

2017-2020  
CONTRACT AGREEMENT

between

ROXBURY TOWNSHIP BOARD OF  
EDUCATION

and

ROXBURY  
EDUCATION ASSOCIATION, INC.

Succasunna, New Jersey

DURATION

The Terms and conditions of employment provided in this Agreement shall remain in effect from July 1, 2017 and end June 30, 2020.

IN WITNESS WHEREOF, the said parties have caused this Contract Agreement to be signed by their proper officers and caused their proper seals to be hereunto affixed this 5 day of December 2018.

BOARD OF EDUCATION OF THE  
TOWNSHIP OF ROXBURY

By: [Signature]  
Chairperson, Negotiations / Board President

Attest By: [Signature]  
Business Administrator / Board Secretary

ROXBURY EDUCATION ASSOCIATION, INC.

By: [Signature]  
President

By: [Signature]  
Chairperson, Negotiations

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ARTICLE I  
RECOGNITION

- A. In accordance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq. the Roxbury Education Association ("Association") is recognized as the exclusive majority representative of the following personnel employed by the Roxbury Township Board of Education ("Board").

Athletic trainer, basic skills teachers, classroom teachers, English as a Second Language (ESL) teachers, enrichment specialists, guidance counselors, learning disabilities teacher consultants, media specialists, microcomputer teachers, occupational therapists, physical therapist, school nurses, school psychologists, social workers, speech correctionists/speech language specialists, supplemental teachers, teacher of the handicapped, secretaries, paraprofessionals (included: all educational and clerical aides), coaches, extracurricular advisors, custodians, groundskeeper, lead day custodians, matrons, building maintenance employees, head mechanics, mechanics, truck drivers and mechanic helpers

But will exclude: Administrators, directors, subject department supervisors, coordinators, administrative assistants, confidential secretaries to the superintendent, business administrator/board secretary, assistant superintendent, and head payroll;

- B. To retain such official recognition, the Association agrees to submit a certified membership list no later than October 15 of each year during the period in which this Agreement is in effect.
- C. The terms "teacher(s) or employee(s)" when used in this Agreement shall refer to all employees represented by the Association as defined above. Any references to male employees shall include "female employees."

ARTICLE II  
PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Areas for Discussion and Agreement.

The Association and the Board have agreed to negotiate, in good faith, matters related to terms and conditions of employment.

B. Negotiating Teams

Designated representative(s) of the Board will meet with representative(s) designated by the Association for the purpose of negotiating terms and conditions of employment under N.J.S.A. 34:13A-1, et. seq.

Neither party in any negotiations shall have control over the selection of negotiating representatives of the other, and each party may select its representatives from within or outside the school district. The parties mutually pledge that their representatives be empowered with all the necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

C. Opening Negotiations

The parties shall meet no later than October 15th of the last year of the current contract to commence negotiations unless postponed by mutual consent. At the first negotiations session, the parties shall agree to "ground rules" which shall include setting a date after which no new proposals may be exchanged, and a procedure by which future meetings shall be scheduled.

D. Negotiating Procedures

Designated representative(s) of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach mutual understanding and agreement. If an impasse is reached, the procedures outlined in the law

Chapter 123, Public Law of 1975, will be utilized.

E. Exchange of Information

Both parties and/or the superintendent shall furnish information pertinent to the issues under consideration as long as such information is within the public domain.

F. Consultants

In the event consultants are called upon during the negotiating sessions, the expenses will be borne by the party requesting the assistance.

G. Reaching Agreement

When consensus is reached covering all the areas under negotiation, the proposed total Agreement shall be reduced to writing by representatives of the negotiating parties and a copy submitted to each. After the recommendations have been approved by a majority of the Board and of the Association, the Board and the Association will take such actions as are necessary to make them official.

H. Duration

The terms and conditions of employment provided in this Agreement shall remain in effect from July 1, 2017 and end June 30, 2020.

I. All articles or portions of articles of the current agreement that are not modified herein shall remain unchanged in the successor agreement.

SECTION 1: PROVISIONS APPLICABLE TO TEACHERS, SECRETARIES, AND PARAPROFESSIONALS

The following Articles refer to these employees ONLY: Athletic trainer, basic skills teachers, classroom teachers, English as a Second Language (ESL) teachers, enrichment specialists, guidance counselors, learning disabilities teacher consultants, media specialists, microcomputer teachers, occupational therapists, physical therapist, school nurses, school psychologists, social workers, speech correctionists/speech language specialists, supplemental teachers, teacher of the handicapped, secretaries, paraprofessionals (included: all educational and clerical aides), coaches, and extracurricular advisors.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definition

1. A grievance shall mean a complaint by an employee or a group of employees that there has been to him or them a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board policy, the Agreement or an administrative decision affecting employees.
2. A grievance to be considered under this procedure must be initiated by the employee through an informal meeting with building principal or if appropriate, the designated supervisor, within thirty (30) school days from the time when the employee knew of its occurrence.



## B. Procedure

- 1.a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 1.b. It is understood that employees and the Board shall, 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.
2. The Association may submit any grievance and may continue it through all levels of the grievance procedure. If it is limited in effect to one school, the grievance shall be submitted to the building principal. Otherwise, it shall be submitted to the chief school administrator or designee.
3. The grievant(s) shall discuss the grievance first with the building principal or if appropriate, the designated supervisor(s). If, as a result of the decision of this discussion, the matter is not resolved to the satisfaction of the grievant(s) within ten (10) school days, the grievant(s) may then meet with the Superintendent, or designee, in an attempt to resolve the matter informally at this level.
- 4.a. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant(s) within ten (10) school days after the presentation of the grievance, he shall set forth his grievance in writing to the Superintendent specifying:
  - (1) The name of the grievant(s)
  - (2) The specific contract section or provision, or Board policy or administrative decision alleged to have been violated;
  - (3) The nature and extent of the injury, loss, or inconvenience;
  - (4) The result of the previous discussion;
  - (5) The reason for dissatisfaction with the previous decisions; and
  - (6) The precise remedy sought.
- 4.b. The superintendent shall, within ten (10) school days after the receipt of the grievance, conduct a hearing with the grievant and the interested parties and shall communicate his decision, in writing, within ten (10) school days following the conclusion of said hearing.

5. If the grievance is not resolved to the grievant(s) satisfaction, he, no later than ten (10) school days after receipt of the superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the aggrieved present, and shall render a decision, in writing, within twenty-eight (28) calendar days of receipt of the grievance by the Board.
6. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved, and the grievant(s) in conjunction with the Association wishes a review by a third party, the Association shall so notify the Board through the superintendent within ten (10) school days of receipt of the Board's decision, except in the case of a grievance involving any of the following points:
  - a. A complaint of a non-tenured employee, which arises by reason of his not being re-employed.
  - b. A complaint by any personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- 7.a The procedure as prescribed by law (N.J.S.A. 19:12-5.1 et seq.) will be used to secure the services of an arbitrator, or an arbitrator may also be obtained from the Public Employment Relations Commission.
- 7.b The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
- 7.c The parties shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the arbitrator shall be shared, each party paying one-half ( $\frac{1}{2}$ ).
- 7.d All documents, communications and records relating to the processing of a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file of any of the participants.

C. Rights of Employees to Representation:

1. Any aggrieved person may be represented at all steps of the grievance procedure by himself, provided the grievant notifies the Association in writing and releases the Association accordingly, or, at his option, by a representative selected or approved by the Association.
2. When a grievant(s) is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the superintendent, or any later level, be notified by the superintendent that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the superintendent's written decision made in response to a written grievance shall be given to the Association immediately.
3. The Board and the Association shall assure the grievant freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.

D. Meetings and Hearings:

1. 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, particularly at the end of the school year, should be made to expedite the process.
2. All grievance meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV  
EMPLOYEE RIGHTS

- A. The Board hereby agrees that every employee of the Board shall have the rights conferred by law to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and for mutual aid and protection.
- B. No employee shall be disciplined or reprimanded without just cause. Any such action brought by the Board or any agent or representative thereof shall not be made public, be subject to the grievance procedure stated herein, and shall be consistent with current case law.

- C. As to any meeting which may result in an employee's office, position, employment, salary, or increment being harmed, supervisors shall be required to give the employee sufficient notice to secure Association representation. Should such notice be given, the employee shall have the right to Association representation and shall be able to confer with their representative prior to any meeting.
- D. If prior notification has not been given and during the course of a meeting the employee feels the outcome may be harmful to their employment they may request the meeting be postponed for a maximum of two (2) work days or a mutually agreed upon time in order that they may obtain representation.
- E. Observations and the initial yearly summative evaluation conferences shall not be included as a part of this Article.
- F. Evaluation of Students:  
The teacher shall maintain the responsibility to determine grades and other evaluations of students within the grading policies of the Roxbury School/District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without consultation with the teacher. The person making the change shall assume the responsibility for the change.
- G. Criticism of and by Employees:
  1. Any question or criticism by a supervisor, administrator, or Board member of a teacher and/or his instructional methodology of any unit employee, shall be made in confidence and not in the presence of students, parents, or other public gatherings.
  2. No employee shall question or criticize a supervisor, administrator, or Board member in the presence of students, parents, or other public gatherings.

## ARTICLE V ASSOCIATION RIGHTS

- A. The Board agrees to provide the Association available information concerning the financial resources of the school district and such other information which may be necessary for the Association to process any grievance or complaints, as long as such information is furnished in accordance with the provisions of the right-to-know law.
- B. Representatives of the Roxbury Education Association, Inc., of the M.C.C.E.A., or N.J.E.A., of the N.E.A., shall have the right, subject to the approval of the building principal, to meet with employees during their lunch periods or after school to carry out appropriate Association business. The approval by the building principal/supervisor of this request may not be capriciously denied. In the absence of the principal, approval may be secured from the vice principal or the superintendent's office.

- C. The Association shall have the right to use school facilities and equipment with permission, in accordance with the same policy that holds for other organizations or groups in the community, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies that are used. The Association shall have the privilege of using school mailboxes as it deems necessary with the prior approval of the superintendent's office.
- D. The Board will provide the Association with a copy of the agenda for each official Board meeting, at the same time it is presented to the Board members, as well as one copy of the official minutes of the Board meetings.
- E. The maximum of twenty-one (21) employee days shall be allowed to the Association for conducting business affairs that affect the welfare of its members. The use of more than one (1) consecutive school day would be subject to review and approval of the superintendent or his designee. The Association will pay for the cost of substitutes and the time will not be deducted from the representative's personal leave bank.
- F. The Board agrees to release the president of the Association for no more than three (3) days per month, ten (10) days per year, to conduct Association business with the approval of the Superintendent. The Association will pay for the cost of the substitutes and the time will not be deducted from the president's leave bank.
- G. Whenever the Board or Superintendent requests and the Association agrees to participate during the working day in negotiations or grievance proceedings, the Association representatives shall suffer no loss of pay for which they would otherwise be eligible. Association representatives shall be limited to three (3) for a grievance, and four (4) for negotiations.
- H. The Board shall provide the Association with a seniority list if there is a reduction in force. This list shall include pertinent certification information utilized in said RIF.
- I. The Board shall provide the Association with a list of unit members who are being considered for a change of employment due to a RIF after the employee has been notified and prior to Board action.
- J. The Board shall provide the Association with a list of unit members and/or positions which are part-time in nature. The Board shall also provide the Association with the salary determined for each part-time position. The Board shall comply with the above prior to May 30th, to the extent known, and subject to modification.

ARTICLE VI  
EMPLOYEE TIME

A. Work Day

1. Teachers

- a. It shall be the responsibility of the teacher to arrive at school twenty (20) minutes before the pupil instructional day begins, and to leave no sooner than twenty-five (25) minutes after the close of the pupil instructional day providing there is no necessity for after school meetings or if unforeseen emergencies do not require teacher supervision of pupils beyond the stipulated time. After school meetings include departmental, curriculum and committee meetings in addition to regular faculty meetings. Split or double sessions will require time schedules that will be determined by the building principal, but the arrival and departure times shall remain as above.
- b. On Fridays or on days preceding holidays or vacations, the teacher's day shall end after the departure of the school buses unless an emergency requires their retention to supervise pupils.
- c. The Association President or designee and the Superintendent or his designee shall meet before the school year ends in June to select a day for faculty or other meetings for the next school year. Each building will have a day of the week designated for administrative meetings and this day shall remain the same throughout the school year. Such meetings shall begin no later than ten (10) minutes after student dismissal and shall run no more than sixty (60) minutes unless an emergency requires more time. Staff will not be required to attend more than one (1) meeting per week. Staff will be excused from faculty meetings to attend in-district classes/staff development. If there is a conflict between the faculty meeting and the in-district staff development activities, there will be no discipline. Also, in case of emergencies, additional meetings will be held.
- d. The instructional time for teachers grades 6-12 shall be no more than 240 minutes per day. In addition, teachers may have no more than one (1) assigned duty period if they are teaching 240 minutes.
- e. Every effort will be made to schedule pupil contact time with reasonable personal needs breaks.

- f. Parent/Teacher Conferences (K-6)
- (1) Two (2) Parent/Teacher Conference weeks may be held during the school year. Four (4) single sessions of school shall be scheduled during each Conference Week.
  - (2) Afternoon conferences and evening conference sessions may be scheduled at the discretion of the Administration in consultation with the staff prior to each Conference Week. No more than four (4) conference sessions shall be scheduled in each Conference Week.
  - (3) In the event no evening conference sessions are scheduled during a given Conference Week, no more than four (4) afternoon sessions shall be scheduled during said Conference Week.
- g. Parent/Teacher Conferences (7 & 8):
- (1) Parent/Teacher Conferences for seventh and eighth grades shall be held once during a school year.
  - (2) Five (5) single sessions of school shall be scheduled during this Conference Week.
  - (3) Afternoon conferences and evening conference sessions may be scheduled at the discretion of the Administration in consultation with the staff prior to the Conference Week. No more than two (2) consecutive evening conference sessions shall be scheduled into a maximum of five (5) conference sessions during this Conference Week.
  - (4) In the event no evening conference sessions are scheduled during the Conference Week, no more than five (5) afternoon sessions shall be scheduled during said Conference Week.
- h. Special Help for Students:
- Teachers shall set aside some free time for the purpose of aiding students who are in need of special help.

2. Secretaries:

a. The workday shall be seven, and one-half (7 1/2) hours in length, including one (1) 15-minute break and at least a 30-minute lunch, or the same lunch as the teaching staff in the building (whichever is greater). The central office secretaries will use the high school schedule to determine their lunch.

b. Overtime:

Secretaries shall be compensated at one and one-half (1 1/2) times the basic hourly rate or one and one-half (1 1/2) hour compensatory time for every one (1) hour worked whenever they are required to work more than 37 1/2 hours per week.

c. Emergency Days:

(1) All 10 and 12 month secretaries are required to work the days according to the school calendar. The school calendar shall be defined as the most current calendar adopted by the Board of Education at any time throughout the year. When school is closed for an emergency day, secretaries will not be required to report to work.

(2) In the event of severe emergency, secretaries may be absent from work without use of a personal emergency day, compensatory time, vacation day or a deduct day under the following conditions:

a. A declared or suggested emergency by the governor;

b. A decision by the Superintendent or his designee.

(3) Secretaries may be permitted to leave early at the discretion of the building administrator with the approval of the Superintendent's office, whenever a school building(s) or district schools are closed early to students and teachers due to emergency conditions.

(4) if a secretary does not have sufficient compensatory time already accumulated, she will be allowed to make up the required time within six (6) months.

3. Paraprofessionals:

Paraprofessionals will work as contracted. The paraprofessional work year will be 182 days inclusive of two (2) days of professional development.



## B. Work Year

## 1. Secretaries:

a. Twelve-month secretaries shall work the school calendar plus July and August. Ten-month secretaries shall work September 1 through June 30.

## b. Vacations

(1) After completion of the first fiscal year within the Roxbury School District, 12-month secretaries shall receive two (2) weeks paid vacation; the first year to be prorated based on date of employment. Vacations will be prorated for 10-month secretaries. Up to three (3) vacation days may be carried over to the next year and these days shall not accumulate.

(2) Any 10-month secretary hired after July 1, 1990 shall not be eligible for vacation time.

(3) Twelve month secretaries, after completion of:

2nd through 4th year:	2 weeks vacation
5th through 10th year:	3 weeks vacation
11th through 14th year:	3 weeks vacation plus one additional day per year
15th and succeeding years:	4 weeks vacation

## c. Holidays and Recesses

(1) All secretarial personnel shall be awarded with pay all school holidays and recesses stipulated in the school calendar adopted by the Board.

(2) Twelve-month secretaries shall also be awarded the Fourth of July and Labor Day with pay. Ten month secretaries shall be awarded Labor Day with pay.

(3) The days during recesses may be worked by the secretarial staff if requested by the building principal or the superintendent. Those people requested to work will be compensated at the straight time rate for the number of days worked. This shall not apply to make-up days due to emergency school closings.

## 2. Paraprofessionals

All paraprofessionals shall be awarded the following holidays with pay:  
Christmas, New Year's Day and Good Friday

## C. All Employees

On Fridays or on days preceding holidays, vacations or emergency closings, the employee's day shall end after the departure of the school buses.

ARTICLE VII  
TEACHER LOAD AND CLASS SIZE

- A. The Board agrees to continue its efforts to achieve proper class size, taking into consideration the financial resources to the district, and that which is administratively feasible.
- B. Duty Free Lunch— As prescribed by law, every teacher shall have a duty free lunch period each day or an equivalent amount of time.
- C. No teacher shall be required to accept a class assignment outside his area of certification.
- D. Preparations Period — All full-time teachers shall, in addition to their duty free lunch period, have at least one period each day for preparation and planning. Elementary teachers shall have a daily planning period of no less than 30 minutes or a period length whichever is longer. This period would be subject to emergency use by the Administration.

ARTICLE VIII  
SCHOOL CALENDAR

- A. Two (2) representatives of the REA will be appointed to act in advisory capacity to the Administration to draw up a school calendar. This proposed calendar shall be presented to the Board for consideration. Any modification to the proposed calendar by the Board shall be shared, by the Superintendent, with the members of the committee.
- B. The student academic year shall be 180 days, the length of the teacher work year shall be 185 days inclusive of two (2) professional development days separate and apart from the two (2) days at the beginning of the work year and the one (1) at the end of the work year (i.e. without students).

C. During the last week of school, teachers will be allowed time without students being present to accomplish work necessary for the completion of student records and other closing activities. The last two (2) days of school for students shall be scheduled as the state minimum for pupil instruction on each day. The last day of school for teachers will be without students and will be used to complete end of year close out activities and work in their classrooms. There will not be any staff development training on this last day of school for teachers. All teachers are to be present full time on these days.

#### ARTICLE IX NONTEACHING DUTIES

- A. Unit employees who elect, and are authorized in writing by an administrator, to transport students for any purpose in their personal vehicles, will do so in accordance with Board policy.
- B. All standardized tests which can be scored by machine will be scored by this method when and if economically feasible.
- C. Unit employees whose work assignment requires regular work stations at more than one school site within a given work day shall be compensated at the rate as per Article XXXIII for the use of their personal vehicle.

#### ARTICLE X EMPLOYMENT

- A. Teachers
  - 1. The Board agrees to hire only certified teachers possessing a certificate from the New Jersey State Board of Examiners, except as provided by Article XX.
  - 2. Credit may be given for previous out of district teaching experience in a duly accredited school upon initial employment in accordance with the following schedule or on a higher step according to the discretion of the Board:
 

10 or more years	5th step of guide
8 to 9 years	4th step of guide
6 to 7 years	3rd step of guide
2 to 5 years	2nd step of guide
1 year	1st step of guide

    - a. Teachers who are hired in accordance with the schedule will be placed on their proper step of the guide prior to or when going on their tenure year. The procedure is to be at the discretion of the Board.
    - b. Teachers will receive credit on the salary guide for active military duty, Peace Corps, Vista, and National Teacher's Corps, not to exceed four (4) years.

- c. Previously accumulated unused leave days will be restored to all teachers returning from a Board approved leave of absence.
  - d. Teachers shall be notified in writing of their contract and salary status for the coming year no later than May 15th unless contract negotiations or other emergencies prevent the meeting of this deadline.
  - e. Any teacher employed prior to February 1st of any school year shall be given full credit for one (1) year of service towards the next increment step for the following year.
  - f. Each teacher participating in the outdoor Environmental Education Program shall receive a stipend of \$ 1 12 per night for each overnight trip spent supervising students.
  - g. If called to work during a Holiday or Vacation recess (excluding weekends) a teacher shall be reimbursed at the teacher's regular pay rate for time worked. This shall not apply to make up days due to emergency school closings.
3. For the 7th through 12th grades, effective with the 1993-94 school year and thereafter, part-time teachers shall be defined as teachers who are assigned to teach up to four periods per day. The workday shall be one hour for each class period taught. Part-time teachers shall be paid on a rate prorated to a 35 hour work week at the same placement on the salary guide that the teacher would have been on if the teacher were employed full time. Part-time teachers employed for three or more hours per day must be given one period for lunch/prep within that time. Travel time between schools is to be considered part of assigned teacher duty time.
- a. Part-time teachers in grades K-6 will be paid under the following formula:

$$\frac{\text{Pupil Contact (in minutes)} \times 1.25}{1,850 \text{ (minutes)}} = \% \text{ (Rounded to the nearest whole number using rounding rules)}$$

$$\text{Percentage} \times \text{Placement on the Salary Guide} = \text{salary}$$

Pupil contact is actual time spent with students. The 1,850 in minutes represents pupil contact time of a full-time classroom teacher. Teachers will be expected to be in the building and utilize the additional time (.25) as lunch and/or prep. A 30 minute segment will be added to the numerator of the formula (after the 1.25 is taken) for each day of travel.

- b. If a part-time teacher works in the elementary, middle school and/or high school building, the percentage of time worked in each level will be determined according to the contract. The sum of these percentages will then be multiplied by the Placement on the Salary Guide.

4. Lead teachers shall receive the following stipends:

2017-2018: \$2,075

2018-2019: \$2,075

2019-2020: \$2,075

The Board will compensate lead teachers at the middle school for four (4) days in July and four (4) days in August for a total of eight (8) days summer work at their per diem rate. High school lead teachers will be compensated for no more than four days of summer work at their per diem rate. High School lead teachers will teach four periods per day instead of five. Lead teachers in high school English, Math, Social Studies, Science, Industrial Arts — Technology/Family & Consumer Science, and Business & Marketing will be responsible for 9-12 grade coordination. Lead teachers of Visual Arts, Music, Physical Education, and World Languages will be responsible for 7-12 grade coordination.

B. Secretaries

1. Ten Month Positions:

Ten-month secretaries shall enjoy all benefits awarded to 12-month secretaries on a prorated basis with the exception of insurance benefits which shall be equivalent to the benefits awarded to 12-month secretaries.

2. Secretaries shall be notified in writing of their contract renewal and salary for the coming year no later than June 1 unless contract negotiations or other emergencies prevent the meeting of this deadline.
3. A secretary who is resigning from her position shall give thirty (30) days notice.
4. Any secretary employed prior to January 1 of any school year shall be given credit for one (1) year of service.
5. Credit may be given for previous secretarial experience upon initial employment at the discretion of the Board. In no case will a new employee be placed on a step higher than an employee presently on guide with an equal number of years of experience.

ARTICLE XI  
PAYMENT OF SALARY

- A. Unit employees employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- B. Unit employees employed on a ten (10) month basis shall be paid in twenty (20) semimonthly installments.
- C. All pay shall be made available to the employees prior to dismissal from their regular classroom duties.
- D. Association employees shall be paid twice monthly, on the 15<sup>th</sup> and 30<sup>th</sup> day of the month. When a holiday or weekend falls on the above dates, the employees shall receive their pay on the workday prior. When either of the above dates occurs during an extended vacation period during the school year, whenever possible, the employees shall receive their pay on the last day of school prior to the vacation period.

ARTICLE XII  
DEDUCTION FROM SALARY

- A. The Board agrees to make the following payroll deductions and consider other deductions on the basis of feasibility:
  - TPAF Arrears
  - TPAF Contributory Insurance
  - TPAF Back Pension
  - PERS Supplemental Annuity
  - PERS Contributory Insurance
  - PERS Loans
  - PERS Back Pension
  - TPAF Loans
  - Approved Tax Shelter Annuity Plans
  - Credit Union (Visions Credit Union)
  - TPAF Pension
  - PERS Pension
  - PERS Arrears
  - Employee organization dues and representation fees
  - TPAF Supplemental Annuity
  - NJEA Sponsored/Board Approved Disability Insurance
  - Any approved HMO
- B. Tax shelter annuity deposits shall be transferred by the Board within twenty-four (24) hours. The Board has no responsibility for any delay caused by the private tax-shelter annuity provider.

- C. Employees may individually elect to have a designated portion of their monthly salary deducted from their pay for savings purposes and deposited with a designated financial institution. Every effort shall be made to insure that deposits are made within five (5) days of payment.
- D. Any change in deductions authorized by an employee should be reported in writing to the Board office by June to effect such a change in salary deductions the following September.

### ARTICLE XIII TRANSFERS AND ASSIGNMENTS

#### A. Teachers

##### 1. Voluntary transfers and assignments:

- a. A vacancy is any position that requires a certified member of the professional staff.
- b. A list of vacancies within the school system shall be posted in each building periodically on the basis of resignations or Board approval of hiring additional personnel. Such vacancies shall be posted expeditiously to afford staff a reasonable opportunity to apply for said vacancies. All teachers making application shall have the receipt and perusal of their application acknowledged by a form letter or card from the superintendent. When vacancies occur during the summer the president of the Association (or the president's designee) shall be notified. Consideration shall be given to qualified employees already employed by the Board.
- c. Teachers who desire a change in grade level and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent before February 1. Such statement shall include the grade level and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred in order of preference. All teachers shall be notified in writing by the superintendent of the status of their request for transfer or reassignment prior to May 30th to the extent known.

##### 2. Involuntary transfers:

- a. The Association recognizes the fact that the right to transfer a teacher to any assignment within the district is an administrative decision. When such a transfer is made, consideration will be given to such things as length of service in the position and teacher competency. Consideration will be given first to the possibility of utilizing a qualified volunteer.

- b. An involuntary transfer shall not occur without the teacher first having an opportunity to meet and discuss it with the superintendent on a one-to-one basis.
- c. Date of posting — Whenever a vacancy occurs, a notice shall be posted for five (5) days and remain posted in each school until the position is filled. A copy of said notice shall be given to the Association at the time of posting. Secretaries or paraprofessionals who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice.
- d. Criteria for notice — The qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth.
- e. Procedure — All qualified employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified employees already employed by the Board.

B. Paraprofessionals

- 1. Paraprofessionals shall be notified in writing of their contract renewal and salary for the coming year no later than June 1 unless contract negotiations or other emergencies prevent the meeting of this deadline.
- 2. Any paraprofessional employed prior to February 1 of any school year shall be given credit for one (1) year of service towards the next increment step for the following year.

C. All Employees

All personnel under Recognition (Article 1) of this Agreement shall be notified of a change in program, schedule or assignment prior to May 30 to the extent known.



## ARTICLE XIV PROMOTIONS

### A. Teachers

1. For purposes of definition, promotional positions are those paying a salary differential and/or positions on the administrative/supervisory levels of responsibility, excluding extracurricular assignments.
2. Vacancies in such promotional positions shall be posted in each school building at least ten (10) school days before the final date when applications must be submitted.
3. Teachers shall submit their application in writing to the superintendent within the time limit specified in the notice, and the superintendent shall acknowledge in writing the receipt of all such applications.
4. All publicity and notice of such vacancies shall clearly set forth the title of the position, qualifications and duties of the position, and compensation when feasible. Qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the president of the Association has been notified.

## ARTICLE XV LEAVE POLICY AND LEAVE POLICY BENEFITS

### A. Sick Leave

All unit employees employed on a ten (10) month basis shall be entitled to ten (10) days sick leave per year with pay. After fifteen (15) years of service, all employees employed on a ten (10) month basis will receive thirteen (13) sick days per year. Employees employed for more than ten (10) months shall be compensated one (1) day for each additional month. Unused sick leave days shall be accumulated from year to year with no maximum limit.

### B. Temporary Leave of Absence With Pay

1. Personal Days: All unit employees shall be entitled to five (5) days leave per year with pay without reason of which only up to three (3) days can be used consecutively. In the event an employee exhausts all sick days while on an extended approved leave of absence, the employee may use up to five personal days consecutively to exceed the leave with pay.
  - a. No more than 20% of REA members per building will be approved for a personal day on the day immediately before a school holiday or vacation period. No more than 20% of REA members per building will be approved for a personal day on the day immediately after a school holiday or vacation period.
  - b. In addition, three (3) days leave shall be available for each death in the immediate family or immediate household.

- c. Employees are permitted to transfer a maximum of three (3) unused personal emergency days to their sick leave bank yearly. Unused death in the family days are not eligible for transfer.
  - 2. Professional Days: Upon their request, employees, with the approval of the principal/supervisor, shall be granted a minimum of one (1) day per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature providing same is pertinent to their position with the school system.
  - 3. Work-related Legal: Employees shall be granted necessary time for appearance in any legal proceeding connected with their employment or with the school system providing the Board is furnishing legal counsel as provided by law.
  - 4. Military: Any employee who is required to undergo military field training or to attend service school for a period of two (2) weeks or less shall be granted leave of absence with full pay, pursuant to N.J.S.A. 38A:4-4. Whenever such military field training or attendance at service school requires that the employee remain for a period longer than the prescribed two (2) weeks, the employee shall receive the difference between his pay and his military pay for the remainder of such time, provided that such additional time of training or service school attendance is not in excess of one (1) month during any school year and providing that it is with the approval of the superintendent.
- C. Extended Leave of Absence
- 1. Peace Corps: A leave of absence without pay of up two (2) years shall be granted with the approval of the superintendent, to any employee who joins the Peace Corps, Vista, or National Teacher's Corps.
  - 2. Military: Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for a period of said induction or initial enlistment.

D. Disability/Child Rearing Leave

1. Natural Birth

Pregnancy Disability Leave — Any employee may apply to the Board for a disability leave. Such leave shall be granted in conformance with the following procedures:

- a. Such request shall be submitted in writing to the Superintendent and accompanied by a physician's written confirmation of the anticipated date of disability and the anticipated date of delivery. This confirmation shall be sent to the Board no later than ninety (90) days prior to the anticipated date of delivery.
- b. The employee may use her accumulated sick days, and the Board shall grant such use under the same terms and conditions governing leave of absence for other illness or medical disabilities.
- c. The period of disability leave for pregnancy shall be determined by the employee's physician subject to confirmation by the Board's physician, if required.

Differences of opinion will be resolved in accordance with the provisions of Paragraph (2)(c) of this Article.

- d. In addition to the medical certificate of disability referred to in "a" above, all employees shall be required to produce an additional medical certificate within fourteen (14) calendar days following the date of the delivery. This certificate shall state the specific period and termination date of the postpartum disability period. In the event that normal conditions do not prevail for postpartum, the employee's physician may submit an additional certificate.

- e. The Board may remove any pregnant employee from her duties on any one of the following basis:
- (1) Performance — Her work performance has declined because of disability from the time immediately prior to her pregnancy.
  - (2) Physical Incapacity — Her physical condition or capacity is such that her health would be impaired if she were to continue or resume working, and which physical incapacity shall be deemed to exist only if:
    - (a) the pregnant employee fails to produce a certification from her physician that she is medically able to continue work following a request by the Board for such certification;
    - (b) the Board's physician and the employee's physician agree that she cannot continue working; or
    - (c) following any difference of medical opinion between the Board's physician and the employee's physician, the Board requests expert consultation in which case the Morris County Medical Society shall appoint an impartial third physician who shall examine employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working or to remain on disability leave occasioned by pregnancy. The expense of any examination by an impartial third physician under this paragraph shall be paid by the Board.
- f. An employee may return to work immediately following the medically certified disability period upon notice to the Board which must be given at the same time as the initial notice of pregnancy request for disability leave is presented to the Board referred to in section D- I, paragraph "g" below.
- g. In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Board in writing to return to her position prior to the termination of the disability period for which leave had been requested initially. Such return shall be effective no later than ninety (90) calendar days from the date of application by the employee seeking early return from disability leave.
- h. The Board shall not maintain or enforce any policy or practice for removal of any tenured or non-tenured employee from her duties based on pregnancy or term of pregnancy but shall consider and treat each employee on an individual basis.

2. Adoption

Employees adopting a child may apply to the Board for an unpaid leave to receive custody of the child. Such request shall be submitted in writing to the Superintendent and be accompanied by written confirmation of the employee receiving notice of qualification for adoption. Said request shall be submitted within fifteen (15) days of said notification. This leave shall include round trip travel time to receive custody of the child.

3. Child Rearing Leave

- a. In the case of the birth or adoption of a child, any tenured employee shall have the right to apply for a leave without pay for child rearing purposes. In cases where both husband and wife are employees in this school system, only one of said persons may be entitled to such leave at any one time.
- b. A child rearing leave shall be granted to a tenured employee for not more than one (1) full year and the remainder of the school year in which the leave began.
- c. Application for a child rearing leave must be filed at least ninety (90) days before the anticipated birth of the child. Applications shall specify the intended period of leave requested by the employee. Application deadlines may be waived in cases of sudden emergency.
- d. Child rearing leave for employees on pregnancy disability leave shall begin immediately upon the termination of the pregnancy disability as certified by the employee's physician subject to Paragraph "e" above.
- e. Notification by the employee of either (a) intent to return, (b) request for an extension, or (c) shortening of time for a previously approved child rearing leave, shall be submitted in writing to the Superintendent no later than March 1.
- f. A child rearing leave may be granted to a nontenured employee but shall not be extended beyond the end of the contract year in which the leave began.
- g. An employee returning from disability and/or child rearing leave is entitled to all benefits to which employees returning from other leaves would be entitled.

E. Political

The Board shall grant a leave of absence without pay to any employee to campaign and/or serve in public office.

- F. Professional  
The Board shall grant a leave of absence without pay to any employee(s) elected to a professional association (MCCEA, NJEA, NEA) office or position.
- G. Sabbatical  
Sabbatical Leave as defined in Article XXVIII.
- H. Other  
Other leaves of absence without pay may be granted by the Board.
- I. Benefits  
All benefits to which an employee was entitled at the time of his leave of absence commenced shall be restored upon return from a leave granted pursuant to this Article.
- J. Extensions  
All extensions or renewals of leaves shall be applied for in writing and the response shall be given in writing.
- K. Good Cause — Secretaries/Paraprofessionals  
Leaves of absence without pay for medical or nonmedical reasons may be granted by the Board for good reasons for one (1) year with re-application for a second year.
- L. Benefits — Secretaries/Paraprofessionals  
All benefits to which a secretary/paraprofessional was entitled at the time a leave of absence commences, including unused accumulated sick leave, shall be restored to that person upon return from the leave. The same position shall be restored to that person which was held at the time the said leave commenced, if available, or, if not, to a substantially equivalent position, as soon as possible.

ARTICLE XVI  
SICK LEAVE AT RETIREMENT OR RESIGNATION

A. Teachers

Upon resignation after fifteen (15) years of retirement after ten (10) years of continuous service in the teaching profession in Roxbury Schools, the teacher shall receive a lump sum payment as reflected below for each unused day accumulated in the sick leave bank as a teacher in Roxbury Schools before or after the effective date of this Agreement. In the event the teacher who meets the criteria should die while in service to Roxbury Schools, this money shall be paid to the estate of the teacher. The cap shall be \$12,500. These rates will apply for the remainder of the agreement.

The reimbursement rate shall be as follows:

Effective October 1, 2008, the reimbursement rate shall be as follows:

Accumulated Days		
Tier:	0-100	\$35
	101-200	\$45
	201 +	\$55

B. Secretaries

Upon resignation or retirement after ten (10) years of continuous service in the Roxbury Schools, the secretary shall receive a lump sum payment as reflected below for each unused day accumulated in the sick leave bank as a secretary in Roxbury Schools before or after the effective date of this Agreement. In the event the secretary who meets the criteria should die while in service to Roxbury Schools, this money shall be paid to the estate of the secretary. The cap shall be set at \$5,500. These rates will remain for the remainder of the agreement.

Accumulated Days	0-100	\$23
	101-200	\$25
	201 +	\$30

C. Paraprofessionals

Upon resignation or retirement after ten (10) years of continuous service in the Roxbury Schools, the paraprofessional shall receive a lump sum payment as reflected below (prorated dependent on number hours worked per week — 30 hours) for each unused day accumulated in the sick leave bank as a paraprofessional in Roxbury Schools before or after the effective date of this Agreement. In the event the paraprofessional who meets the criteria should die while in service to Roxbury Schools, this money shall be paid to the estate of the paraprofessional. The cap shall be set at \$5,500. These rates will remain for the remainder of the agreement.

Accumulated Days	0-100	\$23
	101-200	\$25
	201 +	\$30

- D. Request for payment must be made by January 10 of the calendar year of retirement. Payment will be made upon retirement in one lump sum or apportioned at the request of the employee. In the event that the employee dies prior to full payment, then any outstanding payment will be made to the estate. In the event the deadline is missed, then payment shall be made in the following calendar year.

ARTICLE XVII  
EMPLOYEE/ADMINISTRATION LIAISON

A. Building Liaison Committee

The senior faculty representative in each building shall conduct an election for the purpose of electing a liaison committee.

The purpose of the Building Liaison Committee is to review and discuss building problems and practices of concern to the staff and/or Administration. This committee is responsible for submitting appropriate agenda items to the building principal no fewer than five (5) days prior to the scheduled monthly meeting date. If no agenda items are received five (5) days prior to the meeting, the meeting shall be cancelled.



Said committees shall be constituted as follows:

Elementary/Middle Schools

- One representative from each team/grade level
- One representative from special education
- One representative from cycles/specials
- One representative from secretaries
- One representative from paraprofessionals

High School

- One representative for each 10 faculty members, not to exceed a total of 10 representatives

Secretaries and paraprofessionals may be a member of building liaison committee. At the high school level, secretaries and paraprofessionals shall have one (1) representative.

B. School System Liaison Committee

Each building liaison committee shall elect a representative and alternate from its committee to serve on the school system liaison committee which will meet once a month with an administrative group selected by the Superintendent. The purpose of this committee is to review and discuss district problems and practices of concern to the staff and/or Administration. Building representatives shall submit appropriate agenda items to the superintendent's office no fewer than five (5) days prior to the scheduled meeting date. If no agenda items are received five (5) days prior to the meeting, the meeting shall be cancelled.

C. Secretarial Liaison Committee

The secretaries shall elect representatives for a liaison committee. Said committee shall be constituted as follows:

One (1) representative each from Elementary Schools, Middle School, Special Education and Transportation, Board Office and Curriculum, Cafeteria, Maintenance and Data Processing.

Two (2) representatives from: High School

The purpose of the Liaison Committee is to review and discuss problems and practices of concern to the staff and/or administration. This committee is responsible for submitting appropriate agenda items to the Superintendent no fewer than five (5) days prior to the scheduled meeting date. If no agenda items are received five (5) days prior to the meeting, the meeting shall be cancelled.

- D. Shared Decision Making (SDM) — is a process by which the Building Liaison Committee explores and considers issues, reaches a consensus regarding those issues, and implements the recommendations.
1. Decisions made by the committee shall not violate any language in this Agreement.
  2. When interest is expressed through liaison and/or administration in the SDM process, that building will vote to decide if it wants to take part. An 80% affirmative vote of all REA members within the building is needed before that building will participate. This vote will be conducted by REA officers and cannot occur more than one time in a two-year period.
  3. Two-year time limit: at the end of this time building must vote to continue the process.
- E. Elementary Voluntary Advisory Scheduling Committee
- Each elementary building will establish a voluntary advisory committee whose purpose is to assist the building administration and any Shared Decision Making committee in developing schedules. A representative from each special subject area and at least one classroom teacher will be included in the committee. The committee should meet in the spring of each year to advise for the following year's schedule.

## ARTICLE XVIII IMPROVEMENT POLICIES

- A. Teachers
1. Tuition Payment Policy
    - a. The Board will give assistance in the payment of tuition fees for graduate courses for classes in the area of certification or reasonably related to one's subject area or teaching assignment as determined and approved by the Superintendent and for which a passing grade has been received. This assistance will be 100% for an "A", "B" and "Pass". This "pass" option is restricted to those courses for which no other grades are offered and the Teachers are required to provide proof that "pass/fail" is mandatory.
    - b. The rate of reimbursement will be based on the current per credit rate of the College of New Jersey (Trenton State College). This rate shall not apply to any employee currently matriculated in a graduate/certificated program before June 30, 1996.
    - c. The maximum tuition assistance available to a teacher shall be \$3,000 per year. The Board's maximum liability for tuition reimbursement for teachers shall be \$120,000 per year.
    - d. Money will be divided into three equal portions to coincide with summer, fall, and spring semesters. All pre-approved applicants will receive a portion of the class costs not to exceed 100% based on the number of applicants for that semester. The cutoff dates for pre-approval are as follows:  
  
 Summer: May 1      Fall: August 1      Spring: December 1
    - e. If an applicant misses a deadline, the application will automatically carry over to the next semester's funds.

- f. Any remaining funds in a semester will carry over to the next semester.
- g. At the end of the year, any unspent funds will be divided equally among applicants. All transcripts regardless of the semester must be received at the Personnel Office by the end of business on the fifth working day in June.
- h. Reimbursement of funds will be distributed upon receipt of the course transcript.
- i. Teachers shall remain in the employ of the Board one additional year for each year of tuition reimbursement. A teacher who does not remain in the employ of the Board shall repay to the Board the amount of tuition reimbursement received in the last year of employment.
- j. Tuition money repaid in the same year the employee received the reimbursement will be placed back into the tuition reimbursement pool for that school year. If the Board terminates their employment, the employee shall not be required to repay tuition reimbursement.

2. Graduate Study Incentive Policy

Beginning in the 1996/1997 school year, new salary guide columns of BA+15 and MA+15 will be added. Training levels will be redefined to correspond to the new guide columns.

- a. Current employees will continue to receive their 20% differential for each 6 credits beyond the specified training levels as defined in the 1995/1996 contract (number 3 below).
- b. Horizontal movement on the salary guide for all employees will occur only when sufficient credits have been earned to reach one of the redefined training levels. The redefined training levels are as follows: BA, BA+15, BA+30, MA, MA+15, MA+30, Doctorate level.
- c. Payment for movement across the guide will be made effective in September of each year. Credits will be accumulated from July 1 to June 30 of the year prior to granting of payment (i.e., September 1, 1997 salary will reflect credits accumulated from July 1, 1996 to June 30, 1997). All completed paperwork for movement on the guide must be submitted to the Superintendent's office by January 10, of the year of the anticipated movement.

- d. Courses to be credited under this policy include:
  - 1. those required for a university-approved advanced degree program and related to the area of employment.
  - 2. those reasonably related to one's subject or teaching assignment and approved by the Superintendent prior to registration. The decision for reimbursement for classes will be based on each individual course, and not the degree program a teacher is enrolled in. Classes will qualify for reimbursement as long as the title of the course does not include the word Supervisor or Administration.
  - 3. courses taken at the request of the Administration.
  - 4. approved courses taken during the summer by teachers hired in the spring or summer or fall employment.
  - 5. Nurses, speech-language correctionists/specialists, and ESL teachers shall receive graduate incentive credit and tuition reimbursement for Continuing Education Units (CEU's) as approved by the Superintendent prior to registration. Ten (10) CEU's shall equal one (1) graduate credit. For purposes of computing increments between salary guides, no more than six (6) graduate credits can be earned through CEU equivalents.
- e. A maximum of six (6) semester hours per fall or spring semester may be credited under this policy. Credit may be received for courses taken during the summer up to a total of 18 hours per calendar year.

3. Training Levels are Defined as:

- a. Four-year training level — A Bachelor's Degree from an institution accredited or approved by the State of New Jersey.
- b. Five-year training level — A Master's Degree from an institution accredited or approved by the State of New Jersey, or a Bachelor's Degree from an institution accredited or approved by the State of New Jersey plus 30 credits as described in items "d" and "e" of the Graduate Study Incentive Policy
- c. Six-year training level — A Master's Degree from an institution accredited or approved by the State of New Jersey plus 30 credits from an institution accredited or approved by the State of New Jersey as described in items "d" and "e" of the Graduate Study Incentive Policy.
- d. Doctoral level — An earned Doctorate Degree from an institution accredited or approved by the State of New Jersey.

B. In-service Training

- 1. A maximum of six (6) hours of non-college credit may be accomplished each year. Studies may be taken within the Roxbury schools or out of the district. Such studies shall deal directly and specifically with the improvement of curriculum and instruction in the Roxbury schools. These studies shall be equivalent in requirement and quality to other accredited graduate studies and have the prior approval of the Superintendent and the Board. Teachers participating in such in-service course or workshop in district will receive credit on the basis of one (1) credit for a course or workshop meeting for fifteen hours.
- 2. The teachers who elect to participate in out-of-district in-service courses or workshops must obtain the recommendation of the Superintendent and prior

approval of the Board. The Board must approve both the reimbursement of the cost of the training program, if any, and the decision to grant credit.

C. Secretaries and Paraprofessionals

1. The Board will give assistance in payment of tuition of course fees for courses reasonably related to one's area of employment as determined and approved by the Superintendent. This assistance will be 100% of the per credit rate for the College of NJ with a maximum of three (3) credit hours per semester (fall, spring, summer) may be credited under this policy.
2. Prior approval forms are to be submitted to the superintendent's office by September 20 for fall semester courses, by January 2 for spring semester courses, and by June 30 for summer session courses.
3. The maximum tuition assistance available to a secretary or paraprofessional shall be \$ 1,840 per year. The Board's maximum liability for tuition reimbursement for secretaries or paraprofessionals shall be \$ 11,040.00 per year.
4. Secretaries and paraprofessionals shall remain in the employ of the Board one additional year for each year of tuition reimbursement. A secretary or paraprofessional who does not remain in the employ of the Board shall repay to the Board the amount of tuition reimbursement received in the last year of employment. Tuition money repaid in the same year the employee received the reimbursement, will be placed back into the tuition reimbursement pool for that school year. If the Board terminates their employment, the employee shall not be required to repay tuition reimbursement.

ARTICLE XIX  
EMPLOYEE FACILITIES

- A. The Board agrees to consult with staff members in planning employee facilities, in the construction of any new school building or in the construction of additions to existing school buildings.
- B. Every effort shall be made to provide all unit employees with a mailbox.

ARTICLE XX  
SUBSTITUTES AND BEDSIDE INSTRUCTORS

- A. Teachers
  - I. Positions which are vacant because teachers are temporarily absent or on leave shall be filled by personnel who hold at least a county superintendent's certificate.
  - 2. The use of regular teachers as substitutes should be discouraged. However, in an emergency, regular teachers may volunteer their non-teaching period. The scale for paying teachers who are asked to substitute during preparation and lunch periods shall be as follows:
    - \$33 per period
  - 3. Teachers shall be compensated at the following rates for bedside instruction: \$35
    - per hour

Mileage incurred shall be compensated at the rate as per Article XXXIII Payment will be based on mileage to and from school where the teacher is assigned.
  - 4. Refer to teachers' manual for information and instruction.
- B. Secretaries
 

Substitutes may be obtained whenever any secretary is absent, at the discretion of the building administrator, superintendent or designee.

ARTICLE XXI  
EMPLOYEE PROTECTION

Employees will be covered under Title 18A: 16-6 and 18A: 16-6.1.

ASSAULT ON AN EMPLOYEE

When absence arises out of or from a work-related assault or injury to the employee, the employee shall be entitled to full salary less any reimbursement which may be derived from Workmen's Compensation Insurance. The employee shall be entitled to all other benefits for the period of such absence and shall not forfeit any sick leave or personal leave for such absence.

ARTICLE XXII  
INSURANCE PROTECTION

- A. The Board shall provide health benefits, prescription benefits, and dental benefits to the employee, subject to the employee's payment pursuant to Tier 4 of P.L. 2011, Chapter 78 towards the cost of the premiums.
1. Effective July 1, 2017, those employees previously enrolled in Direct Access may remain in Direct Access in accordance with Appendices F & G. For all other employees, the POS shall be the base plan with employee option to enroll in an alternative plan (such as OMNIA or HIGH DEDUCTIBLE with Health Savings Account plans). Should the board decide to change carriers, the plans offered shall be equal to or better than the ones set out in the current contract.
  2. Employee payments toward health benefits will be paid through payroll deductions.
  3. Participating employees will be required to pay 50% of the increased payment charged for dental coverage, effective 1983/1984 school year. New Jersey Dental Service Plan — Plan 11-B Super composite with Ortho 1 — effective April 1, 1983.
  4. The co-pays for the Direct Access and POS health insurance plans shall be as follows:

Point of Service (POS) Copays:

- a. Office Visit - \$20 PCP/\$20 Specialist
- b. Family Out-of-Network - \$200 Individual/\$500 Family, Out-of-Pocket Maximum \$3,000 Individual/\$6,000 Family.
- c. Emergency Room - \$50

- d. Outpatient Surgery - \$100
- e. Inpatient Hospital - \$100
- f. Vision - \$20

Direct Access Copays:

- a. Office Visit - \$20 PCP/\$40 Specialist
- b. Family Out-of-Network - \$200 Individual/\$500 Family, Out-of-Pocket Maximum \$3,000 Individual/\$6,000 Family.
- c. Emergency Room - \$100
- d. Outpatient Surgery - \$300
- e. Inpatient Hospital - \$300

Prescription Copays: (does not apply to Direct Access)

- a. \$20 Generic/\$40 Brand

B. Part-Time Employees

With the exception of paraprofessionals, employees, hired prior to July 1, 1996, who work more than 19 ½ hours shall be eligible for full insurance benefits. Employees hired on or after July 1, 1996 who work 25 or more hours per week shall be eligible for full insurance benefits. Paraprofessionals who work thirty (30) or more hours each week shall be eligible for full insurance benefits. A break in service of one (1) year or less due to a RIF shall not alter the hire date of an employee for the purpose of this provision.

- C. If an employee is granted a leave of absence without pay for other than FMLA or FLA, the employee may pay for medical benefits, prescription, or dental coverage for the period of leave. In order to receive this coverage, the employee must pay the Board on a monthly basis the total premium cost of the selected coverage by personal check.
- D. If an employee elects to opt out of medical coverage, the Board shall pay the employee the following rates:
  - 1. Single: \$2,000
  - 2. Parent/Child: \$2,300
  - 3. Employee/Spouse: \$2,700
  - 4. Family: \$3,000

The Board agrees to set up an Optional S 125 Plan.

- E. Should the Board require a physical examination of an employee, the Board shall assume the cost of said physical examination. The physical examination shall be performed by the school physician or his designee.



F. Out of State Employees

The parties hereby acknowledge and agree that the Board has the right to maintain the medical plans currently being offered and that the employees must therefore select a medical plan from those presently available.

Notwithstanding the foregoing, the Board and Association agree that in order to increase the availability of Pennsylvania physicians in the managed care program for those employees residing in Pennsylvania that the Board shall make available to said employees a Preferred Provider Network from Blue Cross/Blue Shield subject to the following:

- a. Only those employees residing in Pennsylvania shall be eligible for the Blue Cross/Blue Shield Preferred Provider network.
- b. The Preferred Provider Network shall only be offered on the express condition that the per employee cost does not exceed the per employee cost of the managed care program (Horizon POS Program).
- c. In the event that the Blue Cross/Blue Shield ceases offering the Preferred Provider Network for the Board's Pennsylvania Employees, the Board's obligation to offer such an alternative managed care program to Pennsylvania employees shall cease, and said employees shall elect to enroll in one of the existing plans being offered by the Board.
- d. Any and all employees electing to enroll in the Blue Cross/Blue Shield Preferred Provider Network shall be subject to all of the conditions and provisions of the Contract between the Board and the Association, including, but not limited to, Article XXII (Insurance Protection).
- e. This agreement does not represent an "enhancement" of medical insurance options for the purpose of determining "equal to or greater benefits" options.
- f. This agreement does not establish a past practice and is not precedent setting. It cannot be used or relied upon with respect to any other issue between the parties.

ARTICLE XXIII  
PERSONAL AND ACADEMIC FREEDOM

- A. It is recognized that democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. The philosophy, underlying principles, and objectives of Board Policy shall be adhered to in the presentation and content of the courses of study adopted by the Board of Education.

ARTICLE XXIV  
EXTRACURRICULAR-COACHES

- A. Coaching personnel, if reinstated, will receive their contracts for the coming year no later than April 30; except that in the event of spring sports the coaching contracts will be distributed upon completion of the sport.
- B. When a coach agrees to change to another level or to coach another sport, either during the course of the school year or during the summer vacation, a new contract is to be issued,
- C. The head varsity coach, whenever possible, in each competitive sport, shall be given an opportunity by the Superintendent's designee to interview and evaluate the prospective candidates in the selection and employment of assistant varsity, junior varsity and freshman coaches.
- D. An attempt will be made to have immediate medical supervision available at all athletic competition and practice sessions at all levels of competition.
- E. Personnel will be compensated at the rate as per Article XXXIII for the use of personally owned vehicles when school vehicles are not available in the process of carrying out scouting assignments. Such assignments must be approved by the Superintendent's designee. Payment will be based on mileage to and from the school.
- F. Any teacher who may be hired as head coach and/or assistant coach will be placed on his/her appropriate step of the respective coaches' salary guide according to experience in that position; except that an assistant coach who has attained the top step of the assistant coaches' salary guide shall be placed on the second step of the head coaches' salary guide when appointed to a head position.
- G. Persons new to a position will start on the lowest step. The Board retains the right to fill the position listed or to refrain from filling any position listed as it may deem appropriate. Progression to the next step of the guide is not considered automatic, but will be based on satisfactory performance as determined by the Administration. Appointments to these positions listed on the guide are on a yearly basis and do not in any way imply tenure to the position.

- H. In instances where the number of games per season differs from equivalent types of boys' and girls' sports, the sport having the higher number of games will serve as the basis for determining full compensation as stipulated in the guide. The coach of the sport with the lesser number of games per season shall receive the greater amount of either the salary prorated in accordance with the full salary for the higher number games per season of the equivalent sport, or two-third (2/3) of the whole salary.
- I. Mechanism for starting new clubs/sports:
1. Club:
    - (a) There will be a two (2) year trial period for new clubs. The salary will be negotiated with the REA and the Board.
    - (b) Prior to the first club meeting, written application will be made to the district through the building principal.
    - (c) After Board approval of the application for the two (2) year trial, the club will begin meeting.
    - (d) No later than two (2) years after approving the application for trial basis, the Board will render a decision to continue or terminate the club.
    - (e) At the end of the trial period, if the club continues (with Board approval), the member will begin receiving the negotiated salary.
    - (f) If the club does not receive Board approval for funding/salary, the club will cease to exist.
  2. Sport: The same procedure as contained in Section I, 1 above will be utilized to start a new sport, with the exception that the trial will be for a period of three (3) years.
  3. The club/sport must meet Board rationale in policy.
  4. If funding is rejected, employees shall not be directed to continue working beyond the trial period.
  5. Nothing in Section I will prevent the Board from providing the funding for the salary for a club or sport in less than the trial period.

ARTICLE XXV  
INSERVICE TRAINING

Payment for teaching staff development and Parent University shall be as follows:

- |                               |                  |
|-------------------------------|------------------|
| a. Teaching Staff Development | \$37.00 per hour |
| b. Parent University          | \$37.00 per hour |

Secretaries and Paraprofessionals

On teacher workshop days secretaries and paraprofessionals may attend their own workshop either arranged by the Association or the Administration. Paraprofessionals who attend shall be compensated.

ARTICLE XXVI  
SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees or to the Board 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.

ARTICLE XXVII  
EMPLOYEE EVALUATION

A. All Employees

1. Employees will be evaluated under the Evaluation Procedure. At the end of each school year, evaluation committees will study the procedures for possible revisions. These committees will be selected by the Superintendent. In addition, two (2) Association representatives, selected by the Association, shall be on each committee. A copy of the evaluation procedures will appear in the Faculty Handbook.
  
2. Any employee shall have the right for good cause, after request for an appointment, to review the contents of his personnel file except for confidential personal references received prior to employment. This review shall be made in the presence of a designee of the Superintendent. The employee shall acknowledge that he has had the opportunity to review his file by signing a checkout form and affixing his signature to the material he has reviewed. The employee shall have the right to submit comments, in writing, concerning material he may deem derogatory and his comments shall be reviewed by the Superintendent or his designee and attached to the file copy. Copies of any documents contained therein, except for those of a confidential nature listed above, shall be available to the employee. Cost of reproduction shall be paid by the employee.

3. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.
4. Advancement on the salary guide is not considered automatic and will be based on evidence of satisfactory performance of duties as determined by evaluative procedures in use in the District.
5. Upon evidence of satisfactory performance as determined by the Administration, an employee who has been denied an increment can be recommended for advancement and placement on the appropriate step of the guide.

B. Teacher Evaluation

1. Teacher evaluation procedure shall be:
  - a. An instructional lesson is observed.
  - b. A conference is held to discuss the lesson within three (3) school days.
  - c. An Observation Conference Report reflects both the lesson observed and conference discussion is completed and given to the person being evaluated within five (5) school days of the conference,
  - d. Within three (3) school days of receipt of the Observation Conference Report, the person being evaluated signs and returns it to the evaluator at which time the person evaluated may request a second conference. In the event the person being evaluated does not request a second conference, he still has the option to submit, within ten (10) days, a teacher comment sheet to be attached to the Observation Conference Report.
2. Summative teacher evaluation procedures shall be as follows:
  - a. The teacher will be asked to supply data of the year's activities to the supervisor prior to the drafting of the summative evaluation report.
  - b. The supervisor will prepare and present a draft of the summative evaluation report and present it to the teacher prior to the evaluation conference.
  - c. A conference will be held to discuss the contents of the draft of the summative evaluation report and to outline possible areas for the development of the Professional Development Plan (PDP).
  - d. The supervisor shall present the finalized summative evaluation report to the teacher within five (5) school days of the evaluation conference.

- e. The teacher shall return the required number of signed copies of the final summative evaluation report to the supervisor within three (3) school days after it is signed.
  - f. The teacher will have the option to submit, within ten (10) days, a teacher comment sheet to be attached to the summative evaluation report.
3. Both tenured and non-tenured teachers shall be evaluated according to New Jersey Statutes, Title 18A.
- C. Secretarial Evaluation  
Secretaries shall be evaluated in accord with established district procedures. Each secretary shall receive a copy of these procedures annually no later than October 1.
- D. Paraprofessional Evaluation  
Paraprofessionals shall be evaluated in accord with established district procedures. Each paraprofessional shall receive a copy of these procedures annually no later than October 1.

#### ARTICLE XXVIII SABBATICAL LEAVES

- A. A sabbatical leave may be granted to teachers for study in their area of specialization or for reasons of value to the school system as determined by the Administration with final approval by the Board.
- B. Teachers may apply for a sabbatical leave upon completion of at least seven (7) years of service in the Roxbury Township School District.
- C. Request for such leave shall be made before November 1 prior to the year for which such absence is requested. Such application shall be made upon a form, furnished by the Board and shall be accompanied with a detailed proposal for study or research to be accomplished during the leave. Action on all such requests will be taken no later than February 1 of the school year prior to the year for which the leave is requested. When a teacher is requested to appear at any meeting pertaining to the application for and granting of a sabbatical leave, the teacher may, at his option, have a resource person relative to the area of study accompany him.
- D. A teacher on sabbatical leave for one (1) year shall receive one-half (1/2) of his full salary at the step he would have attained had he remained in his position. A teacher granted a half year leave shall receive full salary for the half year at the step he would have attained had he remained in his position. Salary payments shall be made semimonthly in accordance with the schedule for the school system. All shall receive full fringe benefits.

- E. Teachers shall receive credit on the salary schedule for the sabbatical leave.
- F. Not more than two (2) teachers shall be granted sabbatical leave for the same year.
- G. The teacher is expected to return to the Roxbury Township School System for a minimum of two (2) years following the sabbatical leave. If he terminates his employment before the end of this two-year period he must repay a proportionate amount of the salary received while on leave,
- H. When referring to length of employment or service in this Article, such employment is meant to be continuous, uninterrupted service within the Roxbury School System and not meant to imply "bridged" or cumulative service computed by adding years employment separated by termination of employment due to resignation. An approved leave of absence is not considered an interruption in service but shall not be considered as an active year of employment.
- I. Such leave of absence may be rescinded by the Board at its discretion at any time during the year for which it is granted when in the judgment of the Board the conditions under which it was granted are not being met.

#### ARTICLE XXIX PRINTING AGREEMENT

The expense for printing copies of this Agreement shall be shared equally by the Association and the Board. The printed format shall be decided upon mutual agreement. Sufficient copies of the Agreement shall be printed for presentation to all unit employees now employed, and to be employed by the Board for the school year. The final quantity shall be determined by mutual agreement.

#### ARTICLE XXX MUTUAL AGREEMENT

This contract shall constitute a mutual agreement between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary or mutual consent of the parties in a written and signed amendment to this Agreement. The provisions of this Agreement shall be considered part of the established policies of the Board.

ARTICLE XXXI  
SAVINGS AND FULLY BARGAINED CLAUSE

A. Savings

Except as this Agreement shall specifically provide, all terms and conditions of employment applicable on the signing date of this Agreement and established by the rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any employee benefit existing prior to its effective date.

Nothing in this Agreement shall annul or modify and statute or statutes of the State of New Jersey and it is the intention of the Board not to contract away the rights that it may have pursuant to the laws of the State of New Jersey.

B. Complete and Final Agreement

This Agreement represents and incorporates the complete and final understanding and settlement of the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms 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.

ARTICLE XXXII  
BOARD OF EDUCATION RIGHTS

In accordance with New Jersey Statutes and the Constitution of the United States:

- A. The Roxbury Township Board of Education on its own behalf and on behalf of the electors of the district, hereby retain and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:
1. To exercise executive management and administrative control over the school system and its properties and facilities.
  2. To hire all employees subject to the provisions of the law and subject to the limitations of this Agreement.
  3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students all as deemed necessary and/or advisable by the Board.



4. To control the means and methods of instruction, the selection of textbooks and other teaching materials, aids and equipment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibility by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.
  - C. The Board shall be permitted to petition the Executive Board of the Association to meet with them on issues of concern.

#### ARTICLE XXXIII MILEAGE REIMBURSEMENT

All authorized mileage expenditures shall be required at the U.S. Government rate per mile beginning on the date that rate becomes effective.

#### ARTICLE XXXIV REPRESENTATION FEE

- A. Purpose of Fee
 

If any unit employee does not become a member of the Association during any membership year 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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Amount of Fee
  1. Notification --- Prior to the beginning of each membership year the Association will notify the Board in writing of the amount of the regular membership dues charged by the Association to its own members for that membership year. The representation fee, up to 85%, to be paid by nonmembers will be determined by the Association in accordance with the law.
  2. Legal Maximum --- In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law.

C. Deduction and Transmission of Fee

1. Notification — Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph (2) below, the full amount of the representation fee and promptly transmit the amount so deducted to the Association.
2. Payroll Deduction Schedule  
  
The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.
3. The declarations will begin with the first salary payment made:
  - a. Thirty (30) days after receipt of the aforesaid list by the Board.
  - b. Sixty (60) days after the employee begins his employment in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deduction will begin with the first salary payment made thirty (30) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
4. Termination of Employment — If an employee who is required to pay a representation fee terminates his employment with the Board by January 30, that employee's obligation to the REA shall be considered fulfilled. If an employee who is required to pay a representation fee terminates his employment after January 30, the Board will deduct the unpaid portion of the fee from the last salary payment made to said employee.
5. Mechanics — Except as otherwise 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 deduction and transmission of regular membership dues to the Association.
6. Changes — The Association will notify the Board in writing of any changes in the list provided for in paragraph 1, above, and/or in any deduction made more than thirty (30) days after the Board received said notice.
7. The Board will forward a copy of its minutes to the REA Membership Chairperson at the same time it releases minutes to its members.

D. Indemnification and Save Harmless Provision

The Roxbury Education Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

ARTICLE XXXV  
MENTORING

- A. The Board agrees to first seek appropriate volunteers to act as mentor teachers, but retains the right to assign teachers to this role where it deems necessary. These assignments shall be made on a rotating basis, if at all possible.
- B. A mentor teacher shall receive the State mandated compensation, which will be deducted from the provisional staff member's salary.
- C. Mentor teachers must be tenured and fully certified. They shall not evaluate or supervise a provisional teacher.
- D. The Board and the Association agree to abide by the State guidelines for mentoring.

ARTICLE XXXVI  
MISCELLANEOUS PROVISIONS

- A. Additional Training: Through workshops and staff development will be provided to the staff for:
  - 1. Inclusion and mainstreaming of special needs students
  - 2. Computer technology
- B. The Board will provide reimbursement for outside workshops as follows:
 

\$79 per staff member
- C. Longevity
 

Any teacher presently employed with eleven (11) or more years of service as of September 1, 1984, shall be eligible for the following additional service increments:

\$200 after 15, 20, 25, 30, 35, and 40 years,

Any teacher presently employed with ten (10) years or less of service as of September 1, 1984, and any teacher newly employed for the 1984/1985 school year and after, shall not be eligible for additional service increments.

A teacher that does not meet full certification requirements may be salaried \$200 less, or one step lower on the guide.
- D. Child Study Team Compensation
 

Members of the Child Study Team are to be compensated in accordance with the teacher's salary guide and number of months employed.

School Psychologists employed as of the 1979/1980 school year will continue to receive a differential of \$1,876 as long as they continue in the employ of the Roxbury school system.

Learning Disabilities Teacher Consultants employed as of the 1979/1980 school year will continue to receive a differential of \$160 as long as they continue in the employ of the Roxbury school system.

E. Nurse Coordinator Salary:

\$1,600.00

F. Payment for curriculum writing shall be as follows:

\$46 per hour

G. Secretarial Grade Placement

Grade I:

Grade II: Assistant Attendance, RHS, Board Office Secretary (part-time) School Secretary/Jefferson; Special Ed Secretary.

Grade III: Assistant Principal Secretary-Athletics, RHS; Assistant Principal Secretary-Attendance, RHS; Assistant Principal Secretary, RHS; Assistant Principal Secretary, EMS; Assistant Principal Secretary, L/R; Main Office Secretary, RHS; Child Study Team Secretary; Guidance Secretary, RHS, EMS; Special Services Secretary; AV Secretary, RHS; Media Secretary, RHS; Building and Grounds/Facility Use Secretary.

Grade IV: Assistant Payroll Secretary, CO; Health and Benefits Secretary, CO; Bookkeeper, CO; Director of Buildings/Grounds Secretary, RHS; Director of Food Services Secretary; Director of Special Services Secretary; Director of Transportation Secretary; Head Guidance Secretary; Principal Secretary, Data Processing Secretary, RHS, EMS, Franklin, Jefferson, Kennedy, L/R, Nixon; Community School Secretary.

Grade V: Head Data Processing Secretary, RHS; Accounts Payable Secretary, CO.

H. Family Education

\$551 per 5 week session

I. BSI Before and After School Instruction

\$35 per hour + 1 hour prep paid per 3 days taught

**SECTION 2: PROVISIONS APPLICABLE TO CUSTODIANS, GROUNDSMEN, MAINTENANCE, AND MECHANICS**

The following Articles refer to these employees ONLY: custodians, groundskeeper, lead day custodians, matrons, building maintenance employees, head mechanics, mechanics, truck drivers and mechanic helpers.

ARTICLE XXXVII  
ASSOCIATION SECURITY

- A. The Employer agrees it will give effect to the following form of Association Security:
1. All present employees who are members of the Association on the effective date of this Agreement shall remain members of the Association in good standing by payment of the regular monthly dues. All present employees who are not members of the Association will pay a Representation Fee as set forth hereafter,
  2. It is agreed that at time of hire, newly hired employees, who fall within the bargaining unit will be informed that they have the chance to join the Association thirty (30) days thereafter or pay to the Association a Representation Fee.

ARTICLE XXXVIII  
CHECK-OFF OF ASSOCIATION FEES

- A.
1. The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9(e). The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the second salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.
  2. In making the deductions and transmittals as above specified. The Board shall rely upon the most recent communication from the Association as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Association within fifteen (15) calendar days after such deduction is made.
- B. Representation Fee
1. If an employee does not become a member of the Association during any membership year (from July 1 to the following June 30) 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. The purpose of this fee will be to offset the employee's, per capita cost of services rendered by the Association as majority representative.
  2.
    - a. Notification. Prior to the beginning of each membership year, the Association will notify the Employer in writing of the amount of the regular membership dues charged by the Association to Its own members for that membership year.

The representation fee, up to 85 %, to be paid by nonmembers will be determined by the Association in accordance with the law.

- b. Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Association as majority representative the representation fee should be equal in amount to the regular membership dues charged by the Association to its own members and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law.
- 3.
- a. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
- b. The Board will deduct the representation fee in equal installments as nearly as possible, from the salary payment made to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first salary payment made:
- (1) Ten (10) days after receipt of the aforesaid list by the Board,
- or
- (2) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first salary payment made ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
- c. If an employee who is required to pay a representation fee terminates his or her employ with the Employer before the Association has received the full amount of the representation fee to which it is entitled under this Article. The Employer will deduct the unpaid portion of the fee from the last salary payment made to said employee during the membership year in question.
- d. Except as otherwise 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 deduction and transmission of regular membership dues to the Association.
- e. The Association will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

- f. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding (30) day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Association in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.
- g. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.
- h. The provisions for collection and transmittal of this fee shall be governed by Chapter 233, PL 1969 (N.J.S.A. 52:14-15.9(e)). The Employer's compliance with this procedure shall release the Employer from any further liabilities and the Employer shall not be a party to any litigation resulting from individual challenge to this Agreement.

#### ARTICLE XL EMPLOYEE RIGHTS

- A. The Employer recognizes the rights of the employees as defined by Chapter 303, Public Laws of 1968, and Chapter 123 Public Laws of 1974, known as "New Jersey Employer-Employee Relations Act."

#### ARTICLE XLI HOURS OF WORK AND OVERTIME

- A. The length of the work day shall be eight (8) hours.
- B. Any work performed beyond forty (40) hours in any work week or eight (8) hours in any work day, shall be considered overtime and compensated for at one and one-half (1-1/2) times the regular hourly rate of pay of the employee affected. There shall be a one (1) hour call in minimum at double time for in-house activities.
- C. The work week shall be defined as being from Monday through Friday. The Board shall have the sole discretion to establish an alternate schedule Tuesday through Saturday, based on the needs of the District Operations. This schedule shall be limited to one position only. A current employee may choose this schedule on a voluntary basis or a new employee may be hired for this shift upon full execution of the Collective Negotiations Agreement.

- D. The sixth consecutive day worked in the work week shall be paid at one and one-half (1 1/2) times his hourly rate. The seventh consecutive day worked in the work week by the employee shall be paid at two (2) times his hourly rate. These rates apply providing the employee has worked at least forty (40) hours during the work week. Any absence from work, due to illness, shall not count as hours worked for purposes of overtime. Overtime rates shall be compensated retroactively from July 1, 2005.
- E. The work year shall consist of twelve (12) months.
- F. Overtime for custodial personnel shall be distributed equally as practicable among the employees and shall be kept in a ten (10) to fifteen (15) hour differential. A review of overtime shall be conducted weekly by the Association Representative and his immediate supervisor. Equalization will be made when necessary.
1. Overtime for maintenance personnel shall be distributed on an equal basis for all employees qualified and capable of performing the work. Such determination of qualifications and capabilities shall be made by the Employer or its designee. The overtime list shall be sent monthly to the Association Representative for review.
  2. In the event that an out of school (non-school based) agency who is approved to use a District building when the custodians are not regularly scheduled fails to appear without advance notice to the Employer, the scheduled employee shall receive a minimum of two (2) hours at time and one half (1 1/2) reporting pay. The employee will be expected to work for that period and the Director of Buildings and Grounds will determine when the employee is released from his duties.
- G. Emergency Work. If called to work for an emergency between 12:00 midnight to 5:00 a.m., a minimum of four (4) hours shall be paid at the rate of one and one-half (1-1/2) times the base rate; between 5:00 a.m. to 11:59 p.m., a minimum of three (3) hours shall be paid at the rate of one and one-half (1-1/2) times the base rate. "Emergency" shall mean those instances in which the employee is called in after he has returned home and the work is not contiguous to his regular shift.
- H. Overtime work offered but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime. Summer clean-up overtime does not accrue towards the annual total overtime.
- I. If an employee is out the Employer may call in a substitute.
- J. Premium shift payments shall only be paid to those employees assigned by the Employer to shifts which require premium payments.



K. Premium shift payments shall be paid to those employees assigned to the night shift and the midnight shift. Employees assigned to the day shift will not be entitled to a premium shift payment.

L.

1. Employees shall be assigned to work on the following shifts:

<u>Morning Shift</u>	<u>Day Shift</u>	<u>Afternoon Shift</u>	<u>Evening Shift</u>
4:30 a.m.-12:30 p.m.	6:30 am.-2:30 p.m. 8:00 a.m. 4:00 p.m.	2:30 p.m.-10:30 p.m.	10:30 p.m.- 6:30 am.

The Employer may only change the shift times set forth herein on 30 days prior written notice to the Association.

2. When school is closed due to inclement weather the afternoon shift shall begin at 11:00 a.m. and the evening shift shall begin at 2:30 p.m.

M. The Employer shall attempt to establish a consistent method of replacing custodians in the event a custodian is absent. However, the Association recognizes that depending on the size of the staff at a particular school, there will be times an absent custodian will not be replaced. When an absent custodian is replaced and assigned to a school with a small staff or there are consecutive absences in a larger staffed school, an absent eight (8) hour custodian will normally be replaced with another custodian for four (4) hours and an absent four (4) hour custodian will normally be replaced with another custodian for two (2) hours. Notwithstanding the foregoing the Board retains the right to assign replacement custodian hours as the situation dictates and will not be bound by the intentions noted above.

## ARTICLE XLII SENIORITY

A. The Employer shall establish and maintain a seniority list of employees with the Roxbury Township Board of Education. The seniority of each employee shall date from the first hiring with the Employer as a contracted employee. A seniority list will be sent to the Association once a year.

1. Seniority shall be defined as the continuous length of employment of the employee with the Employer from his date of most recent hire. At the expiration of the probationary period, the employee's seniority shall date from the date of his most recent hire.

2. Seniority shall prevail in the matter of selection of vacations and holidays; and also in demotions and transfers provided that qualifications and ability, as determined by the Employer, are equal.
3. An employee shall lose his seniority rights for any one of the following reasons:
  - a. if an employee quits;
  - b. is discharged for proper cause;
  - c. does not return to work in seventy-two (72) hours when recalled unless excused for illness or other valid reasons, Recall shall be by registered mail to the last known address in the Employer's files, Failure to respond within five (5) days shall be deemed a resignation;
  - d. is absent for five (5) or more consecutive days or shifts without notifying his foreman or other superior, unless the employee can establish that it was impossible to so notify his foreman or other superior;
  - e. is laid off for at least twelve (12) months;  
  
is absent due to a disabling accident or illness extending beyond eighteen (18) consecutive months;
  - g. leaves the bargaining unit for a period of at least three (3) months to accept jobs excluded from the bargaining unit. This paragraph (7) is not applicable to the person occupying the said position of Supervisor at the execution of this Agreement.
4. All employees are hired for a probationary period of ninety (90) days. In the event an employee is retained on a permanent basis, then his/her seniority shall be retroactive to the first day of the employee's probationary period.
5. Probationary employees shall be evaluated after approximately 30, 60 and 90 days. The first and third evaluations must be at least forty-five (45) days apart.

ARTICLE XLIII  
FORCE REDUCTION

- A.
1. For the purpose of this Article, the job occupations shall be those employees paid on the salary guide (Truck driver, Lead Day Custodian, and Groundskeeper), Maintenance workers and Bus mechanics.
  2. Employees who have served in more than one occupation in Section A.1, above, shall have seniority in each occupation, but that seniority may not be combined and will not run concurrently.
- B. The employees involved in any layoffs shall receive thirty (30) days notice.
- C. Nothing in this Article shall be held to limit the right of the Employer to reduce the number of employees employed in the district whenever in the judgment of the Employer it is advisable to abolish any such positions for reasons of economy, or because of reduction in the number of pupils, or of changes in the Administration or supervisory organization of the district, or for any other just cause upon compliance with the provisions of this Article.
- D. The Association President of the Custodians and Maintenance groups shall have top seniority while serving in that capacity during the period covered by this Agreement.

ARTICLE XLIV  
JOB VACANCIES, TRANSFERS, NEW JOBS CREATED OR PROMOTIONS

- A. If new jobs are created, if vacancies occur in a higher rated position, or promotions are to be made and if two or more equally qualified employees apply for such position or promotion, seniority may prevail before any new employees are hired.
- B. The Employer agrees to post in each building, a notice of such new job, vacancy, or promotion on the bulletin board for five (5) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Anyone interested, in order to be eligible, must file an application with the Director of Buildings and Grounds and sign the notice.
- C. The successful bidder and the Association shall be notified in writing of the employee's acceptance by the Employer within ten (10) work days of such acceptance. If there are no successful bids, the Employer may appoint or hire to fill such jobs.

- D. Any employee so selected to fill such job shall be granted a trial period of up to sixty (60) days. If it shall be determined by the Employer during the said trial period that the promoted employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position or a position equivalent thereto and said Employer must re-post the job.
- E. Employees may meet to discuss their transfer with their immediate supervisor on an informal basis. The employees recognize the fact that the right to transfer an employee is a management right.

#### ARTICLE XLV NON-DISCRIMINATION

- A. The Employer and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall greatly exemplify that there is no discrimination in the hiring, training, assignment, promotion or discipline of its employees or in the application or administration of this Agreement on the basis of race, color, creed, religion, national origin, sex, domicile, disability or marital status.
- 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 provisions shall not be determined valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE XLVI HOLIDAYS

- A. The following holidays will be granted with pay providing that they do not interfere with the school calendar in addition to any Jewish holidays in the school calendar. The Employer shall notify the Association as far as possible in advance if the school calendar changes. In the event that the listed days interfere with the school calendar, adjustments will be made by the Administration whereby the number of days will remain at fourteen (14).

New Year's Day	Columbus Day
President's Day — 3rd Monday in February	Thanksgiving Day Friday following Thanksgiving
Martin Luther King's Birthday	Day before Christmas
Good Friday	Christmas Day
Memorial Day	Custodians/Maintenance Day

July Floater Day

Jewish holidays in school calendar

July 4<sup>th</sup>

Labor Day

If a holiday falls on a Saturday, it will be observed on Friday. If a holiday falls on a Sunday, it will be observed on Monday.

- B. An employee who works on any of the above holidays shall be paid for such work at one and one-half (1-1/2) times the employee's base rate in addition to the holiday pay provided.
- C. If a holiday falls within the vacation period of the employee, then the employee shall receive an additional day of vacation.
- D. If a personal day is requested by an employee on a day immediately preceding or immediately following a school vacation recess, or holiday, prior approval must be secured from the Superintendent or his/her designee.

#### ARTICLE XLVII VACATIONS

- A. The Employer agrees to grant to all twelve (12) month employees in the bargaining unit paid vacations in accordance with the following schedule:
  1. If employed on or after May 1, no vacation can be earned through the end of the school year. If employed before May 1, one (1) vacation day will be granted for each ten (10) weeks of service during the school year. The school year shall be defined as beginning on July 1 and ending on June 30.
  2. For the purpose of calculating vacation time, July 1 shall be considered the anniversary date of all employees. The number of years accumulated shall be determined by the employee's date of hire. For example, an employee hired between July 1 and December 31, 1991, shall have a five (5) year anniversary date of July 1, 1996. An employee hired between January 1, 1992 and June 30, 1992, shall have a five (5) year anniversary date of July 1, 1997.
  3. Two (2) weeks of vacation up to five (5) years of service within the system, three (3) weeks of vacation after five (5) years of service within the system. Thereafter one (1) additional day of vacation will be added for each additional year of service up to fifteen (15) years of service at which time the employee shall be eligible for five (5) weeks of vacation. Effective July 1, 2007, vacation days shall not be rolled over from one year into the next. Vacation days which are not utilized will be forfeited.
  4. Vacations may not be taken the week before school closes or the two weeks before it opens.

- B. Vacations for custodians including leadman custodians, shall normally be taken during the summer session. However, employees may take vacation time during another time period with the approval of the Superintendent or his/her designee. When a leadman custodian is on vacation, he/she shall not be replaced on an overtime basis.
1. Vacations for maintenance employees shall be taken during the twelve (12) month period after the year in which it was earned. Effective July 1, 2007, vacation days shall not be rolled over from one year into the next. Vacation days which are not utilized will be forfeited.
- C. The Employer agrees that in the event an employee voluntarily leaves the employment of the Employer before vacation period, the employee shall be compensated for any accrued vacation time that may be due him in accordance with the above schedule.
- D. In the event of conflict in the selection of vacation time, the Employer shall have the right to grant vacation on a seniority basis.

#### ARTICLE XLVIII GENERAL REGULATIONS CONCERNING LEAVES OF ABSENCE

- A. Should leave of absence for a full school year be granted an employee, it shall be necessary for such employee to notify the Board Secretary on or before April 1<sup>st</sup> prior to the expiration of such leave whether said employee intends to return to his former position. In all other instances involving leave of absence, it shall be necessary for the employee on leave to notify the Board Secretary no later than one (1) month prior to the expiration of such leave whether said employee intends to return to his former position. In the event the Board Secretary is not so notified, the Employer shall have no obligation to return said employee to his employment. The Employer shall have the right to fill a vacancy on a temporary basis which is created by granting an employee a leave of absence.

#### ARTICLE XLIX 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 personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medial authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
1. Full time employees shall be allowed, without deductions from salary, twelve (12) days sick leave per year. The Employer agrees to grant an additional sick day with pay to make a total of thirteen (13) to all employees within the bargaining unit who have ten (10) years or more of service, effective 1981-82. The number of years accumulated is determined by the employee's date of hire. For example, an employee hired between July 1 and December 1, 1991 shall have five (5) year anniversary date of July 1, 1996. An employee hired between January 1, 1992 and June 30, 1992, shall have a five (5) year anniversary date of July 1, 1997.

2. Effective July 1, 2009, the payment for unused days at the time of retirement or lay off to the employee with ten (10) years service shall be at the following rates, up to a maximum payout of \$6300.00 per person:

0-100 days	\$30 per day
101-200 days	\$31 per day
201+ days	\$32 per day

If the employee dies while employed, his beneficiary shall receive the accumulated sick leave. Payment of this unused cumulative sick leave shall be in accordance with one of the following employee options:

- a. Lump sum in July immediately following retirement.
- b. Lump sum in January of the school year following the school year of retirement.
- c. One-half in July of the retirement year and one-half in the following January.

The employee must submit a letter at retirement designating which of the above three options he/she wishes to have this benefit conferred.

- B. An employee is entitled to one (1) day of sick leave with pay for each full month of employment in the first year of his employ.
- C. Unused sick leave is accumulative.
- D. Prolonged Absence Beyond Sick Leave Period. When absence under the circumstances described in Section 6 of this Article, exceeds the annual sick leave and the accumulated sick leave, the Employer 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 for such length of time as may be determined by the Employer in each individual case.
- E. No employee shall lose accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the employee accumulate any additional days of allowance during the leave of absence.

In addition, sick leave shall also be defined for any absence or illness requiring a visit to a doctor or dentist. After five (5) consecutive days of absences, the Employer may request a doctor's slip from the employee.

- F. If a custodian is absent, the work in that building will be reallocated and scaled down to cover the areas considered most important, such as bathrooms, cafeterias, wastepaper baskets, blackboards etc.

ARTICLE L  
ABSENCE FOR PERSONAL REASONS

- A. The employee shall be entitled to five (5) days leave per year with pay for absence due to personal emergencies with the prior approval of the Department Head. Application to the Employer or designee for personal leave shall be made at least two (2) days before taking such leave except in the case of unforeseen emergencies. The employee shall not be required to state the reason for taking the leave.
- B. Personal leave as defined by this Article is not accumulative. Employees may transfer a maximum of three (3) unused personal emergency days to their sick leave bank yearly. Unused Death in the Family days are not eligible for transfer to the sick leave bank.
- C. Three (3) days leave shall be available to attend funeral services for each death in the immediate family or immediate household. Immediate family is defined as including exclusively the following relatives of the employee: mother, father, grandparents, brothers, sisters, mother-in-law, father-in-law, spouse, children, sister-in-law, brother-in-law, and persons living in the immediate household.

ARTICLE LI  
ABSENCE FOR COURT APPEARANCE OR JURY DUTY

- A. Absences from work by reason of a subpoena or summons issued by any Court shall be allowed, with full pay, provided the subpoena or summons is recorded with the Board Secretary's office and the Court action arises out of or in the course of the employee's employment. This provision shall not apply to absences resulting from any employee's processing of his personal Workers' Compensation claim. Such absences shall be without pay.
- B. Should an employee be required to serve on jury duty, the Board Secretary shall be notified and said employee shall suffer no loss of pay or time while so serving. All full-time employees shall be entitled to receive from his Employer his usual compensation for each day he is required to serve for jury duty.
- C. Employees receiving summons, subpoenas, or jury duty notices must provide a copy of same to the Department Head within a reasonable time, but no less than 7 calendar days prior to the reporting date. Employees must report to work on any day on which they are not required to serve as a juror or witness.
- D. Proof of service as a witness or juror must be provided in order to receive payment for these days.



ARTICLE LII  
RIGHTS AND PRIVILEGES OF ASSOCIATION

- A. The Employer agrees to furnish to the Association or its representative, in response to reasonable requests from time to time, available public information.
- B. Whenever any representative of the Association, or any Custodian or Maintenance employee participates during working hours in grievance proceedings, conferences or meetings, with the approval, of the Board Secretary, he shall suffer no loss in pay. In case of emergency, oral approval shall be sufficient, providing that written confirmation follows within three (3) days. Negotiations are excluded.
- C. The Association and its representatives shall be granted use of the school buildings at reasonable hours for meetings, provided prior written approval is obtained from the Board Secretary or his designee.
- D. The Association shall have the right to use the school interoffice mail facilities providing it obtains authorization from the Board Secretary and such use does not conflict with the normal school mail operations. A copy of any such mail shall be filed with the Board Secretary prior to being placed in the school mail facilities.
- E. The officials or any authorized representative of the officials of the Association shall be permitted admission to the Employer's facilities at reasonable hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto or for assisting in the adjustment of grievances. The officials or representatives of the Association shall notify the Employer upon their arrival.

ARTICLE LIII  
VETERANS RIGHTS AND BENEFITS

- A. The seniority rights of all employees who enlist or who are drafted during time of war or national emergency pursuant to an appropriate law now in force, or to be enacted shall be maintained during such initial period of military service. Each such employee shall have the right to reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.
- B. Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.
- C. The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment of said employer's seniority rights and shall pay the difference between such service pay and eight (8) hours straight time pay for scheduled working time lost.

- D. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for induction into Military Service.

ARTICLE LIV  
GRIEVANCE PROCEDURE AND ARBITRATION

- A. Any difference or dispute between the Board and the Association relating to the terms and provisions of this Agreement or its interpretation or application or the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall thereafter be referred to as a "grievance". A grievance to be considered under this procedure must be initiated by the employee through an informal meeting with the designated supervisor, within ten (10) days from the time when the employee learns of its occurrence.

STEP 1. Any custodian/maintenance worker who has a grievance shall discuss it first with the Association Representative and Buildings and Grounds Supervisor ("Supervisor"). If, as a result of the Supervisor's decision, the matter is not resolved to the satisfaction of the custodian/maintenance worker within five (5) school days, the custodian/maintenance worker may then meet with the Director of Buildings and Grounds in an attempt to resolve the matter informally at these levels.

STEP 2. If, as a result of the discussion with the Director of Buildings and Grounds, the matter is not resolved to the satisfaction of the custodian/maintenance worker, then such grievance shall be reduced to writing and the Association Representative shall serve the same upon the Superintendent or his/her designee no later than three (3) working days following the meeting with the Director of Buildings and Grounds.

STEP 3. No later than ten (10) working days thereafter, the grievance shall be discussed between the designated representative of the Board and a representative of the Association. A written decision shall be given to the Association no later than five (5) calendar days thereafter.

STEP 4. If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) days after receipt of the Board representative's decision, may request a review by the Board of Education or a Committee of the Board. The Board, or a Committee thereof, shall review the grievance and shall hold a hearing with the aggrieved present, and shall render a decision, in writing, within thirty (30) calendar days of receipt of the Grievance by the Board.

STEP 5. In the event the grievance is not satisfactorily settled by the written decision in STEP 4, thereafter both parties agree that within ten (10) days either party may request the State of New Jersey, Public Employment Relations Commission to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

- B. The cost of arbitration, if any, shall be shared equally by the Board and the Association,
- C. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.
- D. The arbitrator shall issue his decision in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decisions strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decision:
  - 1. Contrary to, or inconsistent with, or modifying or varying in anyway, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.
  - 2. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law and rules and regulations having the force and effect of law.
  - 3. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of, subject, however, to the decision of the arbitrator.
- E. Failure at any step in the procedure to communicate the decision on a grievance within the specified time limits set forth herein shall constitute a denial of the grievance and shall permit the aggrieved employee to proceed to the next step of the grievance procedure. Failure at any step in this procedure to appeal a grievance to the next step within the specified time limits set forth herein shall constitute an acceptance of the decision rendered at that step.
- F. It is understood that employees and the Board shall, 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.
- G. Decisions by the Board to terminate an employee at the end of his probationary period may be appealed only through Step 4.

ARTICLE LV  
MISCELLANEOUS PROVISIONS

- A. No employee shall make or be requested to make any agreement, into any understanding inconsistent or conflicting with the terms of this Agreement.
- B. Employees shall be granted one fifteen (15) minute coffee break per eight (8) hour shift. The time of the coffee break shall be designated by the Board or its designee.
- C. The Board shall provide bulletin board space for the posting of Association notices to its members. Every notice so posted shall bear the name of the person or organization responsible for it; and a removal date.
- D. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.
- E. Any custodial employee who is assigned to more than one building in a day shall be paid mileage at the prevailing government rate.
- F. Employees assigned to work alone in a building shall have a communications device provided by the Board.
- G. The Board shall not enter into a subcontracting agreement which affects the employment of employees in the bargaining unit unless the Employer provides written notice to the Association not less than 120 days before the Board implements a subcontracting agreement. The Board shall offer the Association the opportunity to meet and consult with the Board regarding the decision to subcontract, and the opportunity to engage in negotiations over the impact of subcontracting.
- H. The Board and the Association shall share the cost of printing a new contract. The Association will provide every member a signed copy of the contract.

ARTICLE LVI  
INSURANCE

See Article XXII for details.

ARTICLE LVII  
STRIKES AND LOCKOUTS

- A. It is agreed that the Association and its members shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout, for any cause whatsoever during the term of this Agreement, nor shall the Association or any of its members cause or participate in a cessation of work, slowdown, work stoppage or interference of any kind with normal operations.
  
- B. In the event of a wildcat strike, cessation of work, slowdown, or interference of any kind with normal operations, the Association agrees to promptly use its good offices to remedy the conditions.

ARTICLE LVIII  
SALARIES

- A. For the term of the contract agreement the base salary for Groundskeepers, Maintenance, and Mechanics shall be in accordance with APPENDIX D.
  
- B. The Employer has the right to hire any employee wherever the Employer chooses on the salary guide.
  
- C.
  - 1. Individuals whose first date of employment is other than July 1st shall be eligible for their first salary increment on the first anniversary date of their employment.
  
  - 2. These individuals shall be eligible for their second salary increment on the July 1st immediately following the first annual anniversary of employment.
  
  - 3. These individuals shall be eligible for all subsequent salary increments on each subsequent July 1st pursuant to the collective bargaining agreement between the Employer and the Association.

ARTICLE LIX  
SPECIAL CONTRACTS

- A. The Employer agrees to pay \$350.00 per year to each employee who holds a Black Seal License. The Employer shall also pay for the employee's renewal of the license. Beginning July 1, 2009, this shall increase to \$375.00.
  
- B. Longevity increments will be paid according to the following schedule:
  - \$150.00 increment after the completion of 10 years service.
  - \$200.00 increment after the completion of 15 years service.
  - \$225.00 increment after the completion of 20 years service.

Any employee hired on or after July 1, 1982 shall not be eligible for longevity benefits.

- C. Effective July 1, 2008, the \$175.00 monthly payment for use of personal vehicles will be eliminated. Except as noted below, employees will be entitled to, reimbursement at the NJ OMB rate for use of their personal automobile for mileage driven on behalf of the Board.

Maintenance employees receiving an automobile use stipend as of June 30, 2008 shall continue to receive a \$175 monthly automobile stipend as a "Maintenance Stipend". They will not be entitled to be reimbursed for their mileage. These employees shall be required to provide the Board with the appropriate records that reflect the mileage driven on the Board's behalf.

- D. Employees in this unit shall be classified as follows:

Custodian  
 Groundskeeper  
 Maintenance Worker  
 Truck Driver  
 Bus Mechanics

- E. Extracurricular Work

1. There will be two 8-hour shifts on Saturday and Sunday at Roxbury High School only. Two part-time employees shall cover these shifts working 16 hours per weekend, which would cover all extracurricular weekend activities, in addition to normal workload. In the event part-time employees are not available to fill these shift requirements, a full-time employee shall be called in to fill the shift requirements, on a rotating basis. A rotation shall be according to the overtime list.
2. Saturday and Sunday shifts shall be 6:30 a.m. to 2:30 p.m. and 2:30 p.m. to 10:30 p.m.

- F. Any employee who works twelve (12) consecutive hours for emergency work shall be allowed meal money not to exceed \$10.00 upon presentation of a paid receipt. The employee shall be allowed one-half hour for said meal without loss of pay.

- G. Uniforms. The Employer shall purchase each year five (5) uniforms for custodians, maintenance and grounds workers. Uniforms must be worn at all times while at work. During the summer, shorts may be appropriate, however, a uniform shirt must be worn.

1. The Employer shall purchase one (1) winter jacket or one (1) hooded insulated sweatshirt per three (3) years for all employees. Winter jacket or hooded insulated sweatshirt must be worn while at work when weather appropriate.
2. The Employer shall purchase one (1) pair of safety shoes up to a cost of \$200 per year for all employees. Safety shoes must be worn at all times while at work.

- I. Energy Conservation. Effective July 1 of each year of the Agreement, maintenance workers shall be paid a stipend of \$325.00 provided they demonstrate proficiency in energy conservation service for the preceding twelve (12) month period. The Director of Buildings and Grounds shall make the determination. Effective July 1, 2009, this should increase to \$350.00.
- J. Any current employee holding the following licenses shall be paid the following stipends provided that the Board requires the employee to use the license.

	EFFECTIVE 7/1/09	EFFECTIVE 7/1/15
Commercial Driver's License	\$375	\$384.38
Boiler	\$375	\$384.38
Electrician*	\$1300	\$1332.50
REF*	\$800	\$820.00
Asbestos	\$375	\$384.38
Plumbing*	\$800	\$820.00
Pesticide	\$375	\$384.38

\* Only one individual will be paid the stipend in these categories.  
To receive the stipend the individual must maintain current licenses and provide proof annually to the Board.

#### ARTICLE LX SAVINGS CLAUSE

Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or by any order of an administrative agency, the remainder of this Agreement or the application of any such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

#### ARTICLE LXI MODIFICATION

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 LXII MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by, the language of this Agreement in accordance with applicable laws and regulations to direct employees of the school district: to hire, promote, transfer, assign, and retain employees in

positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duty because of lack of work or for other legitimate reasons; to maintain efficiency of the school operations entrusted to them; to determine the methods, means and personnel by which such operations are to be conducted; to establish reasonable work rules; and to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

### ARTICLE LXIII FULLY BARGAINED CLAUSE

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



APPENDIX A  
TEACHER SALARY GUIDES

2017-18	Teacher's Guide						
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	PHD
1-2	52,557	55,057	56,257	57,457	59,299	61,699	64,099
3	52,857	55,357	56,557	57,757	59,599	61,999	64,399
4	53,357	55,857	57,057	58,257	59,899	62,299	64,699
5	54,102	56,602	57,802	59,002	60,799	63,199	65,599
6-8	54,852	57,352	58,552	59,752	61,799	64,199	66,599
9-10	55,852	58,352	59,552	60,752	62,804	65,204	67,604
11-12	56,862	59,362	60,962	61,762	63,814	66,214	68,614
13	58,862	61,362	63,042	63,762	66,162	67,451	69,851
14	61,162	63,662	65,138	66,062	68,462	69,681	72,081
15	63,737	66,286	68,076	68,836	71,037	72,431	74,831
16	66,587	69,250	71,076	71,914	73,912	76,287	77,831
17	69,712	72,500	74,851	75,289	77,380	79,412	81,081
18	73,112	76,062	78,981	79,723	81,154	82,812	85,981
19	76,787	80,037	82,381	83,386	85,234	87,187	89,337
20	80,737	83,966	86,537	87,196	89,618	91,233	92,500
21	84,237	87,705	91,237	91,987	93,787	95,637	98,337
22	87,737	91,246	94,737	95,487	97,388	99,143	101,837

<b>2018-19</b>		<b>Teacher's Guide</b>					
<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>PHD</b>
<b>1</b>	53,172	55,672	57,027	58,072	59,299	61,699	64,099
<b>2-3</b>	53,472	55,972	57,349	58,372	59,599	61,999	64,399
<b>4</b>	53,972	56,472	57,885	58,872	59,899	62,299	64,699
<b>5</b>	54,722	57,222	58,689	59,647	60,799	63,199	65,599
<b>6</b>	55,477	57,977	59,499	60,470	61,799	64,199	66,599
<b>7-9</b>	56,472	59,013	60,566	61,554	62,804	65,204	67,604
<b>10-11</b>	57,672	60,267	61,853	62,862	63,814	66,214	68,614
<b>12-13</b>	59,567	62,248	63,886	64,928	66,867	67,451	69,851
<b>14</b>	61,762	64,541	66,240	67,321	69,062	69,681	72,081
<b>15</b>	64,237	67,128	68,894	70,018	71,537	72,431	74,831
<b>16</b>	66,987	70,001	71,844	73,016	74,356	76,687	77,831
<b>17</b>	70,012	73,163	75,151	76,313	77,713	79,712	81,381
<b>18</b>	73,312	76,611	78,981	79,923	81,376	83,012	85,981
<b>19</b>	76,887	80,347	82,381	83,807	85,345	87,287	89,437
<b>20</b>	80,737	84,370	86,590	88,003	89,618	91,233	93,655
<b>21</b>	84,437	88,237	91,437	92,187	93,987	95,837	98,537
<b>22</b>	88,237	92,208	95,237	96,178	97,943	99,708	102,355

2019-20

## Teacher's Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	PHD
1-2	54,017	56,718	58,068	58,917	59,599	61,999	64,399
3-4	54,267	56,980	58,337	59,167	59,899	62,299	64,699
5	54,767	57,505	58,875	59,696	60,799	63,199	65,599
6	55,497	58,272	59,659	60,492	61,799	64,199	66,599
7	56,497	59,322	60,734	61,582	62,804	65,204	67,604
8-10	57,812	60,703	62,148	63,015	63,814	66,214	68,614
11-12	59,842	62,834	64,330	65,228	66,867	67,451	69,851
13-14	62,147	65,254	66,808	67,740	69,447	69,681	72,081
15	64,727	67,963	69,582	70,552	72,027	72,431	74,831
16	67,582	70,961	72,651	73,664	75,016	76,687	77,831
17	70,712	74,248	76,015	77,076	78,490	80,412	81,381
18	74,117	77,823	78,981	80,788	82,270	83,817	85,981
19	77,622	81,503	82,381	84,608	86,160	88,022	89,437
20	81,227	85,288	87,319	88,537	90,162	91,787	94,223
21	84,932	89,179	91,932	92,682	94,482	96,332	98,537
22	88,737	93,174	95,737	96,723	98,498	100,273	102,935

APPENDIX B  
SECRETARY SALARY GUIDES

**2017-18 Secretary Salary Guide**

Step	I	II	III	IV	V
1-2	40,855	42,230	43,605	44,980	47,730
3	41,855	43,230	44,605	45,980	48,730
4	43,055	44,430	45,805	47,180	49,930
5	44,855	46,230	47,605	48,980	51,730
6	46,855	48,230	49,605	50,980	53,730
7	47,105	48,480	49,855	51,230	53,980
F	-	-	50,105	51,480	-
OG	-	-	-	52,780	-

**2018-19 Secretary Salary Guide**

Step	I	II	III	IV	V
1	41,655	43,055	44,455	45,855	48,655
2-3	42,655	44,055	45,455	46,855	49,655
4	43,855	45,255	46,655	48,055	50,855
5	45,645	47,045	48,445	49,845	52,645
6	47,645	49,045	50,445	51,845	54,645
7	47,895	49,295	50,695	52,095	54,895
F	-	-	50,945	52,345	-
OG	-	-	-	53,645	-

**2019-20 Secretary Salary Guide**

Step	I	II	III	IV	V
1	42,560	43,985	45,410	46,835	49,685
2	43,560	44,985	46,410	47,835	50,685
3-4	44,760	46,185	47,610	49,035	51,885
5	46,550	47,975	49,400	50,825	53,675
6	48,520	49,945	51,370	52,795	55,645
7	48,770	50,195	51,620	53,045	55,895
F	-	-	51,870	53,295	-
OG	-	-	-	54,595	-

APPENDIX C  
PARAPROFESSIONAL SALARY GUIDES

Step	2017-2018		Step	2018-2019		Step	2019-2020
0-1	15.15		0	15.55		0-1	16.22
2	15.45		1-2	15.86		2-3	16.53
3	16.15		3	16.18		4	16.85
4	16.80		4	16.77		5	17.45
5	17.45		5	17.37		6	18.05
6	18.10		6	17.98		7	18.68
7	18.76		7	18.63		8	19.34
8	19.43		8	19.29		9	20.00
9	20.33		9	20.16		10	20.67
9A	21.33		10	21.08		11	21.45
10	21.83		11	22.05		12	22.28

APPENDIX D  
 GROUNDSKEEPERS, MAINTENANCE, & MECHANICS SALARY GUIDES

The following tables set forth the salaries for all groundskeepers, maintenance, and mechanics employees throughout the Agreement.

**Groundskeepers**

2017-2018	2018-2019	2019-2020
45,042	46,281	47,554
65,071	66,860	68,699
57,724	59,311	60,942

**Maintenance**

2017-2018	2018-2019	2019-2020
62,355	64,070	65,832
67,426	69,280	71,185
67,907	69,774	71,693
77,576	79,709	81,901
59,229	60,858	62,532
54,633	56,135	57,679
61,462	63,152	64,889

**Mechanics, 2017-2020**

2017-2018	2018-2019	2019-2020
58,198	59,798	61,442
59,427	61,061	62,740
74,305	76,348	78,448
91,941	94,469	97,067
51,691	53,113	54,574
73,544	75,566	77,644

**APPENDIX E  
EXTRACURRICULAR ACTIVITIES**

**RHS Head Coaches**

Position	2017-2018	2018-2019	2019-2020
Football	9,874	9,973	10,122
Basketball/Wrestling/Ice Hockey	8,484	8,569	8,697
Baseball/Softball/Soccer	7,560	7,636	7,750
Field Hockey/Volleyball/Lacrosse	7,560	7,636	7,750
Indoor Track/Outdoor Track/Golf	7,309	7,382	7,493
Cross Country/Swimming/Tennis	7,309	7,382	7,493
Equipment Manager/Weight Room	5,696	5,753	5,839
Cheering	4,503	4,548	4,616
Athletic Trainer Fall/Winter/Spring	7,260	7,333	7,443

**RHS Assistant Coaches**

Position	2017-2018	2018-2019	2019-2020
Football	6,576	6,642	6,741
Basketball/Wrestling/Ice Hockey	5,768	5,826	5,913
Baseball/Softball/Soccer	5,276	5,329	5,409
Field Hockey /Volleyball/Lacrosse	5,276	5,329	5,409
Indoor Track/Outdoor Track/Golf	5,001	5,051	5,127
Cross Country/Swimming/Tennis	5,001	5,051	5,127
Equipment Manager/Weight Room	4,131	4,172	4,235
Cheering	4,039	4,079	4,141

**EMS Head Coaches**

Position	2017-2018	2018-2019	2019-2020
Basketball/Wrestling/Field Hockey	5,210	5,262	5,341
Track/Cross Country	5,210	5,262	5,341
Cheering Fall/Spring	3,891	3,930	3,989

**EMS Assistant Coaches**

Position	2017-2018	2018-2019	2019-2020
Basketball/Wrestling/Field Hockey	4,431	4,475	4,542
Track/Cross Country	4,431	4,475	4,542

**Non-Coaching Assistant**

Position	2017-2018	2018-2019	2019-2020
Athletic Coordinator	6,000	6,060	6,151

**COACHING LONGEVITY**

At five years and EVERY year after, the HEAD COACH will receive an additional \$100 per year. The Freshman/Assistant Coaches will receive an additional \$50 per year. To be eligible for the LONGEVITY STIPEND, the coach must have continuous years of service (NO BREAKS IN DISTRICT) in the same sport/season.

**Extracurricular Salary Guide - Roxbury High School**

Position	2017-2018	2018-2019	2019-2020
Academic Decathlon	3,191	3,223	3,271
Band Assistant	5,184	5,236	5,314
Band Front	3,762	3,800	3,857
Percussion	3,762	3,800	3,857
Class Advisor, Freshman	1,400	1,414	1,435
Class Advisor, Sophomore	1,559	1,575	1,598
Class Advisor, Junior	1,689	1,706	1,731
Class Advisor, Senior	1,939	1,958	1,988
Concert Band	4,897	4,946	5,020
Debate	2,811	2,839	2,882
DECA	2,214	2,236	2,270
Drama Advisor	3,977	4,017	4,077
Drama Assistant	2,271	2,294	2,328
Environmental Club	2,204	2,226	2,259
FBLA	2,214	2,236	2,270
Jazz Band	3,269	3,302	3,351
Lighthouse Bible Club	1,788	1,806	1,833
Literary Magazine	2,494	2,519	2,557
Marching Band Director	7,245	7,317	7,427
Marching Band Technician 1	4,000	4,040	4,101
Marching Band Technician 2	3,000	3,030	3,075
Marching Band Technician 3	1,500	1,515	1,538
Math League	1,788	1,806	1,833
National Art Honor Society	2,429	2,453	2,490
National Honor Society	2,429	2,453	2,490
Newspaper	3,086	3,117	3,164
Peer Leadership	1,968	1,988	2,017
Prime Time Director	3,748	3,785	3,842
Science League	1,788	1,806	1,833
Student Council	3,649	3,685	3,741
Varsity R	1,788	1,806	1,833
Vocal Jazz	3,269	3,302	3,351
Vocal Music Advisor	4,608	4,654	4,724
Vocal Music Advisor Assistant	2,462	2,487	2,524
Yearbook Advisor	4,292	4,335	4,400
Yearbook Assistant	3,688	3,725	3,781
Interact	1,967	1,987	2,016
Key Club	2,836	2,864	2,907
Best Buddies	1,589	1,605	1,629
Assistant Robotics and Technology Club Advisor	1,589	1,605	1,629
S.E.A.S.	1,589	1,605	1,629

The Junior and Senior classes may each have an Advisor and an Assistant Advisor appointed. The Advisor shall receive the full stipend and the Assistant Advisor shall receive one-half of the full stipend.

Upon request of the employee, and upon recommendation of the Superintendent, extra-curricular positions may be appointed as shared positions. When the position is shared, the full stipend shall be split between those appointed.



**Extracurricular Salary Guide  
Eisenhower Middle School**

Position	2017-2018	2018-2019	2019-2020
Academic Team	2,076	2,097	2,128
Art Club	2,076	2,097	2,128
Builder's Club	2,139	2,160	2,193
Chess Club	2,076	2,097	2,128
Choral Director	3,296	3,329	3,379
Drama	3,296	3,329	3,379
Forensics	2,076	2,097	2,128
Harmonies	3,296	3,329	3,379
Intramural Advisor	3,296	3,329	3,379
Jazz Band Ensemble	3,296	3,329	3,379
Math League	2,076	2,097	2,128
News/Literary Magazine	2,428	2,452	2,489
Painting/Visual	615	621	630
Robotics and STEAM Club	2,342	2,365	2,401
Set Design	740	747	759
Student Council	2,139	2,160	2,193
EMS Yearbook	2,342	2,365	2,401

**Lincoln/Roosevelt School**

Position	2017-2018	2018-2019	2019-2020
Art	1,563	1,579	1,602
Computers	1,563	1,579	1,602
Forensics	1,563	1,579	1,602
Student Council	1,563	1,579	1,602
K-Kids	1,538	1,553	1,577

**Franklin, Jefferson, Kennedy, Nixon Elementary Schools**

Position	2017-2018	2018-2019	2019-2020
Early Act Advisor (at each school)		500	508
Big Little Advisor (Nixon)		750	761

**Roxbury High School  
Musical Play Positions**

Position	2017-2018	2018-2019	2019-2020
Director	3,331	3,364	3,415
Music Director	2,819	2,847	2,890
Choreographer	2,819	2,847	2,890
Pit Band	2,306	2,329	2,364
Vocal Director	2,050	2,071	2,102
Tech Crew Director	1,435	1,449	1,471
Set Design	1,230	1,242	1,261
Painting/Visual	1,025	1,035	1,051
Costume	820	828	841

**Eisenhower Middle School  
Musical Play Positions**

<b>Position</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>
Choreographer	1,814	1,832	1,860
Tech Crew Director	2,153	2,175	2,207
Costume	513	518	526

Upon request of the employee, and upon recommendation of the Superintendent, extra-curricular positions may be appointed as shared positions. When the position is shared, the full stipend shall be split between those appointed.

APPENDIX F  
GRANDFATHERED EMPLOYEES

The following employees are currently enrolled in Direct Access health benefit coverage and are exempt from paying the difference in cost between POS and Direct Access. These employees must make the required employee payments toward the cost of health insurance.

1. 12021801	18. 07041821	35. 20181511
2. 10021815	19. 04031815	36. 02192018
3. 10020118	20. 03061805	37. 04191115
4. 18030116	21. 23150218	38. 18041513
5. 12030821	22. 11161507	39. 07091823
6. 20030119	23. 10130920	40. 11120919
7. 04191511	24. 10190301	41. 10112113
8. 03130314	25. 13130118	42. 03081516
9. 10021809	26. 13130912	43. 11190308
10. 11022518	27. 03120116	44. 07080118
11. 04020124	28. 13132112	45. 11130302
12. 12020111	29. 12111821	46. 11110501
13. 18041523	30. 10110119	47. 18160905
14. 11040113	31. 12082504	48. 10191309
15. 10050205	32. 11111522	49. 02230912
16. 11031518	33. 01070121	
17. 03030805	34. 16192113	

APPENDIX G  
NON-GRANDFATHERED EMPLOYEES

The following employees are currently enrolled in Direct Access health benefit coverage and are not exempt from paying the difference in cost between POS and Direct Access. These employees must make the required employee payments toward the cost of health insurance.

1. 05092122	14. 10021523	27. 10190805
2. 13072120	15. 18030109	28. 10132118
3. 12130119	16. 12121514	29. 03200815
4. 10041801	17. 12020508	30. 13230912
5. 18081506	18. 19160119	31. 12220114
6. 10120912	19. 20020114	32. 13192015
7. 10060912	20. 12200518	33. 04161201
8. 10122109	21. 10161801	34. 12080514
9. 02040512	22. 02200907	35. 03220518
10. 04190905	23. 10132112	36. 04230520
11. 13030118	24. 11160112	37. 11202118
12. 04132119	25. 08190505	38. 13180922
13. 11020523	26. 06121514	

## APPENDIX H

The parties acknowledge that a limited sum of money in the form of stipends to be paid in each year to certain members to alleviate the increased insurance contributions associated with movement across Ch. 78, Tier IV brackets. For this purpose, stipends in the following amounts will be provided in contract years 2018-2019 and 2019-2020.

For the 2018-2019 school year, the Board agrees to provide a total stipend amount of \$50,000 and the Association agrees the stipend will be used to first distribute to the affected members as appropriate to alleviate the increased insurance contributions associated with movement across Ch. 78, Tier IV brackets and thereafter will be distributed to employees as the Association determines.

For the 2019-2020 school year, the Board agrees to provide a total stipend amount of \$75,000. The stipend will be used to first distribute to the affected members as appropriate to alleviate the increased insurance contributions associated with movement across Ch 78 Tier IV brackets and thereafter will be distributed to employees as the Association determines.

Payment for the above insurance stipends will be made in June of the respective school year. To be eligible for payment of the stipend, the employee must be in the employ of the Board at the time the stipend payment is issued, must have had insurance premium payments deducted from their payroll in accordance with Ch 78 Tier IV for the full respective school year. By February 28 of each school year, the Board will provide the Association with a list of eligible employees as of the date the list is generated. By April 30 of each year the Association shall return the list to the Board indicating the amount of stipend for each eligible employee, with the total not exceeding the above stipulated amount for each year. By June 30 the Board will issue payment to eligible employees still in the employ of the Board as of the payment date.

Upon full execution of the Collective Bargaining Agreement (CBA), the Board shall implement insurance changes as soon as permitted by the insurance carrier and Association members shall be notified of its effective date. Additionally, at that time, there will be an open enrollment period for employees to go to an alternative available plan.