

AGREEMENT

between

**RAMAPO INDIAN HILLS
EDUCATION ASSOCIATION, INC.**

and

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

**in the
County of Bergen
New Jersey**

July 1, 2023 through June 30, 2024

**RAMAPO INDIAN HILLS
REGIONAL HIGH SCHOOL DISTRICT**

BOARD OF EDUCATION

Ms. Judith Sullivan, President

Ms. Kim Ansh, Vice President

Mr. Tom Bogdansky

Mr. Brian DeLaite

Ms. Marianna Emmolo

Ms. Vivian Yudin King

Ms. Helen Koulikourdis

Dr. Aaron Lorenz

Ms. Doreen Mariani

DISTRICT ADMINISTRATORS

Dr. Rui Dionisio, Superintendent of Schools

Ms. Dora Zeno, Interim School Business Administrator

Ms. Elizabeth Fisher, District Director of Curriculum, Instruction
and Articulation

Dr. Gregory Vacca, Principal of Indian Hills High School

Mr. Travis Smith, Principal of Ramapo High School

Dr. Frank Mauriello, District Director of Special Education

Mr. John Chang, Director of Technology

Mr. Charles Wolff, District Operations, Facilities and School
Security Coordinator

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ARTICLES GOVERNING ALL MEMBERS OF THE UNIT

ARTICLE I RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified and non-certified personnel, full-time or part-time, as defined in Article XVII Teacher Employment, and as listed under Schedule A Teachers, Schedule A-1, Supplemental Teachers, A-2 to A-4 Job Titles, A-2 Administrative Assistants, A-3 Technical Support Specialists, A-4 Instructional Aides, Schedule A-5 Custodians/Maintenance/Grounds Persons, A-6 Security Aides, whether under contract, on leave, employed or hereafter employed by the Board, including:

1. Classroom Teachers
2. Learning Disabilities Specialist
3. School Nurse
4. Speech Correctionists and Therapists
5. Work-Experience Coordinators
6. Guidance Counselors
7. Supplemental Teachers
8. Librarians / Media Specialists
9. School Social Workers
10. School Psychologists
11. Administrative Assistants
12. Technical Support Specialists
13. Instructional Aides
14. Job Coaches/Instructional Aides
15. Structured Learning Experience Teachers/ Community Based Instructors
16. Custodians
17. Custodians/Bus Drivers
18. Custodians/Maintenance Persons
19. Custodians/Grounds Persons
20. Security Aides

but excluding:

1. Superintendent
2. Assistant Superintendent
3. Principals
4. Assistant Principals
5. Secretary to the Board of Education
6. School Business Administrator

7. Director of Curriculum and Articulation
8. Coordinator of Computer Services
9. Subject Supervisors
10. Directors of Guidance
11. Directors of Athletics and Student Activities
12. District Coordinator of Technology
13. Assistant District Technology Coordinator/Staff Development Trainer
14. Coordinator of Facilities and Operations
15. Secretary to the Superintendent of Schools
16. Secretary to the Business Administrator
17. Personnel Secretary
18. Confidential Secretary to the Superintendent of Schools
19. Forepersons/Head Custodians
20. All managerial, supervisory, or confidential employees as defined in N.J.S.A. 34:13A-5.32.

Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined. The term "Administrative Assistant," when used hereinafter in this Agreement, shall refer to all non-certified employees represented by the Association in the negotiating unit as above defined, including Technical Support Specialists and Instructional Aides. The terms "Custodians, Grounds, Maintenance, and Security Aides," when used hereinafter in this Agreement, shall refer to all non-certified employees represented by the Association in the negotiating unit as above defined.

This recognition shall not impair the rights of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution, or any applicable law or State Administrative regulation now or hereafter enacted or promulgated. Subjects for collective negotiations under this Agreement and the procedures provided for herein shall be all terms and conditions of employment.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENTS

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 unit members' employment. Such negotiations shall begin no later than December 15 of the calendar year preceding the calendar year in which this Agreement expires. Both parties shall submit their proposal at the first negotiating session. Any proposal not submitted by the parties at the first

negotiation session shall not be negotiable until the present Agreement has expired and negotiations have begun for a successor agreement. Any agreement so negotiated shall apply to all unit members, be reduced to writing, be signed by the Board and the Association negotiating representatives and shall be submitted to the Board and to the Association for approval. Adoption by the Board shall follow ratification by the Association membership.

It is desirable that meetings terminate at 11:00 p.m. on any evening preceding a school day or a working day.

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 PROCEDURE

A. DEFINITIONS

1. A grievance is a claim by an employee and/or the Association based upon an alleged misrepresentation, misapplication, or violation of this Agreement, or of any Board policy or State administrative decision concerning working conditions or terms of employment of persons in the negotiating unit.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting terms and conditions of employment of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the

intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

C. PROCEDURES FOR ALL EMPLOYEES

1. Level One

a. An employee with a grievance must submit it in writing to the building principal and then discuss it with that building principal with the objective of resolving the matter informally. In the case of Board Office Administrative Assistants, Custodians, Grounds, Maintenance and Security Aides, the employee with a grievance must submit it in writing to his/her immediate supervisor.

b. In all cases, the building principal or appropriate immediate supervisor shall issue a written response to the grievance at Level One within ten (10) working days of any written letter of grievance.

2. Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) working days after presentation of the grievance, the grievant may file the grievance in writing with the Association within five (5) working days after the decision at Level One, or ten (10) working days after the grievance was presented, whichever is sooner. If the Association determines to submit the grievance to the Superintendent of Schools, the Association shall state in writing the nature of the claim, the factual dispute, its opinion as to whether or not the grievance is meritorious, and its recommendations, including, but not in limitation, an appropriate remedy.

3. Level Three

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) working days after the grievance was delivered to the Superintendent, the grievant may, within five (5) working days after a decision by the Superintendent, or twenty (20) working days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit the grievance to the Board of Education. If the Association determines to submit the grievance to the Board of Education, it shall do so within five (5) working days after receipt of a request by the aggrieved person. In submitting such a grievance to the Board of Education, the Association shall state in writing the nature of the claim, the factual allegations of the grievant and of other parties involved, findings of fact with respect to any factual dispute, its opinion as to whether or not the grievance is meritorious, and its recommendations, including but not in limitation, an appropriate remedy.

b. Within five (5) working days after receipt of such a written submission of the grievance from the Association, the Board and the Association shall attempt to agree upon a mutually acceptable time and place for the Board to hear the grievance. In any event, the Board shall schedule a hearing as promptly as possible and in no event later than twenty (20) working days from the date of the submission of the grievance in writing to the Board, and the Board shall hold such hearings as are necessary and issue its decisions not later than twenty (20) working days from the date of the close of the hearings or, if oral hearings have been waived by the grievant and the Association, then from the date upon which the written statement of the grievance and proof on the issues have been submitted to the Board. The Board's decision shall be in writing and shall set forth its findings of fact, reasoning and conclusions on the issues submitted. If the Association has determined that the grievance is not meritorious, the disposition of the grievance is terminated at this stage.

4. Level Four

a. If the Association is not satisfied with the disposition of the grievance by the Board, and the grievance is an arbitrable grievance as hereafter defined, the Association may submit the matter to arbitration, in the manner hereafter provided, by serving a written notice upon the Board of the Association's intention to arbitrate within ten (10) working days after a decision by the Board.

b. Within ten (10) working days after each written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made by either party to P.E.R.C. The parties agree to utilize P.E.R.C. for the arbitration process and to be bound by the rules and procedures of P.E.R.C. in this matter.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly, and shall issue a decision not later than twenty (20) working days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

e. Binding arbitration under this article shall apply only to administrative decisions which contravene or misapply Board policy or the provisions of the Agreement, and to any other misinterpretation, misapplication or violation of Board policy or this Agreement; and no grievance shall be arbitrable that involves the discipline of any employee, the non-renewal of non-tenured employees, or any other matter for which a method of review is provided in the Division of Controversies and Disputes under the Commissioner of Education.

5. Rights of Employees to Representation

a. Subsequent to Level One, any party in interest may be represented at all stages of the grievance procedure by him/herself, or, at his/her option, by a representative selected or approved by the Association. When a unit member is not

represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure subsequent to Level One.

b. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

6. Miscellaneous

a. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the principal directly and the processing of such grievance shall be commenced at Level One. The Association may process such a grievance through all levels of the grievance procedure subsequent to Level One, even though the aggrieved person does not wish to do so.

b. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three, and Four of the grievance procedure shall be in writing, setting forth the decision and the reasons thereof, and shall be transmitted promptly to all parties in interest and to the Association.

c. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.

d. Meetings and hearings under this procedure shall not be conducted in public and shall be attended only by such parties in interest and their designated or selected representatives heretofore referred to in this article.

e. It is understood that the employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

f. Disputes over reassignment shall be subject to the grievance procedure, but at no stage of the grievance procedure shall one hearing the grievance substitute his/her judgment on relative qualifications, and the sole question shall be whether the reassignment was made, or request therefore denied arbitrarily and capriciously. Disputes over such reassignments shall not be

subject to binding arbitration if they involve a non-disciplinary reassignment or disciplinary transfer between work sites.

7. Limitation

Any grievance not presented in writing within thirty (30) days after the grievant knew or should have known of the event or events upon which the claim is based, shall conclusively be deemed waived by the grievant or grievants. Any grievance not submitted in writing to the Superintendent under Level Two within fifty (50) days after the aggrieved person knew or should have known of the event or action upon which the grievance is based, shall conclusively be deemed waived.

ARTICLE IV EMPLOYEE RIGHTS

A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that every employee of the Board in the unit herein recognized 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 activities for mutual aid and protection, or refrain therefrom. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred to N.J.S.A. 34:13A-1 et seq., or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of that employee's membership or lack thereof in the Association and its affiliates, participation or lack thereof in any activities of the Association and its affiliates, collective negotiations with the Board, or institution of any grievances, complaints or proceeding under this Agreement or lack thereof with respect to any terms or conditions of employment.

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

C. Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in

his/her office, position or employment, or the salary or any increments pertaining thereto, then that employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.

D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. No grade determined, awarded or assigned by a teacher shall be changed by any superior unless the teacher shall first have been given written notice of the proposed change and an opportunity to be heard (directly or through a representative) thereon by the Superintendent of Schools or his/her designee. The determination of grade made by the Superintendent or his/her designee after such hearing shall be final and binding upon all parties.

In lieu of notation on report card, administrative record will be kept. A record of all such grade changes shall be maintained in the Guidance Department.

F. No teacher may be formally disciplined by the Board without just cause.

G. The Association and its members, as well as the Board of Education and Administrators, agree not to discuss issues regarding negotiations, grievances or disputes existing between the Board and the Association with parents, students, the press, members of other bargaining units, staff, etc.

H. Complaints regarding a unit member made to any member of the administration by any parent or student shall be communicated to the member involved without delay, within five (5) work days. The unit member may thereupon request a conference with the complainant, and if the complainant is willing to attend such a conference, one shall be scheduled by the administrator involved. The unit member, at such conference, shall be given a full opportunity to respond to the complaint.

I. No material derogatory to a unit member's conduct, service, character or personality, and no written memorandum relating to a complaint against any unit member or the resolution thereof, shall be placed in a unit member's personnel file unless the unit member has an opportunity to review the material. The unit member shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy

to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

J. The foregoing provisions are not intended to restrict members of the administration from making reasonable attempts to resolve informally complaints regarding a unit member by any parent or student before a written complaint is accepted.

K. Meetings during Second Shift – Recognizing that the shift schedules of some employees in this unit preclude attendance at meetings of all members, it is agreed that on three (3) occasions during each year, the employees on the second shift shall be released for not more than ninety (90) minutes for the purpose of attending Association or bargaining unit meetings.

In the event matters of an emergent nature require a meeting on a weekday other than those above provided for, the President may request permission for same from the Business Administrator, and the Business Administrator shall have the right, in his/her sole discretion, to determine whether or not employees from the second (2nd) shift will be released therefore.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish or make available to the Association President one (1) copy of Board minutes of public meetings and a synopsis of the audit report.

The Board will deliver a copy of the proposed agenda for public Board meetings if and when copies thereof are delivered to Board members, provided that nothing herein contained shall be construed to preclude the Board from conducting business not on the proposed agenda or from amending, altering, or changing such agenda. The Board agrees that if it amends or alters the proposed agenda prior to the time fixed for the public meeting, every effort will be made to notify the Association President of such changes therein.

The Board agrees to make available to the President of the Association and/or a designated representative, for inspection and/or copying in response to reasonable requests from time to time, annual financial reports and audits, names and addresses of all certificated personnel and such other information, as is

neither privileged nor the work product of the Board or administration, which would assist the Association in developing programs.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay. Nothing herein contained shall be construed as requiring that such negotiations, grievance proceedings, conferences, or meetings, be scheduled during working hours.

C. Any District-wide committee formed by the Board containing parents and students and dealing with the educational program shall have two (2) Association representatives, one (1) from each school; any such committee dealing with a single school shall have one (1) Association representative from that school.

D. Representatives of the Association, the New Jersey Education Association, and the National Education Association, shall be permitted to transact official Association business on school property at all reasonable times, provided that such activity shall not interfere with nor interrupt normal school operations, and provided that such representatives check in at the building principal's office when entering the building.

E. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, upon reasonable notice to and approval by the Board Secretary, or a designee, which approval shall not unreasonably be withheld.

F. The Association shall have the right to use such typewriters, copiers and duplicating equipment, computers and related equipment, media technology and related equipment, access to the Internet, etc., as may be in each school upon reasonable notice to and approval by the building principal or a designee, which approval shall not be withheld unless such equipment as is desired is in use, or about to be used for other authorized purposes. The approval may be revoked if the equipment is required for school use after the Association has begun using it.

Such equipment shall be operated only by members of the Association experienced in its use, and the Association shall bear full financial responsibility for its misuse or damage while so being used. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

G. The Association shall have, in each school building, the exclusive use of a bulletin board in each lounge and dining room, provided that no materials shall be displayed thereon unless it has first been signed or initialed by the president of the Association or any officer thereof designated by the President. The signing or initialing of any such materials by an Association officer shall not be construed to mean that the Association or its officers endorse or subscribe to any of the opinions expressed or positions espoused in such materials.

H. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration, provided that the amount of such use shall be reasonable and not burden the facilities, and that the Board's clerical staff shall not be used.

It is understood and agreed that this right does not include sending unstamped mail relating to Association organizing and business through the inter-school mail facilities in violation of the Private Express statutes (18 U.S.C. 1693-1699 and 39 U.S.C. 601-606).

The District's e-mail system may also be used by the Association on the same basis as the inter-school mail facilities and shall be subject to the District's Internet use policy. The Association understands that correspondence sent in this manner is not confidential.

I. During an orientation program for new employees, scheduled by the Board, the Association shall be allocated one (1) hour during the time when such employees are required to attend school for the purpose of conducting Association programs of any kind to which such new employees will be invited. Nothing herein contained shall be construed to require such programs sponsored by the Association during its allotted time, and the Board shall not require, nor shall the Board discourage, attendance, however.

J. 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 employees, and to no other organization purporting to represent employees in the unit for collective bargaining purposes.

K. The President shall have unrestricted use of the school day other than during an assigned homeroom period, supervision period, preparation and teaching periods, provided only that the President shall not during the course of any activity disturb,

distract, disrupt or interfere with the performance of their duties by other members of the unit.

In addition, the principal shall release the President or Vice President of the Association from his/her supervision period and homeroom duties for the purpose of permitting him/her to perform his/her duties as President or Vice President of the Association if and for so long as there are other teachers available to whom the homeroom and supervision period responsibilities can be assigned, provided that only one (1) of the two (2) officers above shall be entitled to such release time during any given time.

L. The Board shall grant up to five (5) days' leave with pay to the President of the Association for the purpose of attending Association business.

ARTICLE VI SALARIES

A. The salaries of all Teachers, including Supplemental Teachers, covered by this Agreement are set forth in Schedule "A" and "A-1", which is attached hereto and made a part hereof. The salaries of all Administrative Assistants, Technical Support Specialists, and Instructional Aides covered by this Agreement are set forth in Schedules "A-2, A-3 and A-4" which are attached hereto and made a part hereof. The salaries of all Custodians, Maintenance and Grounds personnel, Security Aides personnel, and Custodian/Bus Drivers, covered by this Agreement are set forth in Schedules "A-5 and A-6," which are attached hereto and made a part hereof.

The salary paid by the Board for all job titles collectively shall be increased by the following amounts, inclusive of the costs of increment and longevity:

1. On July 1, 2023, 3.2 percent over the salary paid in the 2022–2023 school year.

B. 1. Unit members employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments. The first paycheck issued for the month of September shall be on the first working Friday.

2. Unit members employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments. The first paycheck issued for the month of September shall be on the first working Friday.

3. Unit members may elect to have monies deducted from their paychecks and paid into the appropriate bank or credit union through the use of automatic payroll deductions.

4. Teachers employed on a ten (10) month basis may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June, or in semi-monthly installments according to a schedule of payment throughout the summer at the option of a majority of those participating in the summer payment plan.

As permitted by law, any interest accruing to such deduction shall be added to these payments. In the event of termination of his/her employment in the District, these funds shall be paid to the teacher or to his/her estate upon his/her death.

5. When a pay day falls on or during a school holiday, vacation or weekend, unit members shall receive their paychecks on the last previous working day.

6. Teachers and ten (10) month assistants shall receive their final check and the pay schedule for the following year on or before the last day on which teacher and assistant attendance is required.

7. Teachers and ten (10) month assistants leaving prior to the last official day for teachers will have their final paycheck mailed to them at their address as last given to the school authorities prior to June 30th of that year.

8. When an Administrative Assistant in the bargaining unit is promoted from one grade to another, said employee shall be placed on the step of the next grade level which she/he would have attained had she/he remained on the lower grade level.

C. Nothing in this Agreement or any schedule hereto shall be construed to limit or modify the rights of the District or the rights of any unit member under N.J.S.A. 18A:28-5.

ARTICLE VII SICK LEAVE

A. Definition of Sick Leave

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of physical disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on

account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

B. Sick Leave Allowable

All persons holding any office, position or employment in the District, who are steadily employed by the Board of Education or who are protected by tenure in their office, position or employment under the provisions of any law shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year or a pro-rated share thereof (but see Article VII, K for twelve (12) month employees).

C. Payment of Sick Leave for Service-Connected Disability

Whenever any employee entitled to sick leave under this Article is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, the employer shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in Sections B and D hereof. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

D. Accumulated Sick Leave

If any such person requires in any school year less than the specified number of days of sick leave with sick pay allowed, all days of such minimum sick leave not utilized that year shall be accumulated, to be used for additional sick leave as needed in subsequent years.

E. Credited with Unused Sick Leave

Whenever the Board of Education employs any person who has an unused accumulation of sick leave days from another school district in New Jersey, the Board may, at its discretion, grant, not later than the end of the first year of employment, part or full credit therefore. The amount of any such credit shall be fixed by resolution of the Board uniformly applicable to all

employees and subject to the provisions of Chapter 30 of Title 18A, Revised Statutes.

F. Certificate Issued Showing Unused Sick Leave

Upon termination of employment of any employee, the Board shall issue, at the request of the employee, a certificate stating such employee's unused accumulation of sick leave days as of the date of such termination. Such certificate shall be filed with the new employer within one (1) year of such new employment.

G. Accumulation of Sick Leave Credited; Use; Accumulation; Leave Irrevocable

The accumulation of sick leave days from another district, when granted in accordance with this Article, shall be credited upon receipt of the certificate of the prior employee. The days of sick leave so credited may be used immediately, or if not so used, shall be cumulative for additional leave thereafter as may be needed. The number of such days when granted shall be irrevocable by the Board.

H. Physician's Certificate Required for Sick Leave

In case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board of Education in order to obtain sick leave.

I. Prolonged Absence Beyond Sick Leave Period

When absence, under the circumstances described in Section A of this Article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed, or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined in Article VIII, B.7.

J. Power of Board of Education to Pay Salaries

Nothing in this Article shall affect the right of the Board of Education to fix either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave, or to grant sick leave over and above the minimum sick leave as defined in this chapter or allow days to accumulate over and above those provided for in Section B, except that no person shall be allowed to increase his/her total accumulation by more than fifteen (15) days in any one (1) year.

K. Twelve (12) Month Employees

Employees on a twelve (12) month basis shall be entitled to two (2) additional cumulative sick days.

L. Upon retirement, members of the Ramapo Indian Hills Regional High School District shall receive payment for all unused sick days on the following basis:

1. Teacher members of the Ramapo Indian Hills District shall receive payment for all unused sick days accumulated after June 30, 1973, as follows:

a. For each such unused sick day accumulated between September 1, 1973, and June 30, 1996, the retiring teacher shall be paid 1/360th of the annual salary stipulated for the first (1st) step of the B.A. guide for the year in which the sick day was accumulated.

b. For each such unused sick day accumulated between September 1, 1996, and thereafter, the retiring teacher shall be paid 1/360th of the annual salary stipulated for the fourth (4th) step of the B.A. guide for the year in which the sick day was accumulated.

c. Effective with the 1996-97 contract year, Schedule A shall bear a notation of the appropriate step used for calculating payment of unused sick days upon retirement.

2. Administrative assistants, Technical Support Specialists, and Instructional Aides in the Ramapo Indian Hills District shall receive payment for all unused sick days accumulated after June 30, 1974, as follows:

For each such unused sick day, the retiring administrative assistant, Technical Support Specialist, or Instructional Aide shall be paid 1/480th of the annual salary stipulated for the first (1st) step of the Grade I salary guide for the year in which the sick day was accumulated.

3. Custodians, Grounds, Maintenance, and Security Aides in the Ramapo Indian Hills District shall receive payment for all unused sick days accumulated after June 30, 1973, as follows:

a. For each such unused sick day, the retiring custodian shall be paid 1/480th of the annual salary stipulated for the first (1st) step of the unit member's guide for the year in which the sick day was accumulated.

4. For the purpose of this computation, sick days hereafter taken shall be charged against and deducted first from those accumulated in 1973 (for teacher members, Custodians, Grounds, Maintenance, Security Aides) and in 1974 (for assistants), and thereafter from those accumulated in each subsequent year to the end that those sick days first accumulated shall be those first lost for the purpose of computation.

5. As utilized herein, retirement for teachers shall be defined as TPAF, exclusive of deferred retirement. A teacher must submit his or her letter of resignation for purposes of retirement by January 1st if retirement is effective June 30th, or with six (6) months' advance notice if requirement 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.

For purposes of this clause, "retirement" for Administrative Assistants, Technical Support Specialists, Instructional Aides, Custodians, Grounds, Maintenance, and Security Aides, shall mean pursuant to PERS, but shall not include "deferred retirement." Notices of retirement received after February 1 of the year in which retirement becomes effective may result in payment for such sick days' being deferred until the following school year.

6. The failure of the unit member to submit his or her letter of resignation for purposes of retirement, within the six (6) month time frames above, will delay his or her receipt of benefits to the end of the school year following the year in which retirement occurred.

7. The aforementioned payment will be made to a unit member's estate in the event a unit member, otherwise eligible for payment under this provision, dies while employed in the District (this provision does not apply to Custodians, Custodian/Bus Drivers, custodian/ Maintenance workers, Grounds persons or Security Aides).

8. Effective July 1, 2007, the payout for unused sick days upon retirement for all employees except for Custodians, Custodian/Bus Drivers, Custodian/Maintenance workers, Grounds persons and Security Aides shall be modified as follows:

a. For certificated staff, all current unused sick day balances based on current calculation procedures (as in Section L 1 above) shall be frozen as of June 30, 2007.

b. All unused sick days accumulated after July 1, 2007, will be paid out upon retirement at the rate of \$125 a day to a maximum of two hundred (200) days.

c. For purposes of calculation, utilized sick days will be deducted first from the non-payment days.

d. Each member's sick day balance, as of June 30, 2007, including carry-over personal days and Bell Schedule Grievance days, and the total monetary value of those days as of June 30, 2007, shall be identified in writing and disseminated to each individual certificated employee, by October 1, 2007.

9. Effective July 1, 2007, the payout for unused sick days upon retirement for Custodians, Grounds, Maintenance, and Security Aides shall be modified as follows:

a. For all unit members, all current unused sick day balances based on current calculation procedures (as in Section B above) shall be frozen as of June 30, 2007.

b. For all Custodial, Maintenance, and Grounds members, all unused sick days accumulated after July 1, 2007, will be paid out upon retirement at \$90 a day to a maximum of two hundred (200) days.

c. For all Security Aides, all unused sick days accumulated after July 1, 2007, will be paid out upon retirement at \$45 a day to a maximum of two hundred (200) days.

d. For purposes of calculation, utilized sick days will be deducted first from the non-payment days.

e. Each member's sick day balance, as of June 30, 2007, including carry-over personal days and the total monetary value of those days as of June 30, 2007, shall be identified in writing and disseminated to each individual employee by February 15, 2008.

10. Effective July 1, 1995, the provisions of the Agreement referencing absences and leaves as they apply to Custodians, Custodian/Bus Drivers, Custodian/Maintenance workers, and Groundspersons shall apply to all Security Aides.

M. Where an employee can anticipate the occurrence of a specific future disabling event, such as surgery or pregnancy, he or she shall notify his or her Principal or immediate supervisor as soon as he or she is aware of the pending condition. The employee shall specify in writing his or her best estimate of the dates of commencement and termination of disability. At the time

of notification, the employee shall submit a physician's certificate attesting to the disabling condition and specifying the physician's best estimate of the dates of commencement and termination of the disability.

ARTICLE VIII TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to temporary non-cumulative leaves of absence with full pay each school year as hereinafter set forth.

A. Definition of Terms

1. By "immediate family" is meant any relative residing in the same household as that of the employee or any of the following relatives: mother, father, brother, sister, children, grandchildren, stepmother, stepfather, stepbrother, stepsister, stepchildren, mother-in-law, father-in-law, domestic partner.

2. By "the family" is meant any relative not residing in the same household as that of the employee, namely, aunt, uncle, niece, nephew, grandparents, brother-in-law, sister-in-law.

B. Absence for reasons given below, not allowable as sick leave, will be granted as follows: (non-cumulative)

1. Up to five (5) days for death in the immediate family, without deduction of 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 work year with full pay for personal reasons.

a. Requests by a teacher for such leave shall be submitted in writing at least three (3) school days in advance [two (2) work days for Administrative Assistants, Technical Support Specialists, Instructional Aides, Custodians, Maintenance, Grounds, Security Aides, Custodians/Bus Drivers], except in cases of extreme emergency. Absences covered by this provision shall not, except in cases of extreme emergency, be permitted on the days immediately preceding or following a weekend, school holiday, vacation, or recess period.

b. Unused personal days will accumulate as sick days eligible for retirement compensation only. Such days shall not be added to an employee's sick day allowance for purpose of use as sick days. However, an employee shall have the

option to carry-over unused personal leave days into an individual Compassionate Care Day Bank. A Compassionate Care Day shall be used to care for a spouse, child or parent. An employee shall only be allowed a maximum of three (3) Compassionate Care Days in his or her bank.

4. Up to two (2) days for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations.

5. In the event of the death of an employee in the Ramapo Indian Hills District, the principal of said employee or the Business Administrator shall grant to a number of employees, appropriate in his/her discretion, sufficient time off to attend the funeral.

6. For teacher members, up to three (3) additional days per school year with a minimum deduction of the amount normally paid a substitute per day for reasons given in Paragraph B.3(a) through (k) above. For assistant members, up to three (3) additional days per school year with a deduction of 1/480th of the Step 1 salary or approximately \$50 per day for reasons given in item B3 above after the four (4) allowable days have been used.

7. Full deduction (1/190th, for teacher members and ten-month Administrative Assistants and Instructional Aides, 1/260th for twelve (12) month administrative and Technical Support Specialists members, 1/260th for twelve (12) month Custodians, Maintenance, Grounds of the annual contract salary) if absence is in excess of the days allowable for reasons given in this Article. The per diem rate (and thus the denominator for the deduction rate) for Security Aides shall be based upon the pupils' school calendar.

C. Absence for Professional and Legal Reasons

No deduction in salary will be made if a unit member is absent for professional reasons such as attending a convention, conference or meeting, seminar, Grant-in-aid Program, summer school session, workshop, clinic, visiting schools or on school business relative to the member's work, provided that approval has been given in advance by the principal.

D. Schedule of Pay Deductions

1. When a unit member has used during any school year the ten (10) days sick leave allowable by law for ten (10) month employees, or twelve (12) days sick leave for twelve (12) month

employees, and all accumulated sick leave allowed under the provisions of this contract, full deduction (the *per diem* rate listed in Article VIII, B.7) of the annual salary will be made for each day's absence unless leave is extended by vote of the Board of Education.

2. When a unit member is absent for any reason not recorded in this contract and not excused or excusable under the provisions of this contract, full deduction (at the *per diem* rate listed in Article VIII, B.7) of the annual salary will be made for each day's absence, unless waived by vote of the Board of Education.

E. Report of Reason for Absence

Each unit member, upon return to school following absence, shall report on a form supplied by the principal the dates of and reason for the absence.

F. Leaves taken under this Article shall be in addition to any sick leave to which the unit member is entitled.

**ARTICLE IX
EXTENDED LEAVES OF ABSENCE**

A. The Board agrees that up to two (2) members designated by the Association may upon request be granted a leave of absence without pay for one (1) or two (2) school year(s) for the purpose of engaging in activities of the Association or its affiliates.

B. A leave of absence without pay for one (1) or two (2) school year(s) may be granted to any teacher who joins the Peace Corps, VISTA, National Teachers' Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs.

C. Military leave without pay shall be granted to any unit member who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

D. Maternity Leave of Absence

Employees shall be granted maternity leaves of absence in accordance with the guidelines established by applicable court decisions.

1. Definition:

The term "maternity leave" does not refer to an involuntary absence from work solely while an employee is physically disabled from work during or following pregnancy. Such an absence is governed by the sick leave provisions contained in Article VII, Sick Leave.

The term "maternity leave" refers to a voluntary absence from work to prepare for the birth of a child or to care for the child after its birth. A pregnant employee who wishes to request maternity leave may either:

a. Request a maternity leave beginning before the birth, while she is still physically able to work, and ending after the birth. (By choosing to leave work before she is physically disabled, the employee waives the use of sick leave during the subsequent period of disability); or

b. Work until she becomes physically disabled, use her sick leave during the period of disability, and use maternity leave to care for the child after she has recovered from pregnancy-related disability.

c. An employee shall be considered temporarily disabled for a period of four (4) weeks before the expected due date of the child and four (4) weeks following the delivery of the child. During this period, the employee may use all or any part of her annual and accumulated sick leave without having to produce a physician's certificate that she is disabled. The employee shall deliver to the Superintendent a physician's certificate stating the expected delivery date of the child.

2. Procedure:

Maternity leave without pay shall be granted by the Board of Education in accordance with the following procedure:

a. All initial applications for, and applications for extensions or reductions of, maternity leave shall be made in writing to the Superintendent.

b. Any employee intending to apply for maternity leave shall advise the Superintendent as soon as possible. The employee's request for maternity leave shall be in writing to the Superintendent at least sixty (60) days prior to the date she wishes her leave to commence. Such written request shall specify the dates when the employee wishes her leave to commence and to terminate.

c. Any unit member shall be granted maternity leave for the balance of the entire academic school year in which the maternity leave commenced.

d. A unit member who is on maternity leave shall notify the Board in writing, on or before March 1st of the school year preceding the school year in which she is scheduled to return to active employment, of her intention to return to teaching in September. If the Board does not receive written notice of the employee's intention to return to work by the date specified, it must send a written request, by certified mail, inquiring as to whether the employee intends to return to work and when. The written notice shall specify, at least, that: 1. The Board requires a written response as to whether or not the employee will be returning to work, and the date of said return, and: 2. That a failure to respond in accordance with this letter could be deemed a resignation from the District. If the Board has not received a response to the first letter within fifteen (15) days of its due date, the Board must send a second letter by certified mail, return receipt required, or by personal service, restating the contents of the first letter and stating that such second letter is a second request to respond. A non-response by the unit member shall enable the Board to treat the non-response as a resignation upon proof of service of the second notice, provided that the unit member may defend by showing that he or she was not capable of responding to the notices.

e. Any unit member under tenure or who has received a tenure-year contract shall be granted maternity leave for an additional academic school year upon request. A unit member on such maternity leave shall notify the Board in writing by March 1st of the school year preceding the school year in which she is scheduled to return to active employment of her intention to request additional leave. If the employee does not provide a statement of intention to return to work, or fails to commence work when he/she was scheduled to return, the Board may pursue the matter according to the certified letter writing procedure described in Section d, herein.

f. Following the granting of a maternity leave, the employee may request a reduction of the leave. Such request shall be in writing to the Superintendent. The Board may grant such proposed reduction. The Board may require the employee to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.

g. The Board may require an employee during her pregnancy to produce a certificate from her physician stating

that she may continue working effectively at the duty to which she has been assigned.

h. In the event of any question as to the condition of the pregnant employee, a conference shall be arranged between the Board's physician and the employee's attending physician. If the employee's physician and the Board's physician disagree as to the employee's fitness, then the Board shall select a third impartial physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of the employee's fitness to continue in her assignment.

i. Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant employee for any cause not related solely to the pregnancy.

j. If an employee has been actively employed prior to childbirth and continues to be disabled beyond the four (4) week presumption of disability following childbirth, said employee may use any sick leave benefits to which she is entitled, provided that the employee's physician provides the Board with a certificate attesting to her inability to resume employment. The Board reserves the right to verify the employee's disability. If the employee whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period, she must present medical certification. If the Board of Education's physician and the employee's physician disagree as to the employee's fitness, then the Board shall select a third impartial physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of the employee's fitness to return to her duties prior to the expiration of the recuperative period.

k. The Board may require that an employee receiving maternity leave not accept full-time employment, or undertake any employment or full-time study during all or part of the period of the maternity leave which would interfere with the purpose of such leave.

l. Time spent on maternity leaves of absence shall not count towards salary guide placement experience, sick leave accumulation, etc.

E. Paternity Leave of Absence

The Board shall grant any male employee an unpaid leave of absence to provide necessary care for his newborn child to

the same extent and by the same procedure provided for maternity leaves above, provided, however, that if both parents are employees of the Board, only one parent may apply for and be granted child rearing or maternity leave.

F. Adoption

1. Any tenured unit member, male or female, adopting a child may receive a voluntary leave of absence for the duration of one (1) year, which leave shall commence not more than two (2) weeks prior to the date upon which the unit member is to receive custody of the infant, provided, however, that the leave may commence earlier if necessary to fulfill the requirements of adoption.

2. Said unit member shall be required to notify the Board of this request no later than sixty (60) days prior to the date custody of the child is scheduled to be received. In cases where both husband and wife may be unit members in this school system, only one (1) of said persons shall be entitled to such leave.

3. For classroom continuity and education the Board may elect to permit the unit member to return only at the commencement of a semester.

G. A leave of absence without pay shall be granted for the purpose of caring for a sick member of the unit member's immediate family, such leave to be for the remainder of the current school year and one (1) additional school year thereafter, if necessary.

H. Other leaves of absence without pay may be granted by the Board.

I. 1. Upon return from leave granted pursuant to Section B of this Article, a unit member shall be placed at the level said employee held at the time the employee left for that leave of absence, except that if that unit member left at the end of a school year or after January 15 of that school year, he/she shall advance to the next appropriate step on the guide.

2. Upon return from leave granted pursuant to Section C of this Article, a unit member shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time required for acquiring tenure.

3. A unit member shall not receive increment credit for time spent on a leave granted pursuant to Section D, E, or F of the Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

4. All benefits to which a unit member was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position, if available.

J. All extensions or renewals of leaves shall be in writing.

K. Not later than March 1st of the year in which any leave granted under this Article expires, the unit member on leave must notify the Board of Education, in writing through the office of the principal, concerning his or her intention with regard to return to duty.

ARTICLE X PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary:

1. To quell a disturbance, threatening physical injury to others;

2. Obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;

3. For the purpose of self-defense; and

4. For the protection of persons or property; and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section.

C. Whenever any action is brought against an employee before the Board or before the Commissioner of Education of

the State of New Jersey which may affect his/her employment or salary status, the Board of Education shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final reasonable decision in favor of the employee.

D. 1. The Board shall give legal and other assistance for any assault upon the employee while acting in the discharge of his/her duties.

2. When absence arises out of or from such assault or injury not the fault of the employee, the employee shall not forfeit any sick leave or personal leave.

E. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved.

F. If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceeding. If the Board does not provide such counsel, and the employee prevails in the proceeding, then the Board shall reimburse counsel fees incurred by him/her in his/her own defense.

G. A School Nurse shall be scheduled in each building for the entire school day.

ARTICLE XI INSURANCE PROTECTION

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

A. 1. The health insurance plan shall be the Horizon Blue Cross Blue Shield of New Jersey "SEHBP Mirror Plan." The term "SEHBP Mirror Plan" shall refer to the School Employees Health Benefit Plan and shall mirror or copy the SEHBP Direct 10 or Direct 15 Plans, and shall include the POS plan in existence on

June 30, 2011. The Board shall provide timely notification to all eligible employees of any plan changes.

2. All unit members enrolled in the Traditional and PPO health plans as of June 30, 2011, shall be enrolled in the Direct 10 of the SEHBP Mirror Plan.

3. Unit members enrolled in the POS Plan as of June 30, 2011, may remain in the POS Plan or be enrolled in the Direct 15 of the SEHBP Mirror Plan.

4. All unit members who were employed for the 2007-2008 school year, who were enrolled in the previous health plan, and who completed their fourth (4th) year of service on June 30, 2011, may opt into either the Direct 10 plan or Direct 15 plan available through the SEHBP Mirror Plan.

5. The SEHBP Mirror Plan and the POS plan shall not provide for any reimbursement for prescription drug costs. Reimbursement for prescription drug costs shall be covered wholly by the District's stand-alone prescription plan, as set forth in Article XI.B herein.

B. BeneCard BeneRx Prescription Benefit Plan - co-pay (\$10 co-pay for generic drugs, \$20 for brand name and \$35 for non-preferred brand name medications).

1. 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 co-pay system as follows:

Retail Generic CoPay \$10

Retail Preferred Brand Name CoPay \$20

Retail Non-Preferred Brand Name CoPay \$35

(34-Day or 100 units)

Mail Order Generic CoPay \$20

Mail Order Preferred Brand Name CoPay..... \$40

Mail Order Non-Preferred Brand Name CoPay \$70

(90-Day Supply)

2. 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.

3. This prescription benefit plan shall not have any maximum coverage cap in any benefit year, and there shall be no lifetime maximum benefit.

4. 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 health-care insurance protection on the 1st 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 health-care 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 a 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. The definition of full time for purposes of medical benefits for all other unit members shall be one who is employed on a regular basis for the work year and whose assignment is thirty (30) hours or greater.

H. Unit members who elected to waive coverage in any of the insurance plans prior to July 1, 2018, and continue to waive coverage in subsequent school years, shall be entitled to receive no more than the maximum waiver amount the member was eligible to receive for the 2017-2018 school year. Effective July 1, 2018, for any new waiver election, the waiver incentive shall be an annual amount which shall not exceed twenty-five (25%) of the amount saved by the Board because of the member's waiver of coverage, or \$5,000, whichever is less.

1. A member will be able to waive one (1), two (2), 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 1st for each succeeding year. In a significant change of

circumstances, e.g., death of spouse, an employee may reenroll 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 (4) years of service, all new hires will be enrolled in a POS plan with an 80/20 out of network benefit, with an out-of-network out-of-pocket maximum of \$1,000/\$2,500.

2. Effective July 1, 2011, all new hires will be enrolled in the POS plan or the Direct 15 plan described in Article XI.A.1.

3. For unit members hired on or before July 1, 2008 only: Upon completion of his or her fourth (4th) year of service, a unit member may opt into any plan available in the SHEBP Mirror Plan in the next open enrollment period.

4. Unit members hired on or before July 1, 2007 who choose to opt out of the Direct 10 plan into the Direct 15 plan or POS plan will get an incentive of not less than fifty percent (50%) of the differential between the Direct 10 plan and the POS or Direct 15 plan, whichever is applicable, for not less than two (2) years. Such a move to POS or Direct 15 plan will be permanent. Any employee receiving this incentive shall execute a written waiver consistent with the provisions of this Article.

5. Unit members employed after July 1, 2007 but hired before July 1, 2008 who choose to remain in the POS Plan or Direct 15 Plan permanently after their fourth (4th) year of service will receive the same incentive payment as in 4 above. Any employee receiving this incentive shall execute a written waiver consistent with the provisions of this Article.

6. Effective July 1, 2011, enrollment in the Traditional Plan will cease for all unit members.

K. Effective, July 1, 2018, the Board shall set aside a \$60,000 fund for distribution on a non-pensionable basis to all teachers contributing greater than 26% of the total premium cost for their plan under Chapter 78, Tier 4. The fund shall also apply to all support staff members who contribute more than 20% of the total premium cost for their plan under Chapter 78, Tier 4. In addition, on an annual basis (the appropriate timing to coincide with the first day of new insurance rates), the aforementioned fund will be automatically increased by 50% of the average percentage increase in premiums based on all plans offered for that year as a whole. The specific distribution of the offset for each eligible member is for the parties to determine.

ARTICLE XII DEDUCTIONS FROM SALARY

A. The Board agrees to deduct local and affiliated Association dues from the salaries of employees, upon request, in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under the rules and regulations of the NJ State Department of Education pertaining thereto.

B. Representative Fee

1. **Purpose of Plan:** If a bargaining unit member does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association or majority representation.

2. **Amount of Fee:** Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall not exceed eighty-five percent (85%) of that amount.

The Association will certify to the Board, prior to the start of each membership year, that the amount of the representation fee to be assessed does not exceed eighty-five percent (85%) of dues, fees, and assessments that are expended, a) for partisan, political, or ideological activities or causes that are only incidentally related to terms and conditions

of employment, or b) applied toward the cost of benefits available only to members of the majority representative.

3. Deduction and Transmission of Fees: The Board agrees to deduct from the salary of any bargaining unit member who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above, and to promptly transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each bargaining unit member during the remainder of the membership year in question. The deductions will begin thirty (30) days after the bargaining unit member begins his or her employment in a bargaining unit position.

The Association, before any deductions are made, will first establish a demand and return system. This system will provide that a non-union member may appeal the amount of the representation fee assessed against him/her. The Association will provide the non-member with a full and fair hearing, and has the burden of proof in justifying the amount of the fees. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal further. All funds in this instance will be held in escrow during that period of time.

4. Indemnification and Save Harmless Provision: The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that the Board gives the Association reasonable notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph.

5. Termination of Employment: If a bargaining unit member who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said bargaining unit member during the membership year in question and promptly forward same to the Association.

The procedure explained above will apply to all Association members and not just to those who pay a representation fee. This statement is meant to provide equal treatment for Association and non-Association members. The

Board will endeavor to comply with the foregoing, but the Board shall not be liable to the Association for any deductions under this paragraph which it fails to make.

6. **Mechanics:** Except as provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deductions and transmission of regular membership dues to the Association.

**ARTICLE XIII
TEACHER ADMINISTRATION SUPPORT STAFF LIAISON
COMMITTEE (TASC)**

A. For each school building, the Association shall select a liaison committee which shall meet with the principal not less frequently than once a month during the ten (10)-month work year, and in addition, when either party deems the meeting desirable to review and discuss local school problems and practices and to play an active role in the revision or development of building policies. Accurate minutes of each meeting shall be kept by the Chairperson of the TASC and when approval of these minutes has been given by the principal and the TASC Chairperson, copies of said minutes shall be sent to the President of the Board of Education, the Superintendent of the District and the President of the RIHEA. Said committee, whenever possible, shall consist of the following:

1. one (1) representative for first (1st) year teachers;
2. one (1) representative for non-tenured teachers;
3. three (3) representatives for tenured teachers;
4. one (1) representative for non-tenured Administrative Assistants;
5. two (2) representatives for tenured Administrative Assistants;
6. two (2) representatives for Custodians, Grounds, Maintenance, Security Aides, Custodian/Bus Drivers;
7. one (1) representative appointed by the Association President.

B. The Teacher Administration Support Staff Liaison Committee shall not replace the Grievance Procedure nor the Negotiations Procedure. All negotiations will take place at the

negotiations table, and all grievances shall follow the grievance procedure.

ARTICLES GOVERNING TEACHING STAFF MEMBERS OF THE UNIT

ARTICLE XIV IN-SCHOOL WORK YEAR

A. The in-school work year of teachers employed on a ten (10) month basis shall not exceed one hundred ninety (190) days and the in-school work year of teachers employed on a twelve (12) month basis shall not exceed two hundred thirty (230) days. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.

1. Notwithstanding the requirements of Article XIV, A above, the in-school work year shall be one hundred eighty-seven (187) days for all staff that have participated in twenty-one (21) hours of professional growth, curriculum development, and/or in-service training prior to the one hundred eighty-seventh (187th) day.

a. On the first of each month, the District in coordination with the School Improvement Panel ("SciP") shall compile and distribute to all teaching staff members a list of the available opportunities for that month, including specific dates and times, and a detailed description of each program, so that each teacher may review those opportunities and make a selection for that month.

b. If available, the District in coordination with the SciP shall compile and distribute to all teaching staff members a list of available opportunities for succeeding months, including specific dates and times, and a detailed description of each program.

c. Each teacher shall have an equal opportunity to sign up for each available program on a first come, first served basis, except that a teacher's Professional Development Plan needs shall have priority in selection and assignment to such programs.

d. Each teacher shall have the opportunity to design a personal plan to meet the twenty-one (21) hours. Such plan shall be submitted to the teacher's immediate supervisor and/or to the building principal for approval. Provided such plan meets district or school goals, or reflects the needs of a teacher's

Professional Improvement Plan, approval shall not be unreasonably or unduly denied.

e. Out-of-district programs which meet a teacher's Professional Improvement Plan or which afford a teacher an opportunity to expand professional knowledge shall count toward the completion of the twenty-one (21) hours, as long as prior approval for such programs has been given by the immediate supervisor or the building principal. Such approval shall not be unreasonably denied.

f. The registration fee or other related expenses for an out-of-district program eligible to satisfy the twenty-one (21) hours shall be reimbursable to the teacher subject to the Superintendent's discretion.

2. In the event that any staff member is unable to satisfy the twenty-one (21) hour time exchange (or any portion thereof) prior to the one hundred eighty-seventh (187th) day of school, said staff member shall be required to be in attendance on the one hundred eighty-eighth (188th), one hundred eighty-ninth (189th) and/or one hundred ninetieth (190th) day to participate in such professional growth, curriculum development, and/or in-service training as may be determined by the teacher and his/her subject supervisor and/or administration.

a. The number of hours required on those days shall equate to the number of hours not completed during the current school year, but in no case, shall the total number of required hours exceed a total of twenty-one (21) hours.

b. A staff member shall have the unrestricted option to schedule the twenty-one (21) hours (or any portion thereof) on the one hundred eighty-eighth (188th), one hundred eighty-ninth (189th) and/or one hundred ninetieth (190th) days if personal or professional needs dictate provided that reasonable notice is given to administration and/or the Board of Education not later than May 1 of each year

3. The twenty-one (21) hours of professional training in which each teacher participates in shall be counted toward that teacher's attainment of twenty (20) annual hours of professional development, required by N.J.A.C. 6A:9C-3, Required Professional Development for Teachers.

a. In order to count toward the teacher's attainment of twenty (20) hours of professional development, all professional development experiences must meet the requirements of the Professional Development Standards set

forth in N.J.A.C. 6A:9C-3.4 and the Professional Standards for Teachers as referenced in N.J.A.C. 6A:9-3.3.

b. Successful completion of the twenty-one (21) hours each year shall be deemed sufficient to satisfy the twenty (20) hour requirement.

c. It is understood that, except as needed to complete the twenty (20) hour annual requirement , or as may be required by an individual professional development plan, teachers shall not be required to complete any additional professional development hours beyond the twenty-one (21) each year.

4. The District, in coordination with the ScIP, agrees to provide a variety of scheduling opportunities for these hours, including after school and evening sessions and Saturday seminars, whenever practicable.

a. The District also agrees to seek out and publicize out-of-district programs that may meet a teacher's individual professional improvement plan.

b. The District agrees to support a variety of models and methods for teachers to fulfill their twenty-one (21) hour obligation.

5. It is agreed that the twenty-one (21) hours must be outside the regularly scheduled day. Participants in District-run programs operating under this program shall not be eligible for the workshop compensation rate unless the hours exceed the twenty-one (21) required under this plan.

6. Any teacher who provides in-district training experiences for colleagues shall not receive credit toward the completion of his/her in-district requirement, but shall receive credit toward the State's twenty (20) hour annual obligation and shall be compensated at the presentation rate of hour for hour for delivery of instruction time plus two (2) hours preparation time for each hour of delivery time at the participation rate. Facilitators, if approved by the Committee, shall receive credit toward their in-district requirement (if approved by the ScIP) and shall be paid of preparation time at the participation rate.

a. In order to qualify for compensation, the professional development program must be presented to and approved in advance by the ScIP and by the Superintendent of Schools.

b. If such approval is received, a teacher may provide as many in-district training experiences as are approved by the ScIP and by the Superintendent of Schools.

c. The hours spent in providing professional development experiences for colleagues shall count toward his/her twenty-one (21) hour District professional development obligation as follows:

(1) In addition to the actual clock hours spent in delivery of the first presentation, presenters or teachers of courses or workshops shall accrue professional development hours on the basis of two (2) hours of preparation time for every hour of delivery time.

(2) Nothing herein shall be construed in a manner contrary to the requirements of the Professional Development Standards set forth in N.J.A.C. 6A:9C.

d. Staff members who provide in-district training for this program as delineated above shall be compensated according to the provisions of Article XXIV, J, Professional Development and Educational Improvement.

7. The District and the Association shall establish a method of recording and documenting the number of hours toward the twenty-one (21) hour fulfillment and toward the twenty (20) hour annual obligation.

a. The District shall provide each teacher with access to its online management system to verify the number of credit hours he or she has accumulated.

b. It shall be the responsibility of the teacher to verify his or her credit hours and to promptly notify the District of any discrepancy in the hours.

8. Supplemental Teachers shall participate in this twenty-one (21) hour program on a pro-rated basis, as follows:

a. A full-time Supplemental Teacher shall be responsible for twelve and one half (12.5) hours of professional development time under this plan.

b. A Supplemental Teacher whose schedule is less than full time shall be responsible for professional development hours as follows:

(1) a .75 Supplemental Teacher shall be responsible for nine and one half (9.5) hours;

(2) a .50 Supplemental Teacher shall be responsible for six (6) hours;

(3) a .25 Supplemental Teacher shall be responsible for three (3) hours.

9. Part-time teachers shall participate in this twenty-one (21) hour program on a pro-rated basis as follows:

a. a .9 teacher shall be responsible for nineteen (19) hours;

b. a .8 teacher shall be responsible for seventeen (17) hours;

c. a .7 teacher shall be responsible for fourteen and one half (14.5) hours;

d. a .6 teacher shall be responsible for twelve and one half (12.5) hours;

e. a .5 teacher shall be responsible for ten and one half (10.5) hours;

f. a .4 teacher shall be responsible for eight and one half (8.5) hours;

g. a .3 teacher shall be responsible for six and one half (6.5) hours;

h. a .2 teacher shall be responsible for four (4) hours;

i. a .1 teacher shall be responsible for two (2) hours.

B. Before promulgating the school calendar and/or before making any subsequent changes in the calendar promulgated for any school year, the Board or its designee shall meet with the Association representatives to ascertain the Association's views on the school calendar or any proposed change therein. The Board's ultimate determination on the school calendar and any changes therein, however, shall be final and binding.

C. Supplemental Teachers employed on a ten (10) month basis shall have the option, with prior approval, of not working on the final examination period and the last day(s) of the school year. If this option is exercised, there will be a deduction of salary for each such day not worked, at the rate of 1/190th of the annual contract salary.

ARTICLE XV
TEACHING HOURS AND TEACHING LOAD

A. 1. The teachers' total in-school work day shall consist of not more than seven (7) hours and forty-five (45) minutes (which shall include a duty-free lunch period as guaranteed to teachers under Section C of this Article), exclusive of such other duties as can be required of teachers by law. Notwithstanding the foregoing, teachers may be excused one-half (1/2) hour after the end of the scheduled pupil day, provided that they have first fulfilled all their professional responsibilities, including those assigned by the Superintendent, Principal, or their designees.

2. On Fridays, and on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day, except the last day of pupil attendance.

3. The teachers shall not be required to "clock-in" at the beginning of the in-school work day by minutes and hours. Teachers shall, however, check in when entering the building at the beginning of the in-school work day and check out when leaving at the end of the in-school work day by placing a check mark in the appropriate column in a book provided for the purpose by the Board.

4. Any teacher who arrives late to work shall affix his/her signature and the time of his/her arrival. In addition, teachers shall have the right to record the reason for lateness. Any recording of such lateness in a teacher's file shall be recorded by minutes and hours, and notification shall be given to the teacher of such recording. The principal or his/her agent shall have the right to excuse lateness occasioned by inclement weather or personal emergency. Any lateness excused by the principal or that agent shall be so noted on the daily record, and shall not be placed in the teacher's personal file.

B. Teachers shall not be required to teach in more than two (2) department areas.

C. 1. Teachers shall have a daily duty-free lunch period of at least forty (40) consecutive minutes.

3. Teachers may leave the building during their scheduled duty-free lunch periods without requesting permission, provided they clock out by hour and minutes when leaving and clock in by hour and minutes when returning.

D. 1. An Association representative may speak to the teachers at any faculty meeting for not more than ten (10) minutes, at the request of the representative.

2. Teachers shall have the opportunity to suggest items for the agenda. Discussion shall not be limited to items on the agenda.

E. 1. Classroom teachers shall, in addition to a duty-free lunch period of at least forty (40) consecutive minutes, have a total of not less than forty (40) minutes for preparation and conferences during the regular student school day.

2. Other members of the negotiating unit who are not regular classroom teachers shall be provided with preparation time to the same extent as other teachers.

F. 1. Teacher participation in the activities listed in Schedule "B" shall be compensated according to the rate of pay in Schedule "B."

2. Teachers shall be released from "supervisory" in lieu of "instructional" assignments at the option of the administration:

- a. One (1) newspaper advisor in each school.
- b. One (1) yearbook advisor in each school.
- c. One (1) student council advisor in each school.
- d. One (1) school treasurer in each school.
- e. Head Teachers.

3. The faculty advisor to the Academic Decathlon Team in each building shall be released from one (1) supervisory period for the purpose of conducting business related to that activity.

4. Effective September 1, 2003, assignment to the Writing Centers in each building shall be considered a supervisory assignment.

5. Effective July 1, 2019, subsections F.2, F.3, and F.4, above, shall be eliminated in their entirety.

G. Teacher participation on overnight or weekend trips may be required.

H. The teachers' day shall end at the close of the pupils' day on two (2) Mondays during the school year, for the purpose of

attending Association meetings. At the commencement of the school year, the Association shall notify the Administration of the dates on which it intends to hold the meetings. The Administration shall notify supervisors of these two (2) Monday Association meetings so that they may avoid scheduling conflicts.

I. 1. The parties acknowledge that as a result of the institution of revised schedules (commonly known as the nine (9) period day) at Ramapo High School in 1987-88 and at Indian Hills High School in 1988-89, changes affecting sign-in/sign-out time, the length of periods and the amount of instructional, supervision and preparation time have been or will be implemented.

2. The Association acknowledges the right and authority of the Board of Education to again determine to change each or any of these nine-period schedules. Such change(s) may result in an increase of the instructional and supervision time, and/or a decrease in the preparation time provided in the nine (9) period schedules. In the event the Board does change these schedules, the instructional, supervision, and preparation time will revert to those levels in effect at Ramapo High School in the 1987-88 schedule and at Indian Hills High School in the 1988-89 schedule.

J. 1. In order to qualify for the compensation listed on Schedule A and A-1, the Supplemental Teacher's general daily schedule shall, as heretofore, consist of four (4) instructional periods and preparation/conference time consisting of not less than one (1) period except on days when less than four (4) hours are worked. Total work time for one (1) week shall not exceed nineteen (19) hours and thirty (30) minutes, exclusive of such other duties as can be required by law.

2. Effective September 1, 1997, the total work time for full-time Supplemental Teachers shall not exceed twenty-one (21) hours and zero (0) minutes, exclusive of such other duties as can be required by law.

3. The increase from nineteen and one-half (19.5) to twenty-one (21) hours per week shall include providing self-advocacy training to students assigned to Supplemental Teachers, attendance at IEP and Annual Review meetings, full participation on the staffs' first day of school, and full participation in all professional days.

4. It is agreed that the additional time must be scheduled either directly before or directly after the Supplemental

Teacher's regular schedule and there shall be no assignments of the additional hour and a half (1½) at times other than directly before or directly after the regular schedule.

K. 1. Schedules that differ from this general configuration shall receive appropriate pro-rata compensation and preparation time.

2. All work over and above twenty-one (21) hours per week that is required of Supplemental Teachers, including all work in the District's Staff Development Program and other initiatives as appropriate, shall be paid at the rate established in Article XXVIII, D, Supplemental Teachers.

3. Supplemental Teachers who are selected as trainers or participants in the District Staff Development sessions occurring outside the parameters of the regular contract week of twenty-one (21) hours will be compensated under the provisions of Article XXVIII, D, Supplemental Teachers.

L. After School Meetings: On one (1) Monday each month, professional teaching staff members shall remain until 4:00 PM for the purpose of engaging in department or faculty meetings, or in service/professional development meetings with the agreement that on the following Monday, they will be permitted to leave at the close of the student day. In the event that the following Monday is not a school day, the next school day will serve as the early dismissal day for purposes of this provision.

At the close of the previous school year, or, if not possible, at the commencement of the school year, the Board or its designee shall notify all teaching staff members of the dates on which it intends to hold these extended meetings.

M. Structure Learning Experience (SLE) Teachers: 1. SLE Teachers with less than fifteen (15) students shall be required to teach four (4) classes; and SLE Teachers with fifteen (15) or more students, shall only be required to teach three (3) classes.

N. 1. The parties agree to the establishment of a Staggered Schedule for the Media Centers at each school to operate outside the hours of the regular in-school work day. This program shall apply only to the Media Center and shall not apply to any other area until such time as the program is evaluated.

2. Such a staggered schedule shall begin no more than one (1) hour before the start of the staffs' in-school workday and shall end no more than one (1) hour after the end of such in-school work day.

3. Staff assigned to such a staggered schedule will have a work day and a workload not in excess of that currently provided in Article XV - Teaching Hours and Teaching Load.

4. Staff shall not be involuntarily assigned to such a staggered schedule.

5. Training that may be required for staff assigned to this staggered schedule shall be compensated at the summer workshop rate.

6. Before implementation of any staggered schedule, the parties agree to address issues of safety, security and support services.

7. The BOE recognizes that any staggered schedule may include the employment of additional staff.

8. When teachers are assigned to staff the Media Center outside the hours of the regular in-school work day, those teachers shall be compensated at the Instructor rate delineated in Appendix B.

O. If, as a result of an emergency, i.e., the unexpected loss of a teaching staff member due to death, illness, sudden resignation, or accident, a situation exists in which a section of students would not have a certificated instructor, a professional staff unit member may volunteer to teach a sixth (6th) class.

The following procedures shall be adhered to in the event that the Board declares such an emergency:

1. Any assignment to a sixth (6th) teaching period shall take place only after prior notice to and consultation with the Association and only after approval to implement such an assignment has been issued by the RIHEA. Such approval shall not be unreasonably withheld.

2. Such an assignment shall reflect an emergency situation in which a qualified replacement was actively sought by the Board and not found within a reasonable period of time.

3. Assignment shall be voluntary and shall be limited to tenured teaching staff.

4. For each year covered by this Agreement, compensation for such an additional assignment shall be \$9,530 per year or pro-rated part thereof. All such compensation shall be subject to all the regular deductions normally taken from an employee's paycheck, and thus, shall be fully pensionable.

5. Each individual assignment to a sixth (6th) teaching period shall sunset as soon as possible, and, in each instance, at the end of a school year.

6. The sixth (6th) teaching period shall replace a preparation/conference period, and not a supervisory period.

7. The BOE agrees that a sixth (6th) period assignment shall not be used to create a reduction in force situation.

8. Any necessity for a sixth (6th) period assignment shall be duly posted to enable all interested professional staff unit members to apply (excluding non-tenured teaching staff).

a. In order to provide for a smooth transition in the event an emergency does arise, prior to the close of school in June of the academic year previous to a potential emergency, the BOE shall solicit from all currently tenured teaching staff members, their willingness to volunteer to instruct a sixth (6th) teaching period for the subsequent year.

b. All teaching staff members who volunteer shall identify by grade and subject the areas for which they would be willing to volunteer.

c. It is understood that willingness to volunteer in one (1) year does not guarantee a willingness to do so in a subsequent year, and thus, this process must be undertaken each June.

d. A volunteer who accepts the responsibility of taking on such an assignment understands that he/she is obligated to complete the assignment.

9. The BOE and the Association shall engage in a yearly evaluation of any and all such assignments and shall issue a summary report on each assignment or incident necessitating a sixth period assignment.

P. 1. The contract obligations for full-time teachers shall be twenty-five (25) teaching periods per week, five (5) supervisory periods per week, ten (10) preparation periods per week, and one hundred thirty-one (131) additional minutes per week (to include an extra forty-five (45) minutes per month for long faculty and department meetings plus thirty (30) minutes after school for four (4) days per week).

2. The only exception to this obligation is the release at the end of the student day as delineated in Article XV, Teaching Hours and Teaching Load, L.

3. The contract obligations for part-time teachers shall be a pro-rated portion of the Teacher Work Week Obligation and shall be set forth in Appendix A, which is attached hereto and made a part thereof.

Q. Teachers who are selected to serve as Facilitators for the Freshman Transitions Program shall be compensated at the Instructor rate for working with students, and at the Participant rate for working with colleagues to prepare for program events, as delineated in Appendix B.

ARTICLE XVI NON-TEACHING DUTIES

A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach, and that one's energies should to the extent possible be utilized to this end. Therefore, they agree as follows:

1. Teachers shall not be required to store books, deliver books to classrooms, or perform Custodial functions.

2. Teachers shall not be required to drive students to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate supervisor. They shall be compensated at the applicable NJOMB rate in effect on July 1 of each year, or as soon thereafter as the District is notified of any changes.

3. Teachers may be required to supervise sidewalks, busses, or lavatories.

B. Nothing in this Article contained or elsewhere in this Agreement contained shall be deemed to relieve any teacher of the affirmative responsibility, which is hereby acknowledged to exist, to report any misconduct or breach of school rules or regulations which occurs in his/her presence or which is observed by the teacher, and to take such further action at the time of such misconduct as may be necessary and reasonable to maintain proper student discipline and decorum.

C. In the event of an emergency, teachers shall do all such things and perform all such duties as may be reasonably required of them by the Board or any of its agents, notwithstanding anything in this article or elsewhere to the contrary.

**ARTICLE XVII
TEACHER EMPLOYMENT**

A. 1. The Board agrees that it shall not employ any teacher unless that teacher is the holder of an appropriate teacher's certificate as determined by the New Jersey Department of Education State Board of Examiners under rules and regulations prescribed by the State Board of Examiners.

2. Any teacher hereafter employed by the Board who is the holder of a sub-standard certificate, must enroll in an approved college program leading to full certification in his/her field, and must have acquired standard certification before being awarded tenure. The Superintendent shall have the discretion to vary these standards, providing that such decision is consistent with the rules and regulations prescribed by the State Board of Examiners.

3. Each teacher shall be placed on his/her proper step on the salary schedule in accordance with paragraph below.

4. Full credit on the Teacher Salary Schedule shall be given previous outside full-time teaching experience in schools duly accredited by one of the six (6) regional crediting associations upon initial employment in accordance with the provisions of Schedule "A". Additional credit not to exceed four (4) years shall be given for military experience, and credit not to exceed three (3) years may be given for Peace Corps, VISTA, or National Teacher Corps work upon initial employment. The aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.

B. Teachers with previous teaching experience in the Ramapo Indian Hills Regional High School District shall, upon returning to the system, receive full credit on the salary schedule for all outside full-time teaching experience in schools duly accredited by one (1) of the six (6) regional crediting associations, up to four (4) years of military experience; Peace Corps, VISTA, or National Teacher Training Corps work up to the maximum set forth in Section "A" above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system from leave for military experience, be restored to the next position on the salary schedule above that at which they left. Teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system from leave for the Peace Corps, VISTA, or National Teacher Training Corps, be returned to a position on the salary schedule at the level at which the employee left for the leave of absence, except that if that

teacher left at the end of a school year or after January 15 of a school year, he/she shall be advanced to the next appropriate step on the guide.

C. Previously unused leave days accumulated in the District may be restored to all returning teachers.

D. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15, or as applicable according to state law.

E. Notwithstanding the foregoing, the Board reserves the right, in its discretion, to decrease credited experience when initially placing a teacher on the Salary Schedule.

F. During the course of this contract, the Board may, in its discretion, increase credited experience by no more than three (3) additional steps when initially placing a teacher on the Salary Schedule.

This provision will automatically sunset at the end of the contract and will not automatically carry over into subsequent agreements.

G. 1. Teachers who have worked a minimum of ninety-six (96) days of a given school year shall be deemed to have completed one (1) full year of service for salary guide credit purposes and shall, if reemployed, be moved to the next appropriate step on the guide effective the following September.

2. Teachers who have worked ninety-five (95) or fewer days in a given school year shall remain at the initial experience step for the next school year.

3. For this purpose, sick days and personal days utilized shall be included toward the ninety-six (96) days needed for step advancement, as are hours devoted to achieving the professional development requirement.

4. If a teacher leaves at the end of a school year or works ninety-six (96) days (including sick and personal days and hours for professional development) of that last year, he/she be advanced to the next appropriate step on the guide.

ARTICLE XVIII TEACHER ASSIGNMENT AND REASSIGNMENT

A. In order to assure that pupils are taught by teachers working within their area of competence, teachers shall not be assigned

to a subject assignment outside the scope of their teaching certificates.

B. All teachers, except new teachers, shall be given written notice of their subject area assignment for the forthcoming year before July 1. New teachers shall be given written notice of their subject area and building assignments as soon as possible after they are employed. Subject area assignment as used herein means assignment to a department of instruction such as English, Social Studies, Family and Consumer Sciences, Art, Music, Mathematics, Science, etc.

C. Neither a teacher's subject area assignment nor building assignment shall be changed during the school year or for the ensuing school year unless the teacher has been given notice of such proposed change and the opportunity to meet with the principal, Superintendent or such other agent as the Board may designate to discuss the reason or reasons for the reassignment. Any change in the teacher's teaching assignment within the subject area shall require the same prior notice as herein.

D. Teachers who desire a change in building and/or subject area assignment may file a written statement of such desire with the Superintendent's office. Such statement shall include the subject area assignment and/or building preference or order of preference therefore, desired by the teacher.

E. Disputes over reassignment shall be subject to the grievance procedure, but at no stage of the grievance procedure shall one hearing the grievance substitute his/her judgment on relative qualifications, and the sole question shall be whether the reassignment was made, or request therefore denied arbitrarily and capriciously. Disputes over such reassignments shall not be subject to binding arbitration if they involve a non-disciplinary reassignment or disciplinary transfer between work sites.

F. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable, it being acknowledged that N.J.S.A. 34:13A-25 prohibits disciplinary transfers between work sites.

G. Teachers having assignments in both schools in the District shall follow each day the schedule of the school to which they first report for the purpose of determining reporting and leaving time.

H. The Administration shall deliver to the Association and post in all school buildings a list of the vacancies for certificated personnel as they become known. In addition to the paper posting, the Administration shall post such vacancies on the District website, both on the public page and on the Faculty Room (staff only) page. Throughout the year, and particularly in the summer, notice of such vacancies shall be e-mailed to all staff at the same time as the website posting appears.

I. The Administration shall deliver to the Association and post in all school buildings a list of summer workshops, seminars, conferences and other summer work opportunities as they become known during the academic school year and during the summer recess. Throughout the year, and particularly in the summer, notice of such vacancies shall be emailed to all staff at the same time as the website posting appears.

J. 1. Teachers selected to be Mentors will, in addition to the stipend established by the State and paid for by the Mentee, receive the difference between Step 1 and Step 2 of the B.A. column on Schedule A, up to a maximum of \$450.00 per year.

2. It is agreed that the Board's decision on appointing a Mentor is not grievable.

3. The parties agree that no teacher will be assigned to mentor more than one (1) person at one (1) time.

K. Openings for home teaching, positions with the evening school, federal projects, in-district trainers for staff development, mentors, or other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized

ARTICLE XIX SUMMER SCHOOL

A. All openings for positions in the summer school shall be posted as they become known.

B. Salary schedules for positions included in this Article shall be negotiated under procedures outlined in Article II of this Agreement along with regular salary schedules wherever possible, or at such other times as may be appropriate in order to conform to the time requirements for the implementation of said programs.

C. Salary schedules for teachers in any summer school program shall be listed under Schedule B 3 Miscellaneous.

ARTICLE XX
TEACHER EVALUATION REPORTS

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

B. A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it.

C. Complaints regarding a teacher made to any member of the administration by any parent or student shall be communicated to the teacher involved without delay, within five (5) school days. The teacher may thereupon request a conference with the complainant, and if the complainant is willing to attend such a conference, one shall be scheduled by the administrator involved. The teacher, at such conference, shall be given a full opportunity to respond to the complaint.

D. No material derogatory to a teacher's conduct, service, character or personality, and no written memorandum relating to a complaint against any teacher or the resolution thereof, shall be placed in a teacher's personnel file unless the teacher has an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

E. The foregoing provisions are not intended to restrict members of the administration from making reasonable attempts to resolve informally complaints regarding a teacher by any parent or student before a written complaint is accepted.

**ARTICLE XXI
TEACHER FACILITIES**

A. It is agreed that it is a desirable goal that each school have the following facilities:

1. Space and facilities in each classroom in which teachers may store instructional materials and supplies;

2. A teacher work area for each department containing adequate equipment and supplies, including a typewriter, copier and duplicating equipment, computer and related equipment, media technology and related equipment, access to the Internet, etc., to aid in the preparation of instructional material;

3. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's Custodial staff.

4. A serviceable desk, chair and filing cabinet for the exclusive use of each teacher.

To this end, the Board agrees to expend the sum of \$500 per school year in such fashion as is approved by the Association.

B. Each school shall have the following facilities:

1. Well-lighted and clean teacher restrooms, separate for each sex and separate from the students' restrooms;

2. A separate dining area for the use of the staff;

3. Free and adequate off-street parking exclusively for staff use, with the sole exceptions of handicapped spaces for physically handicapped student drivers;

4. Suitable space for each teacher to store coats, overshoes and personal articles;

5. Adequate materials necessary for the daily teaching responsibility.

C. The Board shall provide gym uniforms for physical education teachers in accordance with specifications agreed to by the Board's Business Administrator and the Physical Education Subject Supervisor, smocks for art and family and

consumer science teachers, and shop coats for vocational and industrial technology teachers. Proper laundering service for all of said items shall be provided without charge to the teachers.

D. The Board recognizes that it would be desirable to have an appropriate room and other facilities for teachers who work in more than one (1) school building in each school where they work, to permit the effective discharge of their responsibilities to their pupils. That such teachers be assigned a single classroom or office for their exclusive use outside of regular teaching hours, with a desk or other equivalent facility and a place to store materials and supplies for their personal use, is also recognized as a desirable goal.

E. Upon the request of the Association, the Board will permit the Association to install and maintain vending machines in the teachers' lounge and teachers' lunch-room areas.

F. Keys shall not unreasonably be withheld from teachers who require them.

ARTICLE XXII SABBATICAL LEAVES

A sabbatical leave shall be granted to a teacher by the Board for graduate study considered to be appropriate to a teacher's previous education, experience and professional responsibilities. In approving a sabbatical leave, a primary consideration will be the improvement of instruction. Specifically excluded from sabbatical leave consideration, among others, are undergraduate studies, and study in an area of administration.

A. If there be a sufficient number of qualified applicants, sabbatical leave for full-time study, as determined by the standards of the university or college he/she will be attending, shall be granted to a maximum of two (2) teachers. Unless otherwise determined by the Superintendent, no more than one (1) teacher from a department of each school during each school year shall be granted a sabbatical.

B. The leave shall be for a full school year.

C. Request for leave must be received by the Superintendent in writing on a form approved by the Board.

D. 1. To be qualified, the teacher must have completed at least seven (7) full years of service in the District.

2. To be qualified for a second, or subsequent, sabbatical leave, the teacher must have completed at least seven (7) full years of service in the District, after returning from the previous sabbatical leave.

E. A teacher on sabbatical leave shall be paid by the Board at one hundred percent (100%) of the base salary which he/she would have received if he/she had remained on active duty.

F. A teacher granted a leave must return to the District for at least two (2) years, unless otherwise determined by the Board of Education.

G. If more than the authorized number of qualified teachers apply, the Board, in its sole discretion, shall determine which of the applicants shall be granted sabbatical leave.

Those applications not granted shall be considered automatically resubmitted for the purpose of selection the following year.

H. It is understood that provisions of this Article XXII shall be suspended for the term of the within Agreement, namely for 2013-2016, except that up to two (2) one-half (1/2) pay sabbatical leaves of absence may be granted in each academic year to qualified applicants in accordance with the terms and provision of this Article XXII, except that Section E shall not be applicable and, in lieu thereof, compensation shall be at fifty percent (50%) of the base salary which the teacher would have received if such teacher had remained on active duty.

ARTICLE XXIII SUBSTITUTES

A. Positions which are vacant because teachers are temporarily absent or on leave, shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey Board of Examiners.

B. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving that teacher of his/her preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Such coverage shall be arranged by the principal of the school in question and shall be

distributed as equitably as possible among the teachers in said school.

C. For each class covered as a substitute, volunteers and assigned teachers shall be paid at the rate of \$24 for each year covered by this Agreement.

D. In order to provide coverage for absent teachers, the following procedure will be utilized on a priority basis:

1. Substitute teachers;
2. Teachers who volunteer to use their preparation period or lunch period, for which teachers will be paid at the rate agreed upon in Paragraph C above;
3. Reassignment of teachers from supervisory duties at the discretion of the building principal or his/her designee (without additional compensation); and
4. Reassignment of teachers from their preparation period, for which teachers will be paid at the rate agreed upon in Paragraph C above.

**ARTICLE XXIV
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL
IMPROVEMENT**

A. General Principles

1. The provisions of this Article XXIV shall only be implemented to the extent permitted by N.J.S.A. 18A:6-8.5 and/or any other applicable statutory provision or administrative regulations.

2. The policy for Tuition Reimbursement and Credit Approval shall be based upon the principle that it be fair to all concerned, i.e., both the Board and the professional staff of the Ramapo-Indian Hills Regional High School District.

3. All work 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.

4. A teaching staff member's course load should not exceed six (6) credit hours in each of the fall and winter/spring semesters without the prior approval of the Superintendent of Schools. The fall semester shall be recognized as occurring between the months of September and December of each school year; and the winter/spring semester shall be recognized

as occurring between the months of January and June of each school year. There shall be no limit to the total number of course credit hours that teaching staff members are permitted to take during the summer.

5. Online courses shall be eligible for tuition reimbursement and salary credit in accordance with N.J.S.A. 18A:6-8.5. However, the Board shall annually accept no more than six (6) on-line credits, which were obtained through third-party administrators, for salary advancement purposes.

6. Teachers shall receive appropriate salary credit for completed course work toward advanced degrees as of September 1 and February 1 of each school year, providing all course work has been completed prior to that date. Teachers shall be required to submit their completed course paperwork no later than October 31, to receive credit for advancement as of September 1, and no later than March 31, to receive credit for advancement as of February 1.

B. Tuition reimbursement shall not exceed \$2,400 per teacher, per year; up to twelve (12) credits per year for each year covered by this Agreement.

Supplemental Teachers assigned from two (2) to four (4) teaching periods according to the general daily schedule provided in Article XV, J, Teaching Hours and Teaching Load, shall be eligible to receive up to \$800 per year toward tuition reimbursement, subject to the conditions outlined in paragraphs A and C of this Article. Supplemental Teachers with fewer than two (2) teaching periods shall not receive tuition reimbursement.

C. The Board agrees to allocate \$75,000 per school year (July 1 to June 30) for tuition reimbursement.

1. Unexpended funds in any school year shall be rolled over for use the following year. In accordance with accounting regulations, the roll over balance for tuition reimbursement is eliminated as of 6/30/2007.

2. Whenever the available funds for any given year have been exhausted, teachers shall be eligible to apply for special consideration for receipt of funds over and above the allocated \$75,000.

3. The parties agree that a fair and equitable method of distribution of monies shall be developed and implemented.

D. The Superintendent shall have the discretion to vary these standards in areas where course availability is a problem, or if in his/her sole discretion it is in the interest of the District.

1. Those staff members selected to serve as trainers will be compensated for preparation and concluding services which are outside of the parameters of the regular contract day of seven (7) hours and forty-five (45) minutes at the summer workshop rate for a participant in a summer curriculum or professional development program as follows: \$59.75 per hour for each year covered by this Agreement.

2. In the event that staff development training sessions occur outside the parameters of the regular contract day of seven (7) hours and forty-five (45) minutes, compensation to trainers for the time spent teaching in such training sessions will be at the rate for a trainer in or teacher of a summer curriculum or professional development program as follows: \$69.14 per hour for each year covered by this Agreement. Compensation for preparation and concluding services will be at the appropriate summer workshop rate.

3. Participants in such staff development training sessions occurring outside the parameters of the regular contract day of seven (7) hours and forty-five (45) minutes, will be compensated at the appropriate summer workshop rate for their participation.

4. In all cases, staff members will submit a statement reflecting the total compensable hours spent in training or as trainers. This statement will be due in the District Office within two (2) weeks after the conclusion of training services or participation.

5. Supplemental Teachers selected to serve as trainers in the District Staff Development sessions will be compensated under the provisions of J 1 above for preparation and concluding services which are outside of the parameters of the regular contract week of twenty-one (21) hours.

6. Supplemental Teachers who are participants in such staff development training sessions outside the parameters of the regular contract week of twenty-one (21) hours will be compensated under the provisions of J 1 above.

7. The foregoing and our other various discussions are designed to preserve the stated aim of this members' endeavor, including the voluntary nature of the staff members' participation and involvement in the Staff Development Program.

**ARTICLE XXV
LONGEVITY**

Teaching staff members of the unit shall be eligible for longevity pay as follows:

A. Commencing with the first day of the month succeeding the sixteenth (16th) year of service to the District of a teaching staff member of the unit, an additional payment will be added to the contractual annual salary as longevity pay as follows:

Tier One

BA Degree: after 16 years of service:.....\$4,300

Tier Two

MA Degree: after 16 years of service:.....\$5,000

Tier Three

MA Degree: after 20 years of service:.....\$5,500

Tier Four

MA Degree: after 24 years of service.....\$6,000

Tier Five

MA Degree: after 30 years of service:.....\$7,650

B. Commencing with the day a teaching staff member of the unit obtains tenure in the District, an additional payment will be added to the contractual annual salary as longevity pay as follows:

Step A

BA/MA Degree: Beginning with the year in which the teacher obtains tenure through the eleventh (11th) year of service:..... \$1,625

Step A longevity shall be frozen as of July 1, 2016, and those teaching staff members on Step A as of that date shall be grandfathered and shall remain on Step A until attaining the requisite number of years of service for longevity Tier One; at which time, those staff members shall receive longevity Step A and longevity Tier One payments. However, Step A longevity shall be eliminated in its entirety for those employees not currently on this Step as of July 1, 2016.

C. Commencing with the first day of the month succeeding the eleventh (11th) year of service to the District of a teaching staff member of the unit and extending to the last year of service, an additional payment will be added to the contractual annual salary as longevity pay as follows:

Step B

BA/MA Degree: 12th - 15th year of service:\$2,400

Step B longevity shall be frozen as of July 1, 2016, and those teaching staff members on Step B as of that date shall be grandfathered and shall remain on Step B until attaining the requisite number of years of service for longevity Tier One; at which time, those staff members shall receive longevity Step B and longevity Tier One payments. However, Step B longevity shall be eliminated in its entirety for those employees not currently on this Step as of July 1, 2016.

D. Eligible members of the unit with more than sixteen (16) years of service to the District shall be eligible to receive both the Tier Levels identified in 1 above and the Step Levels identified in 2 & 3 above.

E. There shall be no longevity payment issued in the 2016-2017 school year. However, the teaching staff members shall earn service credit for the 2016-2017 school year.

**ARTICLE XXVI
NON-TENURED TEACHERS**

On or before May 15 of each year, or by whatever date has been set by statute by the State of New Jersey, the Board shall give to each non-tenured teacher continuously employed since the preceding September 30, either:

A. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or

B. A written notice that such employment shall not be offered.

**ARTICLE XXVII
PART-TIME TEACHERS**

A. A part-time teacher is defined as one who is employed on a regular basis for the school year, but for less than the full school day or week.

B. Part-time teachers shall receive pro-rata salary based on the Teacher's Salary Guide in accordance with salary and weekly workload Schedule A.

C. A part-time teacher whose assignment is one-half (1/2) or more of the teacher work week is eligible for the following benefits in full:

1. Sick Leave,
2. Temporary Leaves of Absence,
3. Extended Leaves of Absence, and
4. Professional Development and Educational Improvement.

D. A part-time teacher whose assignment is .8 or more of the teacher work week is eligible for the following benefits in full:

1. Sick Leave,
2. Temporary Leaves of Absence,
3. Extended Leaves of Absence,
4. Professional Development and Educational Improvement, and
5. Insurance Protection.

E. Notwithstanding Article XXVII, D, above, the Board agrees to grandfather any employee who received health benefits during the 1996-97 school year as per the provisions of Article XI, Section E Insurance Protection.

F. A part-time teacher whose assignment is less than one-half (1/2) of the teacher work week is not entitled to benefits other than sick leave and/or temporary leaves of absence.

**SALARY AND WEEKLY WORKLOAD
SCHEDULE "A"**

See Appendix A for
Part-Time Teacher Work Week Obligations

1/5 Salary

Five (5) Teaching Periods
Two (2) Supervision Periods
One (1) Preparation Period

2/5 Salary

Ten (10) Teaching Periods
Four (4) Supervision Periods
Two (2) Preparation Periods

3/5 Salary

Fifteen (15) Teaching Periods
Five (5) Supervision Periods
Four (4) Preparation Periods

4/5 Salary

Twenty (20) Teaching Periods
Five (5) Supervision Periods
Seven (7) Preparation Periods

**ARTICLE XXVIII
SUPPLEMENTAL TEACHERS**

A. Effective July 1, 2014, Supplemental Teachers shall be placed on the appropriate steps of the BA and MA levels of the Teacher salary guide as set forth in the Supplemental Teachers' Salary Guides Advancement/Placement Chart and their salaries shall be prorated based on their existing instructional work day as defined by Article XV, J., which is defined as .542 of the teacher's instructional day. Any Supplemental Teacher who may suffer a reduction of compensation shall maintain her/his current salary until the salary exceeds her/his salary. Supplemental Teachers shall not be eligible to move from the BA level to the MA level unless the Supplemental Teacher obtains his or her Master's Degree subsequent to the ratification of this Agreement and provided the requirements of Article XXIV, A, 1 have been satisfied.

B. Except for Articles XXII, XXIII, B and C, XI and XXVII, Supplemental Teachers shall be covered by all Articles of the Agreement unless the language of the provision indicates otherwise.

C. Supplemental Teachers who are used as substitutes and by virtue thereof lose their preparation/conference period shall be compensated in accordance with Article XXIII, C, Substitutes.

D. Supplemental Teachers are to be involved in the District's Staff Development Program and other initiatives as appropriate and on the same basis as other employees. Compensation to Supplemental Teachers for work required of them beyond twenty-one (21) hours per week shall be at the rate of \$59.75 for each year covered by this Agreement.

E. Attendance at Back-to-School Night shall be considered part of a Supplemental Teacher's basic responsibilities and shall be without additional compensation.

F. Supplemental Teachers will receive longevity compensation as follows:

1. For each year covered by this Agreement, at the BA level, \$875 for eleven (11) years or more of service to the District;

2. For each year covered by this Agreement, at the MA level, \$950 for eleven (11) years or more of service to the District.

3. There shall be no longevity payment issued in the 2016-2017 school year. However, the staff members shall earn service credit for the 2016-2017 school year.

G. Effective with the 1996-97 contract year, any current District teacher who served as a Supplemental Teacher and who has since moved to a position on Schedule A shall have those years of service credited for purposes of longevity compensation.

**ARTICLES GOVERNING
ADMINISTRATIVE ASSISTANT,
TECHNICAL SUPPORT SPECIALIST AND
INSTRUCTIONAL AIDE MEMBERS OF
THE UNIT**

**ARTICLE XXIX
WORK SCHEDULE**

A. The work day for all Administrative Assistants shall be as follows: All working days will be seven (7) hours in length, exclusive of a duty-free one (1) hour lunch period, and all working weeks will be thirty-five (35) hours in length, exclusive of lunch, unless otherwise herein stipulated.

1. The working hours for Administrative Assistants at any time when students are not in attendance shall be 8:00 AM - 3:30 PM.

2. In addition to a duty-free one (1) hour lunch period each day, Administrative Assistants shall be entitled to a duty-free break of twenty (20) minutes per day.

3. Inclement Weather: Whenever the teaching staff is released early as a result of inclement weather, all Administrative Assistants shall also be dismissed.

4. Administrative Assistants employed for 10 months are to work the calendar of the teacher unit members, plus three (3) work days beyond the last day for teachers in June, not to exceed 193 days in total.

5. Every Friday in July and August, and on those days preceding holidays, and holiday weekends all Administrative Assistants shall be dismissed one-half (1/2) hour early.

6. On a scheduled minimum day before the Thanksgiving and Holiday Recesses, Administrative Assistants may leave

one-half (1/2) hour after the students have been dismissed provided all necessary duties have been completed for that day.

B. The work day for all Instructional Aides shall be as follows: All working days will be seven (7) hours in length, inclusive of a twenty (20) minute break period, but exclusive of a duty-free lunch period. All working weeks will be thirty-five (35) hours in length, exclusive of lunch, unless otherwise herein stipulated. The work year shall be one hundred ninety (190) days, at seven (7) hours per day, for a total of one thousand three hundred thirty (1,330) hours per year.

1. Instructional Aides shall follow the work calendar of the professional teaching staff.

2. Inclement Weather: Whenever the teaching staff is released early as a result of inclement weather, all Instructional Aides shall also be dismissed.

3. On a scheduled minimum day before the Thanksgiving and Holiday Recesses, Instructional Aides may leave at the end of the pupil day.

C. The work day for all Technical Support Specialists shall be as follows: All working days will be eight (8) hours in length, inclusive of a twenty (20) minute break period, but exclusive of a duty-free one (1) hour lunch period. All working weeks will be forty (40) hours in length, exclusive of lunch, unless otherwise herein stipulated.

1. The working hours for Technical Support Specialists at any time when students are not in attendance shall be 8:00 AM - 4:30 PM

2. Inclement Weather: Whenever the teaching staff is released early as a result of inclement weather, all Technical Support Specialists shall also be dismissed.

3. Every Friday in July and August, and on those days preceding holidays, and holiday weekends all Technical Support Specialists shall be dismissed one half (1/2) hour early.

4. On a scheduled minimum day before the Thanksgiving and Holiday Recesses, Technical Support Specialists may leave one half (1/2) hour after the students have been dismissed provided all necessary duties have been completed for that day.

5. Effective July 1, 2011, Technical Support Specialists shall work a twelve (12) month work year.

a. Technical Support Specialists shall be entitled to sick leave in accordance with Article VII, K.

b. Technical Support Specialists shall be entitled to vacation days and holidays in accordance with Article XXXIII, B.

c. In accordance with Article XXXIII, B.4, Technical Support Specialists who move from a ten (10) month position to a twelve (12) month position shall be given vacation credit on a one (1) year for one (1) year basis for years worked in the District as a ten (10) month Technical Assistant.

d. All previously accumulated benefits, e.g., sick days and personal days shall carry over from the ten (10) month to the twelve (12) month position.

D. 1. Administrative Assistants, Technical Support Specialists, and Instructional Aides shall be deemed to have completed one (1) full year of service for salary guide purposes and shall, if re-employed, be moved to the next appropriate step on the guide effective the following July according to the following schedule:

Administrative Assistants (10 months).....	97 days
Administrative Assistants (12 months).....	121 days
Technical Support Specialists (10 months).....	97 days
Technical Support Specialists (12 months).....	121 days
Instructional Aides	96 days

2. Administrative Assistants, Technical Support Specialists, and Instructional Aides who have worked fewer days in a given work year shall remain at the initial experience step for the next work year.

3. For this purpose, sick days, vacation days, personal days, and where applicable, hours for professional development utilized shall be included toward the days needed for step advancement.

4. If a unit member leaves at the end of a work year or works the minimum number of days (including sick and personal days and hours for professional development where applicable) of that last year, he/she shall be advanced to the next appropriate step on the guide.

**ARTICLE XXX
OVERTIME**

A. Overtime shall be paid at one and one-half (1.5 times) the employee's regular hourly rate. Sick days only will be considered as "days worked" when computing overtime.

B. For twelve month employees, the regular hourly rate will be based on one thousand eight hundred twenty (1,820) hours per year.

C. For ten (10) month employees, the regular hourly rate will be based on one thousand four hundred (1,400) hours per year.

**ARTICLE XXXI
LONGEVITY**

A. Commencing with the first day of the month succeeding the anniversary year of service to this District of an Administrative Assistant in the bargaining unit, an additional payment will be added to the contractual annual salary as longevity pay as follows:

5 th year.....	\$1,000
9 th year.....	\$1,300
12 th year.....	\$1,500
15 th year.....	\$1,800

There shall be no longevity payment issued for the 2016-2017 school year. However, Administrative Assistants shall earn service credit for the 2016-2017 school year.

Effective July 1, 2016, Administrative Assistants who are on the lower tiers of the longevity chart above shall be grandfathered and shall remain on that lower tier until accruing the requisite years of service set forth in the top tier of the longevity chart; and those Administrative Assistants not eligible for longevity pay as of July 1, 2016, shall only be eligible for longevity pay upon accruing the requisite years of service set forth in the top tier of this chart.

B. Commencing with the first day of the month succeeding the anniversary year of service to this District of a Technical Support Specialist in the bargaining unit, an additional payment will be

added to the contractual annual salary as longevity pay as follows:

5 th year.....	\$1,000
9 th year.....	\$1,300
12 th year.....	\$1,500
15 th year.....	\$1,800

There shall be no longevity payment issued for the 2016-2017 school year. However, Technical Support Specialists shall earn service credit for the 2016-2017 school year.

Effective July 1, 2016, Technical Support Specialists who are on the lower tiers of the longevity chart above shall be grandfathered and shall remain on that lower tier until accruing the requisite years of service set forth in the top tier of the longevity chart; and those Technical Support Specialists not eligible for longevity pay as of July 1, 2016, shall only be eligible for longevity pay upon accruing the requisite years of service set forth in the top tier of this chart.

C. Commencing with the first day of the month succeeding the anniversary year of service to this District of an Instructional Aide in the bargaining unit, an additional payment will be added to the contractual annual salary as longevity pay as follows:

5 th year.....	\$300
9 th year.....	\$600
12 th year.....	\$900

There shall be no longevity payment issued for the 2016-2017 school year. However, Instructional Aides shall earn service credit for the 2016-2017 school year.

Effective July 1, 2016, Instructional Aides who are on the lower tiers of the longevity chart above shall be grandfathered and shall remain on that lower tier until accruing the requisite years of service set forth in the top tier of the longevity chart; and those Instructional Aides not eligible for longevity pay as of July 1, 2016, shall only be eligible for longevity pay upon accruing the requisite years of service set forth in the top tier of this chart.

D. Nothing in this Agreement or any schedule hereto shall be construed to limit or modify the rights of the District or the rights of any employee under N.J.S.A. 18A:28-5.

E. When an administrative assistant in the bargaining unit is promoted from one grade to another, said employee shall be

placed on the step of the next grade level which he/she would have attained had he/she remained on the lower grade level.

ARTICLE XXXII VACANCIES AND NEW POSITIONS

A. Notices of all vacancies shall be posted on the District website and in each school by the Board or its agent. Notices shall include salary range, title, work year and a description of general qualifications and duties.

B. The notice shall be posted for at least five (5) work days, and employees interested therein must submit a written application to the Business Administrator/Secretary to be considered for the vacancy.

C. All such applicants shall be notified in writing that their application has been received and shall be further notified in writing when the vacancy has been filled, whether or not said applicant has been selected to fill the vacancy.

D. If the foregoing has been complied with, the final determination of the Board concerning the filling of a vacancy or a new position shall not be subject to the grievance procedure.

ARTICLE XXXIII HOLIDAYS AND VACATIONS

A. Administrative Assistants Employed for Ten (10) Months

1. Administrative Assistants employed for ten (10) months are to work from September 1 through three (3) work days beyond the last day for teachers in June.

2. They are not to work during the Holiday, Winter, or Spring vacations, or on any holiday for twelve (12) month employees.

B. Administrative and Technical Support Specialists Employed for Twelve (12) Months

1. Administrative Assistants employed for twelve (12) months prior to June 30, 1979, are to have vacation with pay, at a time agreed upon with the immediate supervisor, according to the following schedule:

a. One (1) to ten (10) years - Four (4) weeks or Twenty (20) working days

b. Eleven (11) or more years - Five (5) weeks or Twenty-five (25) working days

Administrative Assistants shall be allowed to accumulate vacation days up to a maximum of five (5) days with prior notice to the Business Administrator.

2. Administrative Assistants employed for twelve (12) months hired after June 30, 1979, are to have vacation with pay, at a time agreed upon with the immediate supervisor, according to the following schedule:

a. One (1) to two (2) years - Two (2) weeks or Ten (10) working days

b. Three (3) to five (5) years - Three (3) weeks or Fifteen (15) working days

c. Six (6) to ten (10) years - Four (4) weeks or Twenty (20) working days

d. Eleven (11) or more years - Five (5) weeks or Twenty-five (25) working days

Administrative Assistants shall be allowed to accumulate vacation days up to a maximum of five (5) days with prior notice to the Business Administrator.

3. Effective July 1, 2011, Technical Support Specialists employed for twelve (12) months are to have vacation with pay, at a time agreed upon with the immediate supervisor, according to the following schedule:

a. One (1) to two (2) years - Two (2) weeks or Ten (10) working days

b. Three (3) to five (5) years - Three (3) weeks or Fifteen (15) working days

c. Six (6) to ten (10) years - Four (4) weeks or Twenty (20) working days

d. Eleven (11) or more years - Five (5) weeks or Twenty-five (25) working days

e. Technical Support Specialists shall be allowed to accumulate vacation days up to a maximum of five (5) days with prior notice to the Business Administrator.

4. Two (2) weeks (10 days) of vacation allowance, taken in either a block or single days, will be permitted, based upon seniority, during time when school is in session with the approval of the immediate supervisor. Such approval shall not be unduly withheld. Newly hired Administrative Assistants and Technical Support Specialists will be credited for a vacation allowance after twelve (12) weeks' service. The foregoing waiting period shall not apply to Administrative Assistants and Technical Support Specialists employed on a ten (10) month basis who immediately thereafter become employed on a twelve (12) month basis, who shall not be required to wait to use their vacation.

5. Effective July 1, 1991, Administrative Assistants employed on a ten (10) month basis who immediately thereafter become employed on a twelve (12) month basis shall receive credit on a one (1) year for one (1) year basis for years worked in the district as a ten (10) month Administrative Assistant toward the accumulation of vacation days. Effective July 1, 2011, Technical Support Specialists employed on a ten (10) month basis who immediately thereafter become employed on a twelve (12) month basis shall receive credit on a one (1) year for one (1) year basis for years worked in the district as a ten (10) month technical assistant toward the accumulation of vacation days.

Ten (10) month Administrative Assistants and Technical Support Specialists who immediately thereafter become employed on a twelve (12) month basis may apply to the Superintendent of Schools for consideration to take one (1) week of the vacation entitlement they will earn during their first twelve (12) month year of service during their first summer. If approved by the Superintendent, at the completion of their first year in a twelve (12) month capacity, they will have one (1) less week available to them during their second summer.

6. Twelve (12) month Administrative Assistants and Technical Support Specialists are to be paid holidays as follows: July 4, Labor Day, Columbus Day, two (2) days for the NJEA Convention, Thanksgiving Day, the day after Thanksgiving, Holiday Recess, Presidents' Day, Good Friday, and Memorial Day, with compensatory time to be granted in any instance where twelve (12) month employees are called upon to work on any of the above mentioned days.

7. If school is open on Columbus Day, Presidents' Day, or any of the above mentioned days, another day(s) in lieu of the holiday will be granted during the Summer, Winter, or Spring Recess periods. However, there will not be more than one (1) holiday during each of the Winter or Spring Recess periods.

Effective July 1, 2007, Presidents' Day shall be a floating holiday for all twelve (12) month Administrative Assistants and Technical Support Specialist. Procedures shall be mutually developed to provide for a fair and equitable schedule for applying for and taking said floating holiday.

8. Members of the unit will not be required to report when school is closed for inclement weather, except by special order of their immediate supervisor.

**ARTICLE XXXIV
EMPLOYEE IMPROVEMENT**

A. 1. With prior approval of the Superintendent of Schools, the Board agrees to pay one hundred percent (100%) of the cost of tuition of job-related in-service and professional development courses taken by Administrative Assistants, Technical Support Specialists, or Instructional Aides.

2. To be eligible for tuition reimbursement, all courses must receive prior approval by the Superintendent of Schools. To be approved, courses must be in a program considered to be appropriate to an administrative assistant's, Technical Support Specialist's, or Instructional Aide's job responsibilities.

B. 1. In-house staff development course opportunities shall be open to all administrative, technical, and Instructional Aides on a space available basis, outside working hours and without additional compensation, unless the course is required by the District for advancement of skills.

2. The Board shall provide each Administrative Assistant with job specific training on the use of all new software and/or equipment which the administrative assistant will be required to use in the performance of his/her duties.

C. In cases of denial of tuition reimbursement under this Article, the rights of the employee to recourse through the grievance procedure shall not be abrogated.

D. The Board encourages the continuing professional growth of its Administrative Assistants through participation in approved professional development coursework taken outside of the regular work day. If an Administrative Assistant completes at least fourteen (14) hours of approved professional development coursework during the school year, he or she shall be eligible to take two (2) paid days off in the following July or August, in addition to any paid time off to which the Administrative Assistant is otherwise entitled (for a twelve (12) month position),

while ten (10) month Administrative Assistants shall be entitled to two (2) days off at a time to be approved by the Superintendent of Schools or his/her designee, which approval shall not be unreasonably withheld. If an Administrative Assistant completes at least seven (7) hours of approved professional development coursework during the school year, he or she shall be eligible to take one (1) paid day off in the following July or August, in addition to any paid time off to which the Administrative Assistant is otherwise entitled (for a twelve (12) month position), while ten (10) month Administrative Assistants shall be entitled to one (1) day off at a time to be approved by the Superintendent of Schools or his/her designee, which approval shall not be unreasonably withheld. In order to be eligible for time off, the Administrative Assistant shall enroll in professional development coursework that the Superintendent of Schools has posted as pre-approved for participation.

**ARTICLE XXXV
TRANSFERS AND REASSIGNMENT**

- A. Involuntary transfers will be made only when conditions require it. The administrative assistant to be transferred shall be given every consideration possible as to available positions in the system. Seniority within the system shall be given consideration.
- B. The immediate supervisor shall discuss the transfer with the employee and/or his/her representative and shall make the final assignment in writing.
- C. In no event shall the final determination of the Board concerning an involuntary transfer or reassignment be subject to the grievance procedure.
- D. Transfers and reassignments for positions that become open due to resignation or retirement shall be subject to the same posting requirements set forth elsewhere in Article XXXII.
- E. If a position in the unit changes from ten (10) to twelve (12) months, or vice versa, the unit member presently occupying the position shall have the right of first refusal of the new position. If the employee does not exercise the right of first refusal by the end of the tenth (10th) calendar day following the date of notification, said position shall be considered a new position and shall be posted and advertised according to the provisions of this Agreement.

F. In the event of a reduction in force of Administrative Assistants covered by this unit, length of service to the District shall be considered in determining the most qualified candidates to be retained.

ARTICLES GOVERNING CUSTODIANS, MAINTENANCE, GROUNDS AND SECURITY AIDES MEMBERS OF THE UNIT

ARTICLE XXXVI SALARIES AND HOURS OF WORK

A. The salaries of all employees covered by this Agreement are set forth in Schedules A-5 to A-6. Appendix D includes all extra bonuses.

B. The regular work week for Custodial, Maintenance and Grounds unit members shall be forty (40) hours.

1. All work over eight (8) hours in any one day, and forty (40) hours in any one (1) week, and the following holidays – NJEA Convention (two (2) days), Veterans' Day and the day after Thanksgiving – shall be paid at the rate of time and one half.

2. Work on the following holidays – Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Presidents' Day, Good Friday, and Memorial Day – shall be paid at the rate of time and a half.

3. Overtime for work during Christmas week shall be paid in accordance with Article XXXIX, B.

4. All work on Sundays shall be paid at the rate of double time.

5. Any employee called back to work for a period of time less than one (1) hour shall be paid for a minimum of two (2) hours, provided that:

a. Employees who are called in early to work overtime immediately prior to the normal shift, and employees who are required to continue to work, on an overtime basis, immediately after their normal shift shall not be deemed "called back;" and further

b. That employees shall not frivolously, and without good causes respond to "call backs" from persons other than the school administration.

6. Any requested time off for less than a full eight (8) hour day must be approved by the Business Administrator prior to the period of absence, and the time off must then be made up at a future date as agreed upon with the Business Administrator, but if such request does not interfere with the proper operation and Maintenance of the school building, it shall not be denied.

7. The regular work week for Security Aides shall be thirty-five (35) hours. All work by Security Aides over thirty-five (35) hours in any one (1) week shall be paid at the rate of time and one half.

a. All work by Security Aides on Thanksgiving Day shall be paid at the rate of double time.

b. Except as otherwise indicated, Security Aides shall follow the student school year.

c. Any change implemented in the bell schedule shall not decrease the overall work year of Security Aides for the duration of this Agreement.

d. There shall be no distinction made between full-time and part-time Security Aides in the administration of this policy.

C. On those days preceding holidays, or holiday weekends, unit members may leave one-half (1/2) hour earlier than their normal quitting time.

The daily working hours during the last week of June, during the months of July and August, and up to Labor Day weekend, shall be shortened by one-half (1/2) hour.

On the day before the Thanksgiving and Holiday Recess, the work day for Custodial, Maintenance, and Grounds employees shall be a minimum of four (4) hours, provided all work for the day has been completed before leaving.

D. The Board will reimburse any employee in this unit the amount expended by the employee for obtaining or renewing his/her Black Seal Boiler Operator's License, and for the cost of yearly physicals, bus driver's license, fingerprinting, additional schooling or any other requirement established by the Board or the State of New Jersey as a condition of employment.

E. Commencing with the 1st day of the month succeeding the eighth (8th) anniversary year of service to this District of a Custodial, Maintenance, or Grounds employee in the bargaining unit, an additional payment will be added to the contractual annual salary as longevity pay as follows:

8th Anniversary\$2,250.00

Commencing with the 1st day of the month succeeding the eleventh (11th) anniversary year of service to this District of a Custodial, Maintenance, or Grounds employee in the bargaining unit, an additional payment will be added to the contractual annual salary as longevity pay as follows:

11th Anniversary\$2,700.00

Commencing with the 1st day of the month succeeding the fourteenth (14th) anniversary year of service to this District of a Custodial, Maintenance, or Grounds employee in the bargaining unit, an additional payment will be added to the contractual annual salary as longevity pay as follows:

14th Anniversary\$3,100.00

Ten (10) month Custodians or Grounds employees shall be entitled to the same longevity as twelve (12) month Custodians or Grounds employees. Such longevity shall be paid to ten (10) month Custodians or Grounds employees at the same rate as that for twelve (12) month Custodians or Grounds employees and shall not be pro-rated.

There shall be no longevity payment issued for the 2016-2017 school year. However, Custodial, Maintenance and Grounds employees shall earn service credit for the 2016-2017 school year.

Effective July 1, 2016, Custodial, Maintenance and Grounds employees who are on the lower tiers of the longevity payment schedule above shall be grandfathered and shall remain on that lower tier until accruing the requisite years of service for the top tier of the longevity payment schedule; and those Custodial, Maintenance and Grounds employees not eligible for longevity pay as of July 1, 2016, shall only be eligible for longevity pay upon accruing the requisite years of service set forth in the top tier of this longevity payment schedule.

F. Commencing with the 1st day of the month succeeding the eighth (8th) anniversary year of service to this District of a Security Aide in the bargaining unit, an additional payment of

fifty percent (50%) of the longevity amount received by Custodians, Maintenance, and Grounds personnel in the previous contract year, will be added to the contractual annual salary as longevity pay as follows:

8th Anniversary\$1,125.00

Commencing with the 1st day of the month succeeding the eleventh (11th) anniversary year of service to this District of a Security Aide in the bargaining unit, an additional payment of fifty percent (50%) of the longevity amount received by Custodians, Maintenance, and Grounds personnel in the previous contract year, will be added to the contractual annual salary as longevity pay as follows:

11th Anniversary.....\$1,350.00

Commencing with the 1st day of the month succeeding the fourteenth (14th) anniversary year of service to this District of a Security Aide in the bargaining unit, an additional payment of fifty percent (50%) of the longevity amount received by Custodians, Maintenance, and Grounds personnel in the previous contract year, will be added to the contractual annual salary as longevity pay as follows:

14th Anniversary\$1,550.00

There shall be no longevity payment issued for the 2016-2017 school year. However, Security Aides shall earn service credit for the 2016-2017 school year.

Effective July 1, 2016, Security Aides who are on the lower tiers of the longevity payment schedule above shall be grandfathered and shall remain on that lower tier until accruing the requisite years of service for the top tier of the longevity payment schedule; and those Security Aides not eligible for longevity pay as of July 1, 2016, shall only be eligible for longevity pay upon accruing the requisite years of service set forth in the top tier of this longevity payment schedule.

G. All payments for longevity and for second and third shifts as specified in Appendix D, Section 1, shall be included as base salary for pension purposes only.

H. Employees hired after November 29, 1995, shall be required to have both a CDL driver's license and Black Seal Boiler Operator's license or obtain these within the first year of employment.

I. As set forth below, members of the unit shall suffer no loss of pay if they are required to attend jury duty.

1. First shift Custodians who are required to attend jury duty during their normal shift shall be excused from work responsibilities for each day served and shall not be required to make up any time not worked. First shift Custodians who are released from jury duty after a half (1/2) day or less of service shall return to work.

2. Second and third shift Custodians who are required to attend jury duty shall not be required to make up any time not worked.

3. Security Aides who are required to attend jury duty during their normal work day shall be excused from work responsibilities for each day served and shall not be required to make up any time not worked. Security Aides who are released from jury duty after a half (1/2) day or less of service shall return to work.

J. It is agreed that Grounds and Maintenance workers may be temporarily assigned to different working hours as the need arises within a Monday to Friday work week. Such reassignment of hours may result from the need to get a job done more efficiently or effectively, or when school is not in session. Therefore, working hours on some days may be adjusted to accommodate this need.

K. The Association acknowledges the right of the Board to assign employees to a Tuesday through Saturday work week. Administrative procedures will be developed to insure a fair and equitable distribution of reassignment to such a work week.

1. In accordance with Agreement between the parties, these guidelines and procedures will be implemented and developed following actual Notice to the RIHEA of the District's intent to implement a Tuesday through Saturday work week.

2. Further, the District agrees to provide the Association with not less than thirty (30) days' notice of its intent to implement such a schedule and agrees not to implement such a schedule until proper procedures and guidelines have been established.

L. The Association acknowledges the right of the Board to eliminate the third shift and reassign those employees to the second shift.

M. 1. Custodians, Maintenance, Grounds, and Security Aides shall be deemed to have completed one (1) full year of service for salary guide credit purposes and shall, if re-employed, be moved to the next appropriate step on the guide effective the following July according to the following schedule:

Custodians, Grounds, Security Aides (10 months)..... 97 days
Custodians, Grounds, Security Aides (12 months).... 121 days
Maintenance (12 months)..... 121 days

2. Custodians, Maintenance, Grounds, and Security Aides who have worked fewer days in a given work year shall remain at the initial experience step for the next work year.

3. For this purpose, sick days, vacation days, and personal days utilized shall be included toward the days needed for step advancement.

4. If a unit member leaves at the end of a work year or works the minimum number of days (including sick and personal days) of that last year, he/she shall be advanced to the next appropriate step on the guide.

**ARTICLE XXXVII
SENIORITY AND JOB SECURITY**

A. School seniority is defined as services by appointed employees in the school district in the collective bargaining unit covered by this Agreement.

An appointed employee shall lose all accumulated School District Seniority only if he/she:

1. resigns or is discharged, regardless of whether he/she is subsequently rehired by the School District.

2. is laid off for more than six (6) consecutive calendar months.

B. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off, by job category, in the inverse order of school district seniority, except that:

1. employees who have only served as Maintenance employees would, if rified, have seniority rights to Custodial positions;

2. employees who were employed in a dual position of custodian and Maintenance worker would, if rified, continue to have seniority rights in each category;

3. Maintenance workers employed prior to July 1, 1993, who attained tenure in that position, shall, if rified, have seniority rights to other positions within the bargaining unit.

C. If a tenured employee is discharged and is found to be innocent of all charges, that employee shall be reinstated to full seniority rights and full back pay.

D. Ten (10) month Custodians employed as of November 19, 1997, shall be given right of first refusal for vacancies in twelve-month positions in order of seniority. Future vacancies will be filled by considering employees if qualified and if within the appropriate category.

Effective July 1, 2000, the two (2) current ten (10) month Custodians formerly employed as twelve (12) month employees will be restored to twelve (12) month status.

Notwithstanding the Board's managerial prerogative to make employment decisions that are in the best interest of the District, the Board recognizes the current need (in contract year 2007-2008) to move all current ten (10) month Custodians and Grounds personnel to twelve (12) month.

E. The position of Grounds person will be considered a separate category in terms of seniority.

F. Effective July 1, 2000, the parties agree that there shall be no further privatization of the members of this unit.

G. All new Custodians, Maintenance, Grounds employees and/or Security Aides shall be considered probationary employees for the first ninety (90) days of employment, during which time they shall be subject to discharge without notice, and shall not be eligible for any hospitalization or other health benefits under Article XI, vacation days under Article XXXIX, temporary leaves of absence under Article VIII, or uniform/clothing allowances under Appendix E. Upon completion of the probationary period, seniority will be retroactive to the date of hire.

ARTICLE XXXVIII TENURE

After three (3) years and one (1) day of uninterrupted, continuous service, each Custodial and Maintenance employee

shall be appointed for an unfixd term so as to provide the tenure protection available to such employee under the provisions of Chapter 137, Public Laws of 1960 (18A:17-3 and 18A:17-4).

Custodians and Maintenance personnel hired after November 19, 1997, shall not be entitled to tenure protection.

**ARTICLE XXXIX
VACATION**

A. Each employee covered by this Article XXXIX shall be entitled to the following vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken. Vacation time is earned from July 1 of each year and granted as follows:

Length of Uninterrupted Service to July 1	Vacation Time
Less than one year	Pro-rated days (as per Board policy)
One (1) Year	Two (2) weeks
Five (5) Years	Three (3) weeks
Six (6) Years	Three (3) weeks + one (1) day
Seven (7) Years	Three (3) weeks + two (2) days
Eight (8) Years	Three (3) weeks + three (3) days
Nine (9) Years	Three (3) weeks + four (4) days
Ten (10) Years	Four (4) weeks

Any employee entitled to three (3) weeks' vacation may be required to take at least one (1) of those weeks during the Winter or Spring Recess, and any employee entitled to four (4) weeks' vacation must take at least one (1) of those weeks during the Winter or Spring Recess.

All vacation requests must meet with the approval of the Business Administrator.

Five (5) days of vacation allowance will be permitted, based on seniority, during time when school is in session.

Unit members shall be allowed to accumulate vacation days up to a maximum of five (5) vacation days with prior notice to the Business Administrator.

B. Each employee covered by this Article XXXIX shall be entitled to the following fourteen (14) holidays with pay:

Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
Fourth of July	Good Friday
Veterans' Day	Memorial Day
Thanksgiving Day	Labor Day
Weekend (2 days)	Presidents' Day
NJEA Convention (2 days)	

Each employee covered by this Article XXXIX will have Christmas vacation week off (time worked by any custodian during this vacation period, including Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, shall be paid at the rate of time and one-half (1/2)).

Effective July 1, 2011, each employee covered by this Article XXXIX will continue to have Christmas vacation week off, but if such employees do work during that time period, they shall receive straight time and a floating holiday, unless it is Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day, in which case they shall be paid at the rate of time and one half, but shall not receive a floating holiday.

If any of the holidays in the present contract falls on a Saturday, another day(s) in lieu of that holiday will be granted.

C. 1. Effective January 1, 2008, current ten (10) month Custodians and Grounds personnel who move to twelve (12) month shall receive credit on a one (1) year for one (1) year basis for years worked in the district as a ten (10) month custodian or Grounds person toward the accumulation of vacation days.

2. Ten (10) month Custodians and Grounds personnel who move to twelve (12) month may apply to the Business Administrator for consideration to take one (1) week of the vacation entitlement they will earn during their first twelve (12) month year of service during their first year. If approved by the Business Administrator, at the completion of their first year in a

twelve (12) month capacity, they will have one (1) less week available to them during their second year.

ARTICLE XL OVERTIME ASSIGNMENTS

To ensure that overtime assignments shall, when feasible, be equitably distributed among all eligible employees, the following procedure shall be in effect immediately:

A. When the need for overtime is identified, the Foreman will post pertinent information.

B. The Foreman will assign personnel to the vacancies on the basis of availability lists open to all Custodians, Grounds people, and Maintenance personnel and maintained by the Foreman.

C. The availability lists and a record of overtime assignments will be posted in each building in such a manner that all Custodians, Grounds persons, and Maintenance personnel can assess their overtime status.

D. The criteria for assignment will be:

1. A list will be posted for each of the following types of overtime:

time and one half – short shift (.5 to 3.9 hours)

time and one half – long shift (4 plus hours)

double time – short shift (.5 to 3.9 hours)

double time – long shift (4 plus hours)

2. All Custodian, Grounds people, and Maintenance personnel names will be placed on each list alphabetically. Overtime opportunities on these lists will be offered by alphabetical order, and if an opportunity is rejected, the worker will not be considered again until all workers on that list have been given one offer.

3. Whichever overtime type is initially assigned will be the ONLY one credited on the list, regardless of whether the assignment runs longer or shorter than expected.

4. If a custodian is unable to accept the overtime because the overtime is scheduled during his/her regular work shift, his/her slot on the overtime list will be retained and he/she will be offered the next available overtime on that list.

5. Custodians may work overtime immediately preceding or immediately following their regular work shift.

6. When time does not allow a second call, only one phone call will be made in attempting to reach a custodian for overtime. Generally, overtime will be assigned far enough in advance so that the foreman will speak to the custodian involved. No attempt will be made to reach a custodian for overtime while he/she is on vacation (including the weekends before and after the vacation week).

7. This policy will be adhered to unless an overtime assignment requires specialized training and/or specific licenses (i.e., boiler license, snow plowing, etc.). Management reserves the right to assign specialized overtime work such as electrical, plumbing or Grounds work to Maintenance and Grounds staff. However, this assignment shall be recorded on the record of overtime assignments, thus counting as an overtime opportunity.

E. This procedure shall be subject to review by the administration and recommendations for change shall be submitted directly to the Business Administrator by any party.

F. The Business Administrator shall be the responsible party for the review of the Foreman's administration of the regulation.

G. Notwithstanding the foregoing provisions, in the event that no one volunteers for overtime, it is agreed that overtime may be assigned, using the same availability listing as for voluntary overtime.

H. It is agreed that when Security Aides are called in for such activities as chaperoning, plays, dances, Saturday detention, Friday detention, etc., selection to cover such non-athletic activities shall be paid at the chaperone rate in the teachers' contract and shall be on a rotational basis unless specific needs and reasons dictate otherwise.

For 2023–2024 , the chaperone rate shall be \$118.60.

1. It is further agreed that the administrator in charge of such activities will assign Security Aides to these events on the basis of availability lists open to all Security Aides and maintained by that administrator. The availability list and a record of assignments to activities will be posted in such a manner that all Security Aides can assess their coverage status.

2. Chaperoning and other such assignments will be offered by alphabetical order, and if an opportunity is rejected, the worker will not be considered again until all others on that list have been given one offer.

3. There shall be no distinction made between full-time and part-time Security Aides in the administration of this policy.

4. This procedure shall be subject to review by either party; recommendations for change shall be submitted directly to the administrator in charge of activities by any party.

5. The parties agree that during the term of this Agreement there shall be an administrative review of weekend schedule changes and rotation of overtime assignments.

I. The parties agree to implement the terms and conditions of this Article and to provide the opportunity for all full-time employees to fill overtime assignments as per the language of the Agreement. The Board further agrees to review the concerns of the Association with respect to the assignment of overtime and to establish a practice which adheres to contractual language.

ARTICLE XLI STAFF DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

In-house staff development course opportunities shall be open to all unit members on a space available basis, outside working hours and without additional compensation, unless the course is required by the District for advancement of skills.

The Board shall pay one hundred percent (100%) of the cost to obtain and maintain state required licenses necessary to perform their jobs.

The Staff Development and Educational Improvement Plan shall provide incentives for unit members to take advantage of courses and workshops appropriate to the unit member's job responsibilities.

ARTICLE XLII ABSENCES AND LEAVES

A. Unit members formerly covered under the Absences and Leaves article of the 2007-2010 Agreement between the Board and the Custodian/ Maintenance/Grounds/Security Aides unit

are now covered under Articles VII and VIII of this contract, unless otherwise noted.

B. An employee who is going to be absent from work will call his/her immediate supervisor as early as possible in order that proper coverage may be secured. Upon return to work, the employee shall fill out an absence form and shall promptly submit it to the immediate supervisor. Any employee absent because of illness may be required to submit to the Business Administrator a doctor's statement concerning his/her physical condition and the earliest possible date of return to duty.

C. Failure to submit a doctor's statement certifying an illness after the tenth (10th) consecutive school day will automatically release the Board of Education from authorizing any additional salary payments to said employee until such time as a doctor's certificate is obtained.

D. Employees will be notified of any pay deduction made in keeping with the Board's policy.

E. Any employee covered by this Article XLII who has tenure may, upon request, obtain a leave of absence without pay, for a period of one (1) year, for the purpose of recuperating from illness or for the purpose of caring for a sick member of his/her immediate family. Upon return from a leave of absence granted under this section, such employee shall enjoy all benefits to which he/she was entitled at the time his/her leave commenced, including unused accumulated sick leave and seniority then enjoyed, but he/she shall not receive credit for such year for the purpose of salary increment or for seniority purposes.

ARTICLE XLIII EVALUATION

Employees, when evaluated, shall receive a written report of their evaluation and shall be entitled to attach a written reply to said evaluation and notation shall be made on the evaluation that such a reply is, in fact, appended.

MISCELLANEOUS PROVISIONS GOVERNING ALL MEMBERS OF THE UNIT

ARTICLE XLIV MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy for the terms of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual unit member, 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.

D. The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of unit members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, sexual orientation, domicile, age, ancestry, social, economic, or marital status.

The Board affirms its responsibility to ensure all employees equal employment opportunity regardless of race, creed, color, religion, national origin, sex, sexual orientation, domicile, age, ancestry, social, economic, or marital status.

E. Copies of this Agreement shall be printed at the joint expense of the Association and the Board as soon as possible after the Agreement is signed, or in any case within sixty (60) days after the Agreement is signed and presented to all unit members now employed, hereafter employed, or considered for employment by the Board.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by personal service, telegram or registered letter at the following addresses:

1. If by the Association, to the Board President at Oakland, New Jersey;

2. If by the Board, to the President of the Ramapo Indian Hills Education Association, Inc.

G. Unit members who may be required to use their own automobiles in the performance of their duties, and unit members who are assigned to more than one (1) school per day, shall be reimbursed for all such travel at the applicable NJOMB rate for all driving done between arrival at the first location at the beginning of their work day, provided, however, that if the distance from the member's home to his/her first location or from that member's last location to his/her home is greater than the distance between the member's home and his/her base school, he/she shall be reimbursed for the difference at the applicable NJOMB rate.

H. In the event that the District shall hereafter receive state and/or federal funds substantially in excess of amounts previously anticipated, the Board shall meet with representatives designated by the Association to obtain the Association's viewpoints regarding the use of such unanticipated funds. It is understood, however, that the Board's ultimate determination as to the use of such funds shall not be subject to the grievance procedure or to negotiation, or such, the Board's only obligation being to obtain the views of the Association before making a decision in this area.

I. The Board shall provide \$20,000 (\$10,000 for each school) in the annual budgets to pay for the costs and expenses for attendance by teachers at professional conferences, conventions, meetings and seminars, or for college visitations by guidance counselors, which are approved by the administration.

J. Staff members assigned to serve as coordinators of SAT's or other tests administered to classified students shall be compensated at the rate of: \$69.14 per hour for the 2018-2019 school year, up to a maximum of \$10,000 per school; and effective July 1, 2019 the rate shall be \$45.00 per student.

K. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which 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 of the parties at the time they negotiated or signed this Agreement.

L. This Agreement shall not be modified or added to in whole or in part except by a written instrument duly executed by both parties.

M. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by administrative procedures and practices in force on said date shall continue to be so applicable during the terms of this Agreement.

**ARTICLE XLV
NO STRIKE, NO SANCTIONS**

The Association agrees to refrain from strikes, work stoppages, boycotts, sanctions and other concerted action against the Board or the District for the term of this Agreement.

**ARTICLE XLVI
BOARD RIGHTS**

The Board of Education reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations, and practices in furtherance thereof. By way of illustration and not by limitation of the rights and responsibilities reserved to the Board, are those matters recognized in the Agreement, Board Policy, Statute and Administrative Regulations and administrative and judicial case law, and then only to the extent such are in conformance with the Constitution and Laws of the United States and New Jersey.

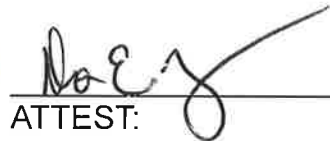
**ARTICLE XLVII
DURATION OF AGREEMENT**

This Agreement shall be a one-year contract commencing on the July 1, 2023, and terminating on June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, on the day and year first above written.


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


By: Judith Sullivan
President


ATTEST:
Dora Zeno
Board Secretary

**RAMAPO INDIAN HILLS
EDUCATION ASSOCIATION, INC.**


By: Michelle Clancy
President


ATTEST:
John Gaccione
Vice President

**TEACHER SALARY GUIDE
SCHEDULE A**

2023-24

Step	BA	BA+15	MA	MA+15	MA+30
1	56,687	57,579	58,218	59,287	62,208
2	57,337	58,340	58,868	59,958	63,079
3	57,987	58,922	59,728	60,846	63,885
4*	58,637	59,417	60,947	62,103	64,657
5	59,587	61,147	62,788	63,986	66,110
6-8	60,737	62,742	64,830	66,072	67,928
9	61,887	64,226	66,870	68,157	69,746
10	63,037	65,821	68,242	69,562	71,118
11	64,287	67,072	69,493	70,845	72,703
12	65,937	68,721	71,032	72,409	74,909
13	67,712	70,139	72,768	74,173	76,814
14	69,487	73,028	74,926	76,352	78,773
15	72,512	76,703	79,567	81,093	83,093
16	75,537	78,787	83,247	84,868	87,321
17	78,562	81,849	86,747	88,431	93,612
18	81,687	85,019	90,464	92,213	97,786
19	84,812	88,399	94,971	96,832	101,911
20	88,212	92,054	99,754	101,726	106,311

Add for Doctorate \$1,871

* used for sick day calculation formula as per Article VII, L.

LONGEVITY¹ (combine Steps and Tiers):

This does not apply to Supplemental Teachers whose longevity is set forth under Article XXVIII, G.

STEP	DEGREE	Yrs. in District	AMOUNT
A	BA/MA	Beginning with year tenure is obtained -11th	\$1,625
B	BA/MA	12th-top	\$2,400
TIER			
1	BA	after 16	\$4,300
2	MA	16-19	\$5,000
3	MA	20-23	\$5,500
4	MA	24-29	\$6,000
5	MA	30 or more	\$7,560

¹ Steps A and B longevity shall be frozen as of July 1, 2016, and a teacher on either of those Steps as of that date shall be grandfathered and shall remain on that Step until attaining the requisite number of years of service for longevity Tier One; at which time, a teacher shall be eligible to receive longevity Step A or B, whichever Step the teacher is on, and longevity Tier One payments. For any other teacher who is not on either Step as of July 1, 2016, Steps A and B longevity shall be eliminated in their entirety. See Article XXV.

**SUPPLEMENTAL TEACHERS
SCHEDULE A-1**

Supplemental Teachers are placed on the appropriate steps of the BA and MA levels of the Teacher salary guide as set forth in the Supplemental Teachers' Salary Guides Advancement/Placement Chart and their salaries are prorated based on their existing instructional work day as defined by Article XV, J., which is defined as .542 of the teacher's instructional day. In the event a Supplemental Teacher's transition to .542 of the appropriate step on the Teacher's salary guide resulted in a reduction in compensation, such Supplemental Teacher remains at his or her current salary until his or her future placement on the guide exceeds his or her previous compensation.

LONGEVITY:

STEP	DEGREE	Yrs in District	AMOUNT
A	BA	Eleven (11) years or more	\$875
B	MA	Eleven (11) years or more	\$950

**ADMINISTRATIVE ASSISTANTS
JOB TITLES
SCHEDULE A-2**

GRADE 1

ADMINISTRATIVE ASSISTANTS:
GENERAL OFFICE – RECEPTION
(Hired on or after July 1, 2018)

GRADE 2

ADMINISTRATIVE ASSISTANTS:
ATHLETIC AND ACTIVITIES OFFICE
ATTENDANCE OFFICE
FACILITIES AND OPERATIONS
INSTRUCTIONAL TECHNOLOGY
LIBRARY TECHNICAL ASSISTANT
SPECIAL EDUCATION
TRANSPORTATION
GENERAL OFFICE – RECEPTION
(Hired on or before June 30, 2018)

GRADE 3

ADMINISTRATIVE ASSISTANTS:
ASSISTANT TO THE ASSISTANT PRINCIPAL
ASSISTANT TO GUIDANCE

GRADE 4

ADMINISTRATIVE ASSISTANTS:
BOOKKEEPER / ACCOUNTS PAYABLE ADMINISTRATIVE
ASSISTANT
ADMINISTRATIVE ASSISTANT TO THE DIRECTOR OF
CURRICULUM, INSTRUCTION, AND ARTICULATION
ADMINISTRATIVE ASSISTANT TO THE DIRECTOR OF
STUDENT PERSONNEL SERVICES
ADMINISTRATIVE ASSISTANT TO THE PRINCIPAL

UNGRADED

TECHNICAL SUPPORT SPECIALIST
INSTRUCTIONAL AIDE

**ADMINISTRATIVE ASSISTANTS
SALARY GUIDES
SCHEDULE A-2**

2023-24

Step	Grd 1	Grd 1	Grd 2	Grd 2	Grd 3	Grd 3	Grd 4
	10Mth	12Mth	10Mth	12Mth	10Mth	12Mth	12Mth
1	45,578	52,346	47,476	53,121	48,497	55,636	59,061
2	46,578	53,683	48,573	54,864	49,648	57,443	60,743
3	47,578	54,943	49,648	56,954	50,763	58,843	62,263
4	48,678	56,313	50,823	59,099	51,983	60,358	63,908
5	49,803	57,713	52,033	60,448	53,233	61,918	65,598
6	51,028	59,228	53,338	62,058	54,583	63,583	67,408
7	52,278	60,778	54,678	63,718	55,968	65,298	69,263
8	53,578	62,393	56,068	65,443	57,408	67,083	71,193
9	54,928	64,063	57,508	67,223	58,898	68,928	73,198
10	56,328	65,800	59,005	69,080	60,450	70,850	75,275

Longevity:²

5th Year	\$1,000
9th Year	\$1,300
12th Year	\$1,500
15th Year	\$1,800

² Effective July 1, 2016, Administrative Assistants receiving longevity on the lower tiers of the longevity chart shall be grandfathered and shall remain at those respective tiers until accruing 15 years of service; and those Administrative Assistants not eligible for longevity as of July 1, 2016, shall only be eligible upon accruing 15 years of service. See Article XXXI, Section A.

**TECHNICAL SUPPORT SPECIALISTS
SALARY GUIDE
SCHEDULE A-3**

2023-24

Step	10-month	12-month
1	46,396	57,094
2	47,396	58,344
3	48,496	59,719
4	49,696	61,219
5	50,996	62,844
6	52,371	64,563
7	53,871	66,438
8	55,571	68,563
9	57,371	70,813
10	59,271	73,188
11	61,171	75,563

Longevity:³

5th Year	\$1,000
9th Year	\$1,300
12th Year	\$1,500
15th Year	\$1,800

³ Effective July 1, 2016, Technical Support Specialists on the lower tiers of the chart shall be grandfathered and shall remain on that lower tier until accruing 15 years of service; and those Technical Support Specialist not eligible for longevity pay as of July 1, 2016, shall only be eligible upon accruing 15 years of service. See Article XXI, Section B.

**INSTRUCTIONAL AIDES
SCHEDULE A-4
SALARY GUIDE**

2023-24

Step

1	30,571
2	31,421
3	32,271
4	33,121

Longevity:⁴

5th Year	\$300
9th Year	\$600
12th Year	\$900

Salary based on a seven (7) hour day for one hundred ninety
(190) days

⁴ Effective July 1, 2016, Instructional Aides on the lower tiers of the chart shall be grandfathered and shall remain on that lower tier until accruing 12 years of service; and those Instructional Aides not eligible for longevity pay as of July 1, 2016, shall only be eligible upon accruing 12 years of service. See Article XXI, Section C.

**CUSTODIANS, SECURITY AIDES
JOB TITLES
SCHEDULE A-5**

CUSTODIAN

CUSTODIAN / BUS DRIVER

CUSTODIAN / MAINTENANCE

CUSTODIAN / GROUNDS

SECURITY AIDES

**CUSTODIAN / MAINTENANCE / GROUNDS
SALARY GUIDES
SCHEDULE A-5**

2023-24

Step	Cust. 10- mth	Cust. 12- mth	Maint. 10- mth	Maint. 12- mth	Grounds 10-mth	Grounds 12-mth
1	44,317	52,576	51,438	59,231	50,770	56,581
2	45,417	53,896	52,731	60,732	52,046	58,010
3	46,617	55,336	54,143	62,370	53,437	59,569
4	48,176	57,207	55,976	64,497	55,245	61,594
5	49,926	59,307	58,034	67,885	57,274	63,867
6	51,776	61,527	60,210	69,409	59,419	66,270
7	53,676	63,807	62,444	72,002	61,622	68,739
8	55,576	66,087	64,678	74,594	63,825	71,207
9	57,476	68,367	66,913	77,187	66,028	73,675

Longevity:⁵

8th Year	\$2,250
11th Year	\$2,700
14th Year	\$3,100

⁵ Effective July 1, 2016, Custodians/Maintenance/Grounds Persons on the lower tiers of the chart shall be grandfathered and shall remain on that lower tier until accruing 14 years of service; and those Custodians/Bus Drivers not eligible for longevity pay as of July 1, 2016, shall only be eligible upon accruing 14 years of service. See Article XXXVI, Section E.

**SECURITY AIDES
SALARY GUIDE
SCHEDULE A-6**

2023-24

Step

1	28,020
2	28,770
3	29,520
4	30,270

Longevity:⁶

8th Year	\$1,125
11th Year	\$1,350
14th Year	\$1,550

⁶ Effective July 1, 2016, Security Aides on the lower tiers of the chart shall be grandfathered and shall remain on that lower tier until accruing 14 years of service; and those Security Aides not eligible for longevity pay as of July 1, 2016, shall only be eligible upon accruing 14 years of service. See Article XXXVI, Section F.

**SCHEDULE B
SALARY GUIDE SUPPLEMENT
2023-24**

1. SPECIAL SCHOOL ADVISORS

GROUP 1 CLUBS AND ACTIVITIES

Newspaper - Editorial
 Yearbook-Editorial
 Marching Band Director
 Academic Decathlon (7/1/07)
 School Treasurer
 Drama Production
 Drama Assistants*
 Newspaper Online*
 Marching Band Director Assistant
 Marching Band Front Assistant

GROUP 1 ADVISOR STIPENDS

	Step 1	Step 2	Step 3	Step 4
Advisor	6,702	7,008	7,330	7,642
Assistant	2,632	2,770	2,915	3,057

*Drama Assistant..... 2,116 flat rate - no steps

*Newspaper Online 1,615 flat rate - no steps

*MSG Varsity Advisor 2,000 flat rate - no steps

GROUP 2 CLUBS AND ACTIVITIES

Senior Class - 2 at each school
 Junior Class - 2 at each school
 Student Council
 Interact
 District Debate Team

GROUP 2 ADVISOR STIPENDS

	Step 1	Step 2	Step 3	Step 4
Advisor	5,009	5,237	5,478	5,711
Assistant	1,965	2,070	2,178	2,284

**SCHEDULE B
SALARY GUIDE SUPPLEMENT
2023-24**

GROUP 3 CLUBS AND ACTIVITIES

School Newspaper - Business
 Yearbook - Business
 Literary Magazine - Editorial
 Literary Magazine - Art
 Greenhouse Management
 Music Director
 Jazz Ensemble Director
 National Honor Society
 Holiday Festival
 PEP Band
 Freshman Class
 Sophomore Class
 Teens Need Teens (TNT)
 Holiday Festival Assistant*

GROUP 3 ADVISOR STIPENDS

	Step 1	Step 2	Step 3	Step 4
Advisor	2,680	2,802	2,931	3,056
Assistant	1,052	1,107	1,165	1,221

*Holiday Festival Assistant. ... 1,606 flat rate - no steps

GROUP 4 CLUBS AND ACTIVITIES

Literary Magazine - Production
 Chemistry I League
 Chemistry II League
 Biology I League
 Biology II League
 Physics I League
 Physics II League
 Math Team
 DECA
 Winterguard
 Mock Trial
 Model UN
 Robotics Club (2 at each school)
 Dance Club
 Gay/Straight Alliance Club

**SCHEDULE B
SALARY GUIDE SUPPLEMENT
2023-24**

GROUP 4 ADVISOR STIPENDS

	Step 1	Step 2	Step 3	Step 4
Advisor	2,045	2,138	2,236	2,332

GROUP 5 CLUBS AND ACTIVITIES

- Science Club
- French Club - 1 at each school
- German Club - 1 at each school
- Spanish Club - 1 at each school
- Latin Club - 1 at each school
- Russian Club - 1 at each school if language is offered
- Italian Club – 1 at each school if language is offered
- Computer Science Club
- Art Club
- Ski Club
- SADD
- Stock Market Club
- Amnesty International
- Environmental Club
- Varsity I/Varsity R
- World Language Honor Society
- Improvisation Club
- Movie Club
- Greenhouse Club
- Debate Club
- Photography Club
- Junior Statesmen Club
- Love Letters Club
- Chess Club
- School Store
- Intramurals - 3 at each school; 3 seasons

GROUP 5 ADVISOR STIPENDS

	Step 1	Step 2	Step 3	Step 4
Advisor	1,409	1,473	1,541	1,606

Class Advisors are credited only for experience within Group 3 or Group 2. If a Class Advisor moves up from Group 3 to Group 2, he/she will start at Step One in Group 2. If a Class Advisor moves from Group 2 to Group 3, he/she will start at the advanced step in Group 3. In addition, the District may consider crediting outside experience in the same job category for future candidates for vacancies.

**SCHEDULE B
SALARY GUIDE SUPPLEMENT
2023-24**

2. ATHLETICS

Sport	Step 1	Step 2	Step 3	Step 4
Football				
Head	7,646	8,284	9,171	10,186
Assistant	5,778	6,119	6,413	7,304
Track				
Coordinator	7,807	8,174	8,668	9,577
Assistant	4,320	4,784	5,293	5,871
Basketball				
Head	6,630	7,117	7,612	8,437
Assistant	4,320	4,784	5,293	5,871
Baseball				
Head	6,630	7,117	7,612	8,437
Assistant	4,320	4,784	5,293	5,871
Fencing				
Head	6,630	7,117	7,612	8,437
Assistant	4,320	4,784	5,293	5,871
Lacrosse				
Head	6,630	7,117	7,612	8,437
Assistant	4,320	4,784	5,293	5,871
Soccer				
Head	6,630	7,117	7,612	8,437
Assistant	4,320	4,784	5,293	5,871
Softball				
Head	6,630	7,117	7,612	8,437
Assistant	4,320	4,784	5,293	5,871
Volleyball				
Head	6,630	7,117	7,612	8,437
Assistant	4,320	4,784	5,293	5,871
Wrestling				
Head	6,630	7,117	7,612	8,437
Assistant	4,320	4,784	5,293	5,871
Cross Country				
Head	5,064	5,601	6,207	6,904
Assistant	3,572	3,951	4,380	4,867
Gymnastics				
Head	5,064	5,601	6,207	6,904
Assistant	3,572	3,951	4,380	4,867

**SCHEDULE B
SALARY GUIDE SUPPLEMENT
2023-24**

Sport	Step 1	Step 2	Step 3	Step 4
Indoor Track				
Head	5,064	5,601	6,207	6,904
Assistant	3,572	3,951	4,380	4,867
Tennis				
Head	5,064	5,601	6,207	6,904
Assistant	3,572	3,951	4,380	4,867
Hockey				
Head	4,765	5,291	5,819	6,350
Assistant	3,488	3,882	4,147	4,415
Swimming				
Head	4,765	5,291	5,819	6,350
Assistant	3,488	3,882	4,147	4,515
Golf				
Head	4,438	4,903	5,415	5,994
Assistant	2,057	2,285	2,540	2,821
Bowling				
Head	3,762	4,160	4,598	5,092
Assistant	2,057	2,285	2,540	2,821
Cheerleading Football, Cheerleading Basketball				
Head	3,336	3,707	4,119	4,576
Assistant	1,334	1,481	1,647	1,830
Strength & Conditioning (1 position – for each of 4 seasons)				
Head	4,216	4,685	5,205	5,783
Assistant	1,687	1,874	2,082	2,314

All coaches with prior experience acquired in the sport and in the District shall be given full credit on the coaches' salary guide.

The District may consider crediting outside coaching experience in the same sport for future candidates for vacancies.

Whenever a team is involved in post season competition which extends the team's scheduled season, the head coach of that team shall receive an additional \$150 and each assistant coach shall receive an additional \$100.

**SCHEDULE B
SALARY GUIDE SUPPLEMENT
2023-24**

3. MISCELLANEOUS

A. All members of one bargaining unit who work eleven months shall be paid their base salary plus an additional ten percent of their base salary.

B. 1. The salary for each teacher in summer school shall be: \$69.14 per hour for each year covered by this Agreement.

2. The salary for each participant in a summer curriculum or professional development program shall be \$59.75 per hour for each year covered by this Agreement.

3. The salary for each trainer in or teacher of a summer curriculum or professional development program shall be \$69.14 per hour for each year covered by this Agreement.

C. Building Head Teachers shall receive \$2,701 for each year covered by this Agreement. A District Head Teacher shall receive \$4,056 for each year covered by this Agreement. A Head Teacher for two departments in one building shall receive a 50% differential above that of a Building Head Teacher for one department in one building. A Building Head Teacher for two departments in one building shall receive a 50% differential above that of a Building Head Teacher for one department in one building. A Building Head Teacher for two departments in one building shall receive \$4,056 for each year covered by this Agreement.

D. Athletic Aides shall receive \$4,144 each season (3 seasons) for each year covered by this Agreement.

E. The District Insurance Advisor shall receive \$3,442 for each year covered by this Agreement.

F. Chaperones shall receive \$118.60 for each year covered by this Agreement. Detention stipends will be paid at the same rate as chaperones.

G. Tutors for the Academic Decathlon teams shall be paid at the hourly instructional rate of a summer school teacher up to ten hours per tutor per year. For each year covered by this Agreement, tutors for the Academic Decathlon teams shall be paid \$69.14 per one hour session, up to a maximum of \$691.40 per tutor per year.

The foregoing are to be considered the average tutorial obligation. It is recognized that, with prior approval, individual

**SCHEDULE B
SALARY GUIDE SUPPLEMENT
2023-24**

considerations may in actuality result in somewhat more or less than the average of the ten (10) tutoring sessions envisioned by this provision.

H. The Head Technician (twelve (12) month) shall receive \$1,692 for each year covered by this Agreement.

I. It is understood that the Board retains the right not to fill a position.

APPENDIX A

TEACHER WORK WEEK CONTRACT OBLIGATIONS

Full Time Equivalent Contract	Teaching Periods Per Week	Supervision Periods Per Week	Prep Periods Per Week	After School Help & Meeting Time Minutes Per Week
0.1	2.5	1	0.5	13
0.2	5	2	1	26
0.3	7.5	3	1.5	39
0.4	10	4	2	52
0.5	12.5	4	3.5	66
0.6	15	5	4	79
0.7	17.5	5	5.5	92
0.8	20	5	7	105
0.9	22.5	5	8.5	118
1.0	25	5	10	131

(1) Based upon an extra forty-five (45) minutes per month for long faculty meetings, plus thirty (30) minutes after school four (4) days per week.

(2) Only exception is release at end of student day as in Article XV, L.

APPENDIX B
VOUCHER RATES
2023–2024

Voucher Rate	Rate	NOTES
Chaperone	\$118.60	FLAT RATE
Detention	\$118.60	FLAT RATE
PDC/Curriculum/Summer Work:		
Instructor	\$ 69.14	HOURLY
Participant	\$ 59.75	HOURLY
Academic Decathlon	\$ 69.14	HOURLY, \$691.40 max
Testing–SAT/ELS/Proctoring		
Coordinator	See Article XLIV for Rates	
Proctor	\$ 59.75	HOURLY

APPENDIX C

MISCELLANEOUS STIPEND RATES

2023–2024

Voucher Rate	Rate	NOTES
Building Head Teacher	\$2,701	FLAT RATE
District Head Teacher	\$4,056	FLAT RATE
Building Head Teacher (2 departments)	\$4,056	FLAT RATE
Athletic Aides (3 seasons)	\$4,144	FLAT RATE
Insurance Advisor	\$3,442	FLAT RATE
Head Technician (Adjusted for 12 months)	\$1,692	FLAT RATE

**APPENDIX D
EXTRA COMPENSATION FOR CUSTODIANS,
MAINTENANCE, GROUNDS, SECURITY AIDES**

1. **Night bonuses:** The second shift bonus shall be \$250.00 and the third shift bonus shall be \$500.00.

Ramapo High School

First Shift	7:00 am	to	3:30 pm
Second Shift	10:00 am	to	6:30 pm
Second Shift	3:00 pm	to	11:00 pm
Third Shift	11:00 pm	to	7:00 am

Indian Hills High School

First Shift	7:00 am	to	3:30 pm
Second Shift	10:30 am	to	7:00 pm
Second Shift	3:00 pm	to	11:00 pm
Third Shift	11:30 pm	to	7:30 am

(As indicated above in Article XXXVI, Section G, payments for second and third shifts shall be included as base salary for pension purposes only.)

It is not the intent of the aforementioned hourly scheduled to change any shift hours from the normal schedule at the time of ratification, but rather to implement an area of flexibility which would be mutually beneficial to management and the work force in the event of extenuating circumstances.

2. **Black Seal Boiler Operator's License**

The additional sum paid to any employee holding the Black Seal Boiler Operator's License shall be \$500 per school year.

3. **Uniforms**

a. Each employee shall be provided at BOE expense with three (3) uniforms during the first year of employment and two (2) uniforms per year thereafter. Unit members will have input on issues such as quality, flammability, etc.

b. Several sets of foul weather gear (rain-type rubberized wear) shall be provided in each building and shall be available to all shifts.

c. A clothing allowance not to exceed \$400 shall be provided as a start-up allowance to provide BOE approved clothing for all unit members. The allowance for each subsequent year shall not exceed \$300.

d. All clothing must be ordered through the Office of the Business Administrator and from the BOE approved list of items. This list shall include short sleeve shirts, long sleeve shirts, pants, sweater or sweatshirt, wind shirt, and winter jacket and shall be identified in Appendix E.

e. The Board shall choose the vendor for all uniforms. Although shoes may be included on the vendor list, each employee may purchase footwear from any vendor and may submit a voucher for reimbursement. However, the cost of footwear shall be included in the total sums identified in paragraph c above.

f. The initial clothing order must be in the Office of the Business Administrator by September 30 for each subsequent year with the expectation that clothing will be available within 60 calendar days.

g. Effective March 1, 2008, during the established work schedule and during all school related activities, all Custodial, Maintenance, Grounds, and Security Aide employees must wear the uniforms provided by the Board.

h. All uniforms shall be flame retardant and shall meet all relevant standards.

4. In-Charge License

The additional sum paid to any employee holding the In-Charge License shall be \$600 per school year. Effective July 1, 2016, this shall be eliminated in its entirety for all employees not receiving this stipend.

APPENDIX E – UNIFORMS

Garment	Color	Cust/Maint/ Grounds	Security Aides
Men's Long Cargo Pants, Loose Fit, 100% Cotton, Dickies	Navy Blue	X	
Men's Long Cargo Pants, Cintas 31822427/865-33	Black		X
Men's Short Cargo Pants, Loose Fit, 100% Cotton, Dickies	Navy Blue	X	
Women's Long Pants, Cintas, 31836773/596-35	Black		X
SS Button-up Work Shirt, 100% Cotton, Red Kap, SC40GG4	Gray	X	
SS Button-up Work Shirt, Cintas, Comfort Flex, 935-33	Burgundy		X
LS Button-up Work Shirt, 100% Cotton, Red Kap, SC40GG4	Gray	X	
LS Button-up Work Shirt, Cintas, Comfort Flex, 935-33	Burgundy		X
Golf Shirt, 100% Cotton, Chestnut Hill Performance Knits	Gray	X	
	Burgundy		X
Tee Shirt, Jerzees Heavy Weight, 100% Cotton	Gray	X	
Reg. Sweatshirt, Champion, 85% Cotton 15% Polyester, RN 15763 CA 21356, RFC SKL9712166P3, 4P, OGL, 201957, S178	Gray	X	
	Burgundy		X
Jacket, Colorado Clothing, RN #101777	Multi-Color (Navy Blue & Black)	X	
Jacket, Charles River, RN #65178	Navy Blue		X
3 Season Coat, Columbia SM5363-407	Multi-Color (Blue, Light Gray, Dark Gray)	X	X
Zipper-up Sweatshirt, Dickies, Shell 80% Cotton 20% Polyester	Navy Blue	X	X
Cap, KC Caps Athletic, RN 89449 CA-42808	Navy Blue Black	X	X
Rain Gear, .35 MM Lacrosse	Yellow	X	X
Lightweight jacket	Navy Blue	X	X

NOTES

Ramapo Indian Hills Education Association, Inc.

Executive Committee of the RIHEA

Ramapo Indian Hills Education
Association, Inc.

EXECUTIVE COMMITTEE of RIHEA

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