

4127 TERMS AND CONDITIONS FOR CONFIDENTIAL
AND NON-REPRESENTED/SUPERVISORY STAFF

This policy sets forth terms and conditions of employment for those employees who are not members of a bargaining unit with which the Board has a collective bargaining agreement and/or are not covered by an individual employment contract approved by the Board.

A. Definitions:

1. "Immediate family" members shall include husband, wife, children, mother, father, grandparents, sisters, brothers, sisters-in-law, brothers-in-law, parents-in-law and other relatives who reside in the employee's household.
2. "Salary" is defined as the employee's base pay excluding stipends, overtime, compensatory time off, or tax-sheltered annuity contributions by the Board.
3. "Year" and "work year" are defined as the period from July 1 to June 30.

B. Work Year

The work year for twelve (12) month employees shall be two hundred sixty (260) days. The work year for ten (10) month employees shall be two hundred seventeen (217) days.

C. Part-time employees

Employees who work at least 20 hours per week and at least 217 days per year will earn the benefits discussed in this policy on a pro-rated basis.

D. Vacation

Employees shall be granted twenty (20) days of paid vacation each year. Employees shall accrue vacation at a rate of thirteen and one-third (13.33) hours per month worked. Employees who wish to carry over vacation time from one year to the next must have the advance approval of the Superintendent. Employees will be permitted to carry over a maximum of five (5) days of accrued, unused vacation. Employees may have a maximum total accumulation of twenty five (25) days vacation at any given time. Employees hired after the beginning of the school year will earn vacation time on



a pro-rated basis of thirteen and one-third (13.33) hours per month worked. An employee must work past the 15th day of the month to accrue vacation for that month.

E. Holidays

The employee will be entitled to paid time off for the following ~~eleven~~ **thirteen (13)** holidays:

1. Independence Day (or designated State day) for 12-month employees only
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Eve
6. Christmas Day
7. New Year's Day
- 8. Floating Day over December Holiday Recess**
- 9. Martin Luther King Day**
- ~~8~~ **10.** Presidents' Day
- ~~9~~ **11.** Memorial Day
- ~~10~~ **12.** Good Friday
- ~~11~~ **13.** New Year's Eve Day

F. Paid Leaves of Absence

1. Sick Leave

Employees will be credited with their annual allotment of sick leave on the first workday of the year. An employee must subsequently earn the accrued leave at the rate of one (1) day of paid sick leave for each month worked during the school year. A twelve-month employee who works a full year will earn twelve (12) days; a ten-month employee who works a full year will earn ten (10) days. Accrued but unused sick leave will accumulate from year to year.

2. Personal Leave

Employees may take up to four (4) days of personal leave each year. Personal leave should be requested for personal business which cannot be scheduled outside of business hours or for religious holidays that are not included in section E of this policy. Leave requests must be submitted for approval to the employee's immediate supervisor at least one week in advance of the time at which it must be taken, except in cases of emergency. Personal leave may not



be requested by an employee on a day immediately preceding or immediately following a vacation day or holiday. Personal leave will not be granted during the week immediately preceding the start of school or the last week of school. Requirements for advance approval of personal leave and restrictions of use adjacent to holidays, vacation, the week before school starts and the last week of school do not apply in an emergency. The Superintendent may require proof of an actual emergency after the employee returns from emergency leave.

3. **Compassionate Leave**

The use of compassionate leave is restricted to illness or emergencies in the immediate family. An employee may use unused personal days to build a compassionate leave bank containing a maximum of eight (8) days. Once banked, single compassionate leave days may be used by the employee with permission of the employees supervisor. Employees who desire to use two (2) or more compassionate leave days in succession, or who wish to use a compassionate leave day in tandem with personal days, holidays or vacation days, must secure the approval of the Superintendent.

4. **Bereavement Leave**

Employees make take up to five (5) consecutive days of paid leave in the event of a death in the immediate family. Absence due to the death of a non-immediate family member or a non-family member living in the employee's home shall be allowed for one (1) day for the day of the funeral. Up to an additional two (2) days may be granted for travel at the discretion of the Superintendent.

5. **Jury Duty/Court Leave**

Absence from work by reason of subpoena or jury duty shall be allowed at no loss in pay. The District reserves the right to review the circumstances surrounding the request for court leave due to subpoena. The District may deny court leave by reason of subpoena if the employee stands to gain from the court appearance or cause of action itself.

G. ~~Unpaid Leaves of Absence~~

± 6. **Pregnancy Disability Leave**



- a. An employee may, upon confirmation of her pregnancy, apply to the Board for a disability leave. Such leave will be granted in conformance with the following procedures.
- b. Such request will 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 Superintendent no later than sixty (60) days prior to the anticipated date of delivery, except in the case of emergency.
- c. The employee may use all or part of her accumulated sick days during the period of the disability, and the Board shall grant such use under the same terms and conditions governing leave of absence for other illness or medical disabilities.
- d. The period of disability leave for pregnancy shall be determined by the employee's physician subject to confirmation by the Board's physician if required by the Superintendent. Differences of opinion will be resolved in accordance with the provisions of paragraph g. (2) (iii) below.
- e. In addition to the medical certificate of disability referenced in F (1) b. above, all employees shall be required to produce an additional medical certificate within fourteen (14) calendar days following the date of the 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 employee's physician may submit an additional certificate of disability.
- f. The Board shall not maintain any policy or practice for removal of any employee from her duties based solely on pregnancy or term of pregnancy but shall consider the employee's ability to perform the essential duties of the job and treat each employee on an individual basis.
- g. The Board may remove any pregnant employee from her duties on any one of the following bases:
 1. Performance: Her work performance has declined because of disability from the time immediately prior to her pregnancy



2. Physical incapacity: Her 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:
 - i. the pregnant employee fails to produce a certificate from her doctor that she is medically able to continue work following a request by the Board for such certification ;
or
 - ii. the Board's physician and the employee's physician agree that she cannot continue working; or
 - iii. following any difference of medical opinion between the Board's physician and the employee'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 employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working or to remain on disability leave due to pregnancy. The expense of any examination by an impartial third physician shall be borne by the Board.
- h. The employee may return to work immediately following the medically-certified disability period established under section F (1) (d) or (e) above.
- i. In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Board in writing to return to her position prior to the end 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 employee seeking early return from disability leave. During this period of time between the end of the medical disability period and the date of return to duty, the employee shall be placed on an unpaid leave of absence.

G. Unpaid Leaves of Absence

1. **Federal Family and Medical Leave Act (FMLA), New Jersey Family Leave Act (NJFLA)**



a. See Policy 4431.1 Family Leave (M)

2. Child-Rearing Leave

- a. In the case of the birth or adoption of a child, any employee with three or more years of continuous service in the district immediately prior to the leave request will have the right to apply for a leave of absence without pay for child-rearing purposes. In cases where both spouses are employed in this district, only one parent will be eligible to apply for such leave at any one time.
- b. A child-rearing leave may be granted for not more than two (2) years from the birth or adoption of the child.
- c. Application for a child rearing leave must be filed at least sixty (60) days before the anticipated birth or adoption of the child. Application shall specify the intended period of leave requested by the employee. Application deadlines may be waived in the case of emergency.
- d. Child-rearing leave for employees on pregnancy disability leave shall begin immediately upon the termination of the pregnancy disability as certified by the employee's physician subject to Section F(1)(e) above.
- e. Notification by the employee of intent to return from leave, request for a leave extension, or request for shortening of time for a previously-approved child-rearing leave must be submitted to the Superintendent no later than sixty (60) days before the expiration of the leave. Failure to give written notice of intent to return from leave may be considered job abandonment and lead to termination of employment.
- f. A child-rearing leave may be granted to an employee with less than three (3) years of continuous experience but shall not be extended beyond June 30 in the "contract year" which the leave began.
- g. Any employee returning from child rearing leave is entitled to all benefits to which employees returning from other unpaid leave would be entitled.

H. Health Benefits



Employees will be provided health insurance benefits, beginning in the first workday following sixty (60) calendar days of employment, under a plan established by the Board. The health insurance provider(s) will be determined by the Board.

I. Tax Sheltered Plans

Any employee who works twenty (20) hours per week or more is eligible to participate in tax-sheltered plans upon employment. The Board will match the employee's contribution up to 6% of the employee's yearly salary. The Board match will vest at 20% per year over a five (5) year period. The Board match will be fully vested on the date of the employee's 5 (five) year anniversary of employment.

J. Professional Association Membership Fees

The employee may be reimbursed for the cost of membership fees charged by local, state, regional and national professional associations with approval by the Superintendent. The employee must, at the request of the Superintendent or the Board, submit reports on the benefits of maintaining these memberships and activities with these associations.

K. Continuing Educational Reimbursement

The employee shall be reimbursed for 75% of registration fees, tuition, and text books for undergraduate and graduate school work taken in a subject matter related to the professional responsibilities of the employee and approved by the Superintendent. The reimbursement should not exceed \$5,000 per work year. The employee shall comply with the current Board policy with respect to submission of itemized statements and documentation verifying the expenses for which the continuing educational reimbursement is sought.

L. Professional Development

With prior approval of the Superintendent, the employee may be excused from work to attend appropriate professional meetings at the local, state or national level with approval of the Superintendent. Under the travel reimbursement policy No. 6471, subject to the Superintendent's decision to set lower limits, the employee will be reimbursed for reasonable costs of attending professional development. These costs include attendance, travel, food and lodging, providing the costs do not exceed the reimbursement limits set by the Superintendent.



M. Evaluations

All employees with less than three (3) years of service will be evaluated by their immediate supervisor three (3) times each year. Employees with three (3) or more years of service shall receive an evaluation once each year performed by the immediate supervisor. The timing, form of the evaluation instrument, and process and procedures regarding the evaluations will be established by the Superintendent.

N. Termination and Non Renewal

If any employee is lawfully precluded from performing the employee's duties by any judgment, order or direction of any court of competent jurisdiction or the Commissioner of Education, the employee's employment will terminate.

Employees must provide thirty (30) days notice prior to resignation. Such notice should be in writing and sent via certified mail, addressed to the Superintendent.

The Board may terminate the employee's employment, in accordance with applicable state laws or regulations adopted by the New Jersey State Board of Education.

O. Payment for unused sick days

Employees who leave the employ of the Board, and who at the time of separation become officially retired, under the provisions of the NJ State Pension Plan, shall receive reimbursement from the Board for a percentage of accrued but unused sick days. The percentage shall be thirty-three percent (33%). Sick leave payment will be calculated as follows:

1. A day's pay shall be calculated by using $\frac{1}{260}$ of the contracted salary of the employee for twelve-month employees and $\frac{1}{217}$ for ten-month employees.
2. The formula to be used to determine the amount to be paid will be; the current salary divided by 260 (**217 for ten-month employees**), times the accumulated but unused sick day bank, times 33%.
3. There will be a cap of \$10,000 for sick time payout.
4. Sick time payout upon retirement may be made over two (2) fiscal years at the discretion of the Superintendent.



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5. In the event of the death of an employee who has completed fifteen (15) years of service in the district, payment of such terminal pay as calculated in accordance with numbers 1 – 4 above shall accrue to said employee'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.

Adopted: 17 July 2012

Revised: 20 November 2012; 17 June 2014 (formerly 3127); _____

