.
- D. For all employees who are returning to work for the ensuing school year, the Board shall pay premiums sufficient to keep the insurance coverage in effect without interruption.
- E. All new employees shall be enrolled in the healthcare insurance protection on the first of the month succeeding that on which they are employed.

- F. If available from the insurance carrier, the Board shall provide to each employee a description of the healthcare insurance provided under the Article, same to be provided at the beginning of the school year.
- G.
 1. The parties agree that the definition of the full-time teacher for purposes of medical benefits shall be one who is employed on a regular basis for the school year and whose assignment is .8 or greater.
 2. Notwithstanding G1 above, the parties agree to grandfather any employee who was receiving health benefits during the 1996-97 school year so that he/she will continue to receive them. If an employee receiving benefits during the 1996-97 school year is reduced in force, he/she will continue to receive health benefits if employed at .5 or greater. If an employee receiving health benefits during the 1996-97 school year loses his/her position and is subsequently rehired, he/she will receive health benefits as long as he/she is re-employed at .5 or greater.
- H. Effective September 1, 1999, unit members shall be entitled to waive coverage in any of the insurance plans and receive 25% of the cost savings for medical coverage and 50% of the cost savings for prescription drug and dental coverage that accrue to the Board under that option.
 1. A member will be able to waive one, two, or all of the coverages (that is, medical, prescription drug, and/or dental.)
 2. Such waiver will be made in writing on or before May 1 for each succeeding year. In a significant change of circumstances, e.g., death of spouse, an employee may re-enroll if allowed by the Plan(s) with the pro-rated return of the amount received by the employee as a result of such waiver.
 3. The tax liability of all members (including those not opting for the Cash Out) shall be protected under a 125 Plan.
 4. The details of the 125 Plan are on file in the Office of the Business Administrator.
- I. The Association and its members recognize that the Board's goal continues to be to encourage employees to avail themselves of the POS plan by making that plan design more acceptable to the Association. The modifications to the POS plan and the incentives offered are consistent with that goal. The Association recognizes this position and the BOE's desire to have the opportunity to market the POS plan to the staff. The Association and the Board, if asked in the selection process,

will provide factual information that will aid unit members in making the appropriate choice for their individual situation.

- J. 1. Effective July 1, 2007, for their first four years of service, all new hires will be enrolled in a POS plan with an 80/20/ out-of-network benefit, reducing the out-of-network, out-of-pocket maximum (now \$2,000/\$5,000 – not a catastrophic limit) to \$1,000/\$2,500.
2. Upon completion of the fourth year of service, the unit member may opt into any plan then available except the Traditional Plan at no cost in the next open enrollment period.
3. The Board will notify employees as their four-year anniversary approaches of the options available to them.
4. Current unit members (as of June 30, 2007) opting out of the Traditional or PPO Plan into a POS Plan or currently enrolled in a POS Plan will get an incentive of not less than 50% of the differential between the plan in which they are currently enrolled (or the PPO for those enrolled in the POS) and the POS for not less than two years. Such a move to POS will be permanent.
5. Unit members employed after July 1, 2007 who choose to remain in the POS Plan permanently after their fourth year of service will receive the same incentive payment as in 4 above.
6. Enrollment in the Traditional Plan will be frozen as of June 30, 2007. All current unit members in the Traditional Plan may remain in that plan until they voluntarily choose to change plans or until they resign or retire from the District.
7. Deductibles within the PPO (out-of-network) and the Traditional plans will increase from \$100/\$200 to \$200/\$400 (\$200 individual, \$400 family) effective July 1, 2007.

Article 8: Deductions from Salary

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its administrators dues for any one or combination of associations as said administrator individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 233 NJ Public Laws of 1969 [N.J.S.A. 52:14-159 (e)] and under rules established by the State Department of Education. The person designated shall distribute such moneys to the appropriate association or associations.

Each of the associations shall certify to the Board in writing, the current rate of its membership dues. Any association, which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of such change.

B. Local, State and National Services

The Board agrees to deduct from the administrators' salaries money for local, state and/or national association services and programs as said administrators individually and voluntarily authorize the Board to deduct and to transmit moneys promptly to each such association or associations. Any administrator may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

C. Tax Sheltered Annuity

An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of R.S. 18A: 66-127, et seq., and the terms of a group contract approved by the Board.

Article 9: Professional Administrators Association Dues

A. Each administrator shall be entitled to belong to *County, State, and National professional administrative organizations (for a total of three) for which the Board of Education agrees to pay annual dues*, provided that the said association is in no manner concerned with the collective bargaining or negotiating procedures on behalf of administrators, and provided that said the Superintendent of Schools approves organization.

B. Attendance at professional administrative conference/conventions approved by the superintendent of schools shall be permitted, and the Board of Education shall reimburse reasonable expenses incurred thereby. Such attendance and reimbursement shall be limited to one (1) conference/convention per year for any administrator, and only one (1) administrator shall be entitled to attend and be reimbursed for any such conference/convention.

Article 10: Use of Automobile

Administrators shall receive the same benefit as to the use of an automobile as granted to teachers in the Ramapo Indian Hills High School District under Article XXV, Section H, of the existing contract between the Ramapo Indian Hills Education Association, Inc. and the Board of Education of the Ramapo Indian Hills High School District; IRS rate, adjusted as of July 1 each year.

Article 11: Salaries

See salary schedules (attached) in Appendix A.

Article 12: Annual Physical Examinations

A yearly physical examination is to be secured by each administrator on an optional basis. The cost of each administrator's physical exam is to be first submitted to the insurance carrier and if the insurance carrier does not cover any charge, the rest will be reimbursed by the Board of Education.

Article 13: Grievance Procedures**A. Definition**

A grievance shall mean a complaint of a personal loss by an administrator (1) that there has been as to him/her a violation, misinterpretation of inequitable application of any of the provisions of the Agreement, or (2) that he/she has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or decision governing or affecting administrators. However, the term "grievance" shall not include or apply to any matter: (a) which is a complaint of a non-tenure administrator arising by reason of his/her not being re-employed; or (b) which is 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 required; or (c) application of any rule or regulation of the State commissioner of education. A grievance to be considered under this procedure must be initiated by the administrator within thirty (30) calendar days from the time when the administrator knew or should have known of its occurrence. As used in this definition, the term "administrator" shall also mean a group of administrators having the same grievance.

B. Purpose

Any individual administrator or group of administrators shall have the right to present a grievance. With respect to personal grievances, administrators shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting grievances. An administrator shall have the right to present his/her own grievance or to request a representative, and the Association shall appoint the representative. The administrator has a right to have a representative appear with his/her commencing with Level Two and all subsequent levels of the Grievance Procedure.

C. Procedure**1. Level I**

Any administrator who has a grievance shall discuss it first with the appropriate building principal. Building principals shall first discuss a grievance of their own with the superintendent.

2. Level II

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

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

The principal (or superintendent) shall communicate his/her decision to the administrator and to the Association in writing within ten (10) school days of receipt of the written complaint.

3. Level III

The administrator, other than the building principal, may appeal the principal's decision to the superintendent within seven (7) school days. Building principals may appeal the superintendent's decision of their own grievance to the Board of Education. The appeal to the superintendent (or Board) must be made in writing and must set forth the grounds upon which the grievance is based, including reference to the specific provisions of the Agreement, Board policy, or decisions, which are in issue. Upon request by the administrator, the superintendent shall have a conference with the administrator and his/her representative, if any. (Procedures for appeals to the Board will be presented in Level IV.) The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) school days. The superintendent shall communicate his/her decision in writing to the administrator, to the Association, and to the principal involved. References in this Article to the superintendent of schools shall also include his/her designee.

4. Level IV

If the grievance is not resolved to the administrator's satisfaction, he/she, no later than five (5) school days after receipt of the superintendent's decision, may request a review by the Board of Education. All appeals to the Board shall be submitted in writing through the superintendent, who will attach all related papers and forward the appeal within five (5) school days to the Board of Education. The appeal shall state the dissatisfaction with the superintendent's action. The Board may consider the appeal on the written record submitted, or the Board may, on its own election, conduct a hearing; requesting the submission of additional written material. Where additional materials are requested by the Board, notice thereof shall be served upon

the adverse parties, who shall have the right to reply thereto. If the Board conducts a hearing, it shall be held within twenty-one (21) calendar days of the receipt of the grievance appeal by the Board. The Board shall make a determination within thirty-five (35) calendar days from the receipt of the grievance appeal. Reference in this Article to the Board of Education shall include a committee of the Board. No grievance claim shall be processed beyond Level IV.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered. Time periods contained in the Grievance Procedure may be extended by mutual agreement in writing.

Administrators shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board.

Every effort shall be made to expedite the process of a grievance as rapidly as possible.

Article 14: Association's Courtesies, Rights, and Privileges

A. Release Time for Meetings

It is the intention of both parties that the administrators will pursue negotiations, grievance procedures, and conferences pertaining to the Association, at such time that these events will not intrude on the working hours of the administrators, or a period of time devoted to the school district, however, in such instance in which both parties mutually agree to schedule activities during working hours, the individuals participating shall suffer no loss in pay or benefits.

B. Use of School Building

The Board of Education shall extend as a courtesy to the Association the right to transact official Association business on school property during normal hours for building activities, provided that the same does not interfere, intrude, or interrupt with normal school operations. Continuance of such shall be exclusively within the discretion of the Board of Education.

C. Use of School Equipment

The Board of Education, again as a courtesy to the Association, shall extend the use of school facilities and equipment such as **computers and copiers**, provided the use of such equipment does not intrude upon the Board of Education functions and in such hours and under such circumstances as to be determined by the Board. The Association acknowledges that this is a

courtesy in complete discretion of the Board of Education, and agrees to pay for all reasonable cost of materials, supplies and equipment incident to such use.

D. Exclusive Rights

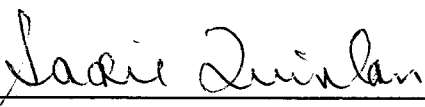
The rights and privileges of the Association and its members as set forth in this Agreement shall be granted to the Association as the exclusive representative of the administrators, as defined in the unit, and to no other organization.

Article 15: Duration of Agreement

This agreement shall be for a term of one year, commencing on the first day of July 2006 and terminating on the thirtieth day of June 2007. In addition, a subsequent agreement for a term of three years, commencing on the first day of July 2007 and terminating on the thirtieth day of June 2010, will follow the one-year agreement. The actual terms of the agreement are 2006-2010.

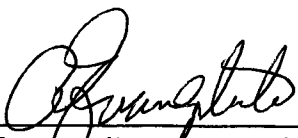
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective secretaries.

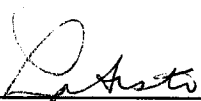
**BOARD OF EDUCATION
RAMAPO INDIAN HILLS REGIONAL HIGH SCHOOL DISTRICT**

By: 
Sadie Quinlan, President

ATTEST: 
Frank Ceurvels, Business Administrator/Board Secretary

RAMAPO INDIAN HILLS ADMINISTRATORS ASSOCIATION

By: 
Albert Evangelista, President

ATTEST: 
Linda Sisto, Secretary