# SIDEBAR AGREEMENT BETWEEN THE RANDOLPH TOWNSHIP BOARD OF EDUCATION

#### -AND -

#### RANDOLPH EDUCATION ASSOCIATION

WHEREAS, The Randolph Board of Education and the Randolph Education Association ("Association") are parties to a collective negotiations agreement ("Agreement") in effect for the period July 1, 2011 through June 30, 2014; and

WHEREAS, the Agreement governs the terms and conditions of employment for, among other employees, certificated personnel employed by the Board, including, among other things, the work year and work day for teachers, to the extent allowed by law, and

WHEREAS, pursuant to the 2013-2014 school year calendar, June 20<sup>th</sup> and June 23<sup>rd</sup> are currently designated as work days for teachers; and

WHEREAS, due to the harsh winter of 2013-2014, the Administration has been forced to modify the school year calendar on a number of occasions to ensure that District students attend the requisite number of instructional days during the school year; and

WHEREAS, in an effort to ensure that District seniors have the opportunity to attend school for the minimum number of days required by law, District Administration was required to inquire into nontraditional avenues for the provision of instruction to those students; and

WHEREAS, the New Jersey Department of Education has approved the use of online-based, virtual learning instruction, for seniors only, to make up for school days lost due to the use of snow days during the winter of 2013-2014; and

**WHEREAS**, the Board recognizes the extraordinary efforts of the teaching staff and other Association members to assist with scheduling issues and the ability to adapt to the needs of the District and its students, and is appreciative of the teachers' willingness to implement the virtual learning program to achieve those goals, and

WHEREAS, the Association has agreed that those of its teachers who teach seniors will aid in the development and implementation of the virtual learning program; and

WHEREAS, the Agreement provides that it shall not be modified except by an instrument in writing duly executed by both parties; and

**WHEREAS**, both the Board and the Association wish to modify the Agreement to reflect to reflect the Association's cooperation with the development of the virtual learning program;

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### NOW, THEREFORE, the Board and the Association agree as follows:

- 1. High School teachers who teach senior students will work collaboratively with the Administration to prepare lesson plans and all related school work necessary to implement and utilize the virtual learning program for the provision of two (2) days of virtual instruction to senior students, in accordance with guidelines developed by the Administration, including, but not limited to, those guidelines set forth in Ms. Deborah Iosso's memorandum to High School staff, dated March 4, 2014.
- 2. In return, the teachers who participate in the development of the virtual learning program, *i.e.*, those High School teachers who teach senior students during the course of the school year will receive two (2) compensation days in their leave bank in 2014-2015.
- 3. All other terms and conditions of the Agreement shall remain unchanged.
- 4. This sidebar shall remain in full force and effect through the end of the 2013-2014 school year, at which time the modifications set forth herein shall sunset and expire. In no case will the modifications set forth herein be in effect beyond June 30, 2014. However, nothing set forth herein shall prevent the parties from engaging in future collective negotiations to implement the virtual learning program or similar program in any future school year, should the need arise.
- 5. This sidebar is subject to the approval of the Board of Education.

FOR THE ASSOCIATION:

REA President DATED:

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FOR THE BOARD:

Tammy MacKay, Board President DATED:

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#### SIDEBAR AGREEMENT BETWEEN THE RANDOLPH BOARD OF EDUCATION AND THE RANDOLPH EDUCATON ASSOCIATION

WHEREAS, the Randolph Board of Education ("Board") and the Randolph Education Association ("Association") are parties to a collective negotiations agreement ("CNA") in effect for the period July 1, 2011 through June 30, 2014; and

WHEREAS, the Agreement encompasses the terms and conditions of employment for various staff employed by the Board; and

WHEREAS, Ms. Anita Howe has recently been reassigned from a Confidential Non-affiliated Central Office Secretary to an affiliated High School Secretary; and

WHEREAS, the parties wish to modify the Agreement to preserve certain benefits accrued by Ms. Howe in her capacity as a non-affiliated Central Office Secretary;

NOW, THEREFORE, the Board and the Association agree as follows:

- 1. Ms. Howe's salary shall remain off-guide and frozen at her current salary of \$68,787.00 until the salary guide catches up to said salary.
- 2. The Board shall continue to match up Ms. Howe's contribution into her tax-sheltered annuity plan up to 6% so long as she continues to work up to twenty (20) hours per week, per Board policy.
- 3. Ms. Howe shall be paid for her unused sick days at retirement at the rate of \$86.00 per day (1/3 of her then per diem rate per diem rate (\$67,438/260)). Her balance of unused sick days accumulated as an exempt employee is one hundred and sixty-six (166) days upon the execution of this agreement. Any payment for unused accumulated sick days after July 1, 2013 shall be paid at the rate contained in the CNA at the time. The total payment for unused sick days under this section shall not exceed \$10,000.00.
- 4. All other terms and conditions of the Agreement shall remain unchanged.
- 5. This sidebar shall remain in full force and effect so long as Ms. Howe remains an employee of the Board. This sidebar only applies to Ms. Howe and to no other REA member.

FOR THE ASSOCIATION:

Beth Bauer, REA Co-President Dated:

Nick Lios, REA Co-President Dated: 2 -26 -14 FOR THE BOARD:

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Tammy MacKay, Bd. President Dated:

Anita Howe Dated: 2/21/14

## SIDEBAR AGREEMENT BETWEEN THE RANDOLPH BOARD OF EDUCATION AND TEAMSTERS LOCAL 97

**WHEREAS**, The Randolph Board of Education ("Board") and Teamsters Local 97 ("Local 97") are parties to a collective negotiations agreement ("Agreement") in effect for the period July 1, 2011 through June 30, 2014; and

**WHEREAS,** on Monday, February 17, 2014, Presidents' Day, school was in session as a make-up day, despite the fact that school was originally supposed to be closed on that day; and

**WHEREAS**, the Agreement in Article XV (15.2) expressly identifies Presidents' Day as a holiday for twelve month employees; and

**WHEREAS**, the Board wishes to make those employees whole, specifically the mechanics, who were required to work on President's day;

NOW, THEREFORE, the Board and Local 97 agree as follows:

- Mechanics who reported for work on Presidents' Day will be entitled to an additional one day off during the 2013-2014 school year, to be chosen at the option of the employee, with five calendar's days notice to the responsible administrator. The administration reserves the right to deny a makeup day and suggest an alternate day should the District's staffing levels drop to the point where they would impede the efficient operation of the District.
- 2. All other terms and conditions of the Agreement shall remain unchanged.
- 3. This sidebar shall remain in full force and effect until the end of the current Agreement's term and shall expire on June 30, 2014. However, nothing set forth herein shall prevent the parties from engaging in future collective negotiations with regard to this or any other negotiable issue during the life of the Agreement.

So Agreed:

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Tammy MacKay, President, Randolph BOE

Date

Jill Pitman, Business Agent

Date