

# **AGREEMENT**

**between**

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

**and**

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

**in the  
County of Bergen  
New Jersey**

**July 1, 2010 through June 30, 2013**

**RAMAPO INDIAN HILLS  
REGIONAL HIGH SCHOOL DISTRICT**

**BOARD OF EDUCATION**

Mr. Ira M. Belsky, President

Dr. Lynn Budd, Vice President

Mr. Thomas Bunting

Mrs. Jane Castor

Mr. Robert Gebhard

Mrs. Isabelle Lanini

Mrs. Elizabeth Pierce

Mrs. Debra Strauss

Mrs. Sadie Quinlan

**DISTRICT ADMINISTRATORS**

Dr. C. Lauren Schoen, Superintendent of Schools

Mr. Frank Ceurvels, School Business Administrator

Ms. Beverly MacKay, District Director of Curriculum and  
Articulation

Mr. Albert Evangelista, Principal of Indian Hills High School

Dr. Louis B. Moore, Principal of Ramapo High School

Ms. Athena Georgotas, District Supervisor of Special  
Education

Mr. Michael Marano, District Director of Guidance and  
Student Personnel Services

Mr. John Chang, Director of Technology

Mr. Peter Keaney, Coordinator of Facilities and Operations

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# ARTICLES GOVERNING ALL MEMBERS OF THE UNIT

## ARTICLE I RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified and non-certified personnel, full-time or part-time, as defined in Article XVII Teacher Employment, and as listed under Schedule A Teachers, Schedule A-1 Supplemental Teachers, Schedules A-2 to A-4 Job Titles, A-2 Administrative Assistants, A-3 Technical Assistants, A-4 Instructional Aides, Schedules A-5 to A-8 Job Titles, A-5 Custodian/Bus Drivers, A-6 Custodian/ Groundspersons, A-7 Custodian/Maintenance Persons, A-8 Security Aides, whether under contract, on leave, employed or hereafter employed by the Board, including:

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

but excluding:

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

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

Unless otherwise indicated, the term “teachers”, when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined. The term “administrative assistant,” when used hereinafter in this Agreement, shall refer to all non-certified employees represented by the Association in the negotiating unit as above defined, including Technical Assistants and Instructional Aides. The terms “custodians, grounds, maintenance, and security aides,” when used hereinafter in this Agreement, shall refer to all non-certified employees represented by the Association in the negotiating unit as above defined.

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

## **ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENTS**

The parties agree to enter into collective negotiation over a successor agreement in accordance with N.J.S. 34:13A-1 et seq. in a good faith effort to reach agreement on the terms and conditions of unit members’ employment. Such negotiations shall begin not later than December 15 of the calendar year preceding the calendar year in which this Agreement expires. Both parties shall submit their proposal at the first negotiating

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

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

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **ARTICLE III GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

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

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

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

#### **B. PURPOSE**

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

2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of

the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

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

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

#### C. PROCEDURES FOR ALL EMPLOYEES EXCEPT FOR CUSTODIANS, CUSTODIAN/BUS DRIVERS, CUSTODIAN/MAINTENANCE PERSONNEL, CUSTODIAN/GROUNDS, AND SECURITY AIDES

##### 1. Level One

a. An employee with a grievance must submit it in writing to the building principal and then discuss it with that building principal with the objective of resolving the matter informally. In the case of Board Office administrative assistants, the employee with a grievance must submit it in writing to his/her immediate supervisor, which may be the Business Administrator.

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

##### 2. Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) working days after presentation of the grievance, the grievant may file the grievance in writing with the Association within five (5) working days after the decision at Level One, or ten (10) working days after the grievance was presented, whichever is sooner. If the



Association determines to submit the grievance to the Superintendent of Schools, the Association shall state in writing the nature of the claim, the factual dispute, its opinion as to whether or not the grievance is meritorious, and its recommendations, including, but not in limitation, an appropriate remedy.

### 3. Level Three

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

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

#### 4. Level Four

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

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

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

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

e. Binding arbitration under this article shall apply only to administrative decisions which contravene or misapply Board policy or the provisions of the agreement, and to any other misinterpretation, misapplication or violation of Board policy or this agreement; and no grievance shall be arbitrable that involves the discipline of any employee, the non-renewal

of non-tenured employees, or any other matter for which a method of review is provided in the Division of Controversies and Disputes under the Commissioner of Education.

## 5. Rights of Employees to Representation

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

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

## 6. Miscellaneous

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

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

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

d. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the administration and the Association, subject to Board approval, and given appropriate distribution so as to facilitate operation of the grievance procedure.

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

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

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

## 7. Limitation

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

## D. PROCEDURES APPLICABLE TO CUSTODIANS, CUSTODIAN/BUS DRIVERS, CUSTODIAN/MAINTENANCE PERSONNEL, CUSTODIAN/GROUNDS, AND SECURITY AIDES

1. The employee shall first discuss his/her grievance orally with his/her immediate supervisor with the objective of resolving the matter informally. For custodians, maintenance, and groundspersons, the immediate supervisor shall be the Coordinator of Facilities and Operations; for security personnel, the immediate supervisor shall be the building principal.

2. Step 1 — In the event the grievance is not resolved informally, the Association Representative and/or the employee shall present the grievance, in writing, to the

Business Administrator within one calendar week following the attempt at informal resolution. Within one calendar week, the Business Administrator shall meet with the Association Representative and/or the employee involved, in an effort to resolve the grievance. Within one calendar week after the grievance meeting, said Business Administrator shall communicate his/her decision in writing to the Association Representative and/or the employee involved.

3. Step 2 — The Association may appeal the decision of the Business Administrator to the Superintendent or his/her designee within one calendar week after receiving the decision of the Business Administrator. The appeal shall be in writing and shall be accompanied by a copy of the Business Administrator's decision. Within two calendar weeks, the Superintendent or his/her designee shall use his/her good offices to adjust or resolve the grievance amicably.

If the efforts toward amicable adjustment do not resolve the grievance, the Superintendent or his/her designee shall hold a hearing on the grievance appeal. The Superintendent may hear witnesses or employees who participated in the first step of the grievance or any other participants and evidence relevant to the issues involved. Within two calendar weeks after the hearing, the Superintendent or his/her designee shall communicate his/her decision in writing, together with the supporting reason, to the aggrieved employee, the Association, the supervisor of the department involved, and the principal of the school.

4. Step 3 — The Association may appeal the decision of the Superintendent or his/her designee within two calendar weeks after receipt of his/her decision to the Board of Education. A hearing shall be held by the Board within two calendar weeks after receipt of the appeal by the Board's Secretary. The appeal shall be in writing and shall state the nature of the grievance; the factual allegations of the grievant and of other parties in interest; the Association's opinion as to whether or not the grievance is meritorious; and the Association's recommendations including but not in limitation, an appropriate remedy.

The Board's decision shall be made in writing not later than thirty (30) days after conclusion of the hearing and shall set forth the Board's findings of fact, reasoning and conclusions on the issue submitted.

## 5. Step 4

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

b. Within two calendar weeks after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to P.E.R.C. by either party. The parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.

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

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

e. Binding arbitration under this article shall apply only to administrative decisions which contravene or misapply Board policy or the provisions of the agreement, and to any other misinterpretation, misapplication or violation of Board policy or this agreement; and no grievance shall be arbitrable that involves the discipline of any employee, the nonrenewal of non-tenure employees, or any other matter for which a method

of review is provided in the Division of Controversies and Disputes under the Commissioner of Education.

## 6. Miscellaneous

a. The employee and the Association shall be given at least four (4) calendar days' notice, in writing, of the time and place of each hearing, at each step.

b. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Association to lodge an appeal at the next step of this procedure.

c. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement.

d. If a grievance arises from an action of authority higher than the immediate supervisor, the Association may present the grievance at Step 2 of this procedure without Step 1 thereof.

e. At each of the first two steps of this Grievance Procedure, the Board and the Association shall have the opportunity and duty to present all documentary evidence and witnesses on which each relies in support of its position. At Steps 3 and 4 of the Grievance Procedure, each of said parties shall be given the opportunity to present documentary evidence and witnesses on which it relies, but shall not be permitted to present any evidence or witnesses not presented at either Step 1 or Step 2, unless such evidence or witnesses were not known to exist and could not, by reasonable diligence, have been discovered prior to the hearing at Step 3.

f. No officer or Executive Board member, delegate, representative, or agent of a minority organization shall represent the aggrieved employee in this procedure.

g. An employee who is not an Association representative or such representative's designee shall not accompany or act on behalf of an aggrieved employee in this procedure in more than two (2) grievances during a calendar year.

h. No reprisals of any kind shall be taken by the Board or by any member of the administrative staff against any party in interest, any Association Representative, or any other participant in the Grievance Procedure by reason of such participation.

i. It is understood and agreed that employee(s) shall, during and notwithstanding the pendency of any grievance, continue to carry out and observe all assignments and applicable rules and regulations until such grievance and any effect thereof is fully determined.

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

## 7. Limitation

Any grievance not presented in writing to the Business Administrator within thirty (30) days after the grievant knew or should have known of the event or events upon which the claim is based, shall conclusively be deemed waived by the grievant or grievants.

## **ARTICLE IV EMPLOYEE RIGHTS**

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



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

C. Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then that employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.

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

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

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

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

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

H. Complaints regarding a unit member made to any member of the administration by any parent or student shall be communicated to the member involved without delay, within five (5) work days. The unit member may thereupon request a conference with the complainant, and if the complainant is

willing to attend such a conference, one shall be scheduled by the administrator involved. The unit member, at such conference, shall be given a full opportunity to respond to the complaint.

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

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

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

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

## **ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES**

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

The Board will deliver a copy of the proposed agenda for public Board meetings if and when copies thereof are delivered

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

The Board agrees to make available to the President of the Association and/or a designated representative, for inspection and/or copying in response to reasonable requests from time to time, annual financial reports and audits, names and addresses of all certificated personnel and such other information, as is neither privileged nor the work product of the Board or administration, which would assist the Association in developing programs.

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

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

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

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

F. The Association shall have the right to use such typewriters, copiers and duplicating equipment, computers and

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

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

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

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

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

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

I. During an orientation program for new employees, scheduled by the Board, the Association shall be allocated one (1) hour during the time when such employees are required to attend school for the purpose of conducting Association programs of any kind to which such new employees will be

invited. Nothing herein contained shall be construed to require such programs sponsored by the Association during its allotted time, and the Board shall not require, nor shall the Board discourage, attendance, however.

J. The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization purporting to represent employees in the unit for collective bargaining purposes.

K. The President shall have unrestricted use of the school day other than during an assigned homeroom period, supervision period, preparation and teaching periods, provided only that the President shall not during the course of any activity disturb, distract, disrupt or interfere with the performance of their duties by other members of the unit.

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

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

M. NOTE: The following provision only applies to custodians, custodians/bus drivers, custodians/ maintenance personnel, groundspersons, and security aides: In the event of a reduction in force, any unit member to be adversely impacted by such a reduction shall be given a minimum of sixty (60) days' notice.

## **ARTICLE VI SALARIES**

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof. The salaries of all Supplemental Teachers covered by this Agreement are set forth in Schedule "A-1" which is attached hereto and made a part hereof. The salaries of all Administrative Assistants, Technical Assistants, and Instructional Aides covered by this Agreement are set forth in

Schedules "A-2, A-3, and A-4" which are attached hereto and made a part hereof. The salaries of all custodians, maintenance and grounds personnel, security personnel, and custodian/bus drivers, covered by this Agreement are set forth in Schedules "A-5, A-6, A-7, and A-8," which are attached hereto and made a part hereof.

1. For salaries on Schedule A, Teacher Salary guide, the base salaries shall be increased by 2.0%, inclusive of increment and longevity effective July 1, 2010; by 2.5%, inclusive of increment and longevity effective July 1, 2011; by 2.5%, inclusive of increment and longevity effective July 1, 2012. All increases shall be retroactive to the date(s) referenced above, when applicable.

a. Time served during the 2003-2004 school year will count toward years of service and longevity in the District.

b. Unit members on Schedule A, Teacher Salary Guide, employed by the District during the 2010-2011 school year shall remain on their 2009-2010 step for the 2010-2011 school year, but shall be paid the appropriate salary for 2010-2011 as identified on the Teacher Salary Guide Advancement/Placement Guide in Schedule A.

c. For 2011-2012 and 2012-2013, all teachers will advance on the guide and will receive the appropriate dollar increase, as identified on the Teacher Salary Guide Advancement/Placement Guide in Schedule A.

d. Time served during the 2010-2011 school year will count toward years of service and longevity in the District.

2. For salaries on Schedule A-1, Supplemental Teacher Salary Guide, the base salaries shall be increased by 2.0%, inclusive of increment and longevity effective July 1, 2010; by 2.5%, inclusive of increment and longevity effective July 1, 2011; by 2.5%, inclusive of increment and longevity effective July 1, 2012. All increases shall be retroactive to the date(s) referenced above, when applicable.

3. For salaries on Schedule A-2, Administrative Assistants Salary Guide the base salaries shall be increased by 2.0%, inclusive of increment and longevity effective July 1, 2010; by 2.5%, inclusive of increment and longevity effective July 1, 2011; by 2.5%, inclusive of increment and longevity effective July 1, 2012. All increases shall be retroactive to the date(s) referenced above, when applicable.

4. For salaries on Schedule A-3, Technical Assistants Salary Guide, the base salaries shall be increased by 2.0%, inclusive of increment and longevity effective July 1, 2010, over the 2009-2010 base. Effective 2011-2012, the Technical Assistants shall work a twelve-month year, and their salaries shall reflect a salary increase for their increased work year, plus a 2.5%, inclusive of increment and longevity effective July 1, 2011. Salaries shall also increase by 2.5%, inclusive of increment and longevity effective July 1, 2012. All increases shall be retroactive to the date(s) referenced above, when applicable.

5. For salaries on Schedule A-4, Instructional Aides Salary Guide, the base salaries shall be increased by 2.0%, inclusive of increment and longevity effective July 1, 2010; by 2.5%, inclusive of increment and longevity effective July 1, 2011; by 2.5%, inclusive of increment and longevity effective July 1, 2012. All increases shall be retroactive to the date(s) referenced above, when applicable.

6. For Salaries on Schedule A-5 (Custodian/Bus Driver), A-6 (Custodian/Grounds), and A-7 (Custodian/Maintenance), the base salaries shall be increased by 2.0%, inclusive of increment and longevity effective July 1, 2010; by 2.5%, inclusive of increment and longevity effective July 1, 2011; by 2.5%, inclusive of increment and longevity effective July 1, 2012. All increases shall be retroactive to the date(s) referenced above, when applicable.

7. For Salaries on Schedule A-8 (Security Aides), the base salaries shall be increased by 2.0%, inclusive of increment and longevity effective July 1, 2010; by 2.5%, inclusive of increment and longevity effective July 1, 2011; by 2.5%, inclusive of increment and longevity effective July 1, 2012. All increases shall be retroactive to the date(s) referenced above, when applicable.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII SICK LEAVE**

### **A. Definition of Sick Leave**

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of physical disability



due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

**B. Sick Leave Allowable**

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

**C. Payment of Sick Leave for Service-Connected Disability**

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

**D. Accumulated Sick Leave**

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

**E. Credited with Unused Sick Leave**

Whenever the Board of Education employs any person who has an unused accumulation of sick leave days from

another school district in New Jersey, the Board may, at its discretion, grant, not later than the end of the first year of employment, part or full credit therefore. The amount of any such credit shall be fixed by resolution of the Board uniformly applicable to all employees and subject to the provisions of Chapter 30 of Title 18A, Revised Statutes.

F. Certificate Issued Showing Unused Sick Leave

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

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

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

H. Physician's Certificate Required for Sick Leave

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

I. Prolonged Absence Beyond Sick Leave Period

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

J. Power of Board of Education to Pay Salaries

Nothing in this Article shall affect the right of the Board of Education to fix either by rule or by individual consideration,

the payment of salary in cases of absence not constituting sick leave, or to grant sick leave over and above the minimum sick leave as defined in this chapter or allow days to accumulate over and above those provided for in Section B, except that no person shall be allowed to increase his/her total accumulation by more than fifteen (15) days in any one (1) year.

#### K. Twelve-Month Employees

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

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

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

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

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

c. Effective with the 1996-97 contract year, Schedule A shall bear a notation of the appropriate step governing this provision.

2. Administrative assistants, technical assistants, and instructional aides in the Ramapo Indian Hills District shall receive payment for all unused sick days accumulated after June 30, 1974, as follows:

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

3. Custodians, grounds, maintenance, and security in the Ramapo Indian Hills District shall receive payment for all unused sick days accumulated after June 30, 1973, as follows:

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

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

5. As utilized herein, retirement for teachers shall be defined as TPAF, exclusive of deferred retirement. A teacher must submit his or her letter of resignation for purposes of retirement by January 1st if retirement is effective June 30th, or with six (6) months' advance notice if requirement is effective at any other time during the school year. An emergency resulting in a disability retirement will be the sole exception to this provision.

For purposes of this clause, "retirement" for administrative assistants, technical assistants, instructional aides, custodians, grounds, maintenance, and security, shall mean pursuant to PERS, but shall not include "deferred retirement." Notices of retirement received after February 1 of the year in which retirement becomes effective may result in payment for such sick days' being deferred until the following school year.

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

7. The aforementioned payment will be made to a unit member's estate in the event a unit member, otherwise eligible for payment under this provision, dies while employed in the District (this provision does not apply to custodians, custodian/bus drivers, custodian/ maintenance workers, groundspersons or security aides).

8. Effective July 1, 2007, the payout for unused sick days upon retirement for all employees except for custodians, custodian/bus drivers, custodian/ maintenance workers, groundspersons and security aides shall be modified as follows:

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

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

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

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

9. Effective July 1, 2007, the payout for unused sick days upon retirement for custodians, grounds, maintenance, and security shall be modified as follows:

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

b. For all custodial, maintenance, and grounds members, all unused sick days accumulated after July 1, 2007, will be paid out upon retirement at \$90 a day to a maximum of 200 days.

c. For all security members, all unused sick days accumulated after July 1, 2007, will be paid out upon retirement at \$45 a day to a maximum of 200 days.

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

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

10. Effective July 1, 1995, the provisions of the agreement referencing absences and leaves as they apply to custodians, custodian/bus drivers, custodian/maintenance workers, and groundspersons shall apply to all Security Aides.

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

## **ARTICLE VIII TEMPORARY LEAVES OF ABSENCE**

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

### **A. Definition of Terms**

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

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

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

1. Up to five (5) days for death in the immediate family, without deduction of pay.

2. Up to three (3) days for death in the family, without deduction in pay (note that custodian/bus drivers, custodian/groundspersons, custodian/ maintenance employees and security aides are only entitled to up to three (3) days per work year for attending the funeral of a member of the family, without deduction in pay).

3. Up to a total of four (4) days per work year with full pay for personal reasons.

a. Requests by a teacher for such leave shall be submitted in writing at least three school days in advance [two work days for administrative assistants, technical assistants, instructional aides, custodians, maintenance, grounds, security, custodians/bus drivers], except in cases of extreme emergency. Absences covered by this provision shall not, except in cases of extreme emergency, be permitted on the days immediately preceding or following a weekend, school holiday, vacation, or recess period.

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

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

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

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

7. Full deduction (1/190th, for teacher members and ten-month administrative assistants and instructional aides, 1/260th for twelve-month administrative and technical assistant members, 1/260th for twelve-month custodians, maintenance, grounds) of the annual contract salary) if absence is in excess of the days allowable for reasons given in this Article. The per diem rate (and thus the denominator for the deduction rate) for security aides shall be based upon the pupils' school calendar.

C. Absence for Professional and Legal Reasons

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

D. Schedule of Pay Deductions

1. When a unit member has used during any school year the ten (10) days sick leave allowable by law for ten-month employees, or twelve (12) days sick leave for twelve-month employees, and all accumulated sick leave allowed under the provisions of this contract, full deduction (the *per diem* rate listed in Article VIII.B.7) of the annual salary will be made for each day's absence unless leave is extended by vote of the Board of Education.

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

E. Report of Reason for Absence

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

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

**ARTICLE IX  
EXTENDED LEAVES OF ABSENCE**

**NOTE:** This Article does not apply to custodians, custodian/bus drivers, custodian/maintenance workers, groundspersons or security aides.

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



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

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

#### D. Maternity Leave of Absence

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

##### 1. Definition:

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

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

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

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

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

## 2. Procedure:

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

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

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

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

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

e. Any unit member under tenure or who has received a tenure-year contract shall be granted maternity leave for an additional academic school year upon request. A unit member on such maternity leave shall notify the Board in writing by March 1st of the school year preceding the school

year in which she is scheduled to return to active employment of her intention to request additional leave. If the employee does not provide a statement of intention to return to work, or fails to commence work when he/she was scheduled to return, the Board may pursue the matter according to the certified letter writing procedure described in Section d, herein.

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

g. The Board may require an employee during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which she has been assigned.

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

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

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

fitness to return to her duties prior to the expiration of the recuperative period.

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

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

#### E. Paternity Leave of Absence

The Board shall grant any male employee an unpaid leave of absence to provide necessary care for his newborn child to the same extent and by the same procedure provided for maternity leaves above, provided, however, that if both parents are employees of the Board, only one parent may apply for and be granted child rearing or maternity leave.

#### F. Adoption

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE X PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY**

**NOTE:** This Article does not apply to custodians, custodian/bus drivers, custodian/maintenance workers, groundspersons or security aides.

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

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

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

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

3. For the purpose of self-defense; and

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

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

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

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

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

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

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

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

## **ARTICLE XI INSURANCE PROTECTION**

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

A. 1. Effective July 1, 2011, the health insurance plan shall be the Horizon Blue Cross Blue Shield of New Jersey "SEHBP Mirror Plan." The term "SEHBP Mirror Plan" shall refer to the School Employees Health Benefit Plan and shall mirror or copy the SEHBP Direct 10 or Direct 15 Plans, and shall include the POS plan in existence on June 30, 2011. The Board shall provide timely notification to all eligible employees of any plan changes.

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

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

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

B. BeneCard BeneRx Prescription Benefit Plan - co-pay (\$0 co-pay for generic drugs, \$10 for brand name) with a \$1,000 maximum cap per calendar year per individual covered.

1. Effective January 1, 2003, the maximum cap per benefit year per individual covered shall be increased to \$1500.

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

Retail Generic CoPay.....	\$10
Retail Preferred Brand Name CoPay.....	\$20
Retail Non-Preferred Brand Name CoPay .....	\$35
<b>(34-Day or 100 units)</b>	
Mail Order Generic CoPay .....	\$20
Mail Order Preferred Brand Name CoPay .....	\$40
Mail Order Non-Preferred Brand Name CoPay .....	\$70

**(90-Day Supply)**

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

4. Actual costs of filling a prescription and all co-pays and prescription drug expenses in excess of the annual \$1500 maximum are subject to reimbursement under the Major Medical portion of the health insurance programs at 80% after deductible and 100% after the \$400 out of pocket coinsurance maximum has been met.

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

C. Delta Dental dental plan with a \$100.00 employee and \$300.00 family deductible per calendar year. Employees will be provided an opportunity to enroll in the Preferred Provider Option (PPO) if a minimum fifty (50) employees are enrolled.

D. For all employees who are returning to work for the ensuing school year, the Board shall pay premiums sufficient to keep the insurance coverage in effect without interruption.

E. All new employees shall be enrolled in the health-care insurance protection on the 1st of the month succeeding that on which they are employed.

F. If available from the insurance carrier, the Board shall provide to each employee a description of the health-care



insurance provided under the Article, same to be provided at the beginning of the school year.

G. 1. The parties agree that the definition of a full-time teacher for purposes of medical benefits shall be one who is employed on a regular basis for the school year and whose assignment is .8 or greater. The definition of full time for purposes of medical benefits for all other unit members shall be one who is employed on a regular basis for the work year and whose assignment is thirty-one (31) hours or greater.

2. Notwithstanding G.1 above, the parties agree to grandfather any employee who was receiving health benefits during the 1996-97 school year so that he/she will continue to receive them. If an employee receiving benefits during the 1996-97 school year is reduced in force, he/she will continue to receive health benefits if employed at .5 or greater. If an employee receiving health benefits during the 1996-97 school year loses his/her position and is subsequently rehired, he/she will receive health benefits as long as he/she is reemployed at .5 or greater.

H. Effective September 1, 1999, unit members shall be entitled to waive coverage in any of the insurance plans and receive 25% of the cost savings for medical coverage and 50% of the cost savings for prescription drug and dental coverage that accrue to the Board under that option.

1. A member will be able to waive one, two, or all of the coverages (that is, medical, prescription drug, and/or dental).

2. Such waiver will be made in writing on or before May 1st for each succeeding year. In a significant change of circumstances, e.g., death of spouse, an employee may reenroll if allowed by the Plan(s) with the pro-rated return of the amount received by the employee as a result of such waiver.

3. The tax liability of all members (including those not opting for the Cash Out) shall be protected under a 125 Plan.

4. The details of the 125 Plan are on file in the Office of the Business Administrator.

I. The Association and its members recognize that the Board's goal continues to be to encourage employees to avail themselves of the POS plan by making that plan design more acceptable to the Association. The modifications to the POS plan and the incentives offered are consistent with that goal. The Association recognizes this position and the BOE's desire

to have the opportunity to market the POS plan to the staff. The Association and the Board, if asked in the selection process, will provide factual information that will aid unit members in making the appropriate choice for their individual situation.

J. 1. Effective July 1, 2007, for their first four years of service, all new hires will be enrolled in a POS plan with an 80/20 out of network benefit, with an out-of-network out-of-pocket maximum of \$1000/\$2500.

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

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

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

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

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

## **ARTICLE XII DEDUCTIONS FROM SALARY**

A. The Board agrees to deduct local and affiliated Association dues from the salaries of employees, upon request, in compliance with Chapter 233, N.J. Public Laws of

1969 (NJSA 52:14-15.9e) and under the rules and regulations of the NJ State Department of Education pertaining thereto.

## B. Representative Fee

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

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

The Association will certify to the Board, prior to the start of each membership year, that the amount of the representation fee to be assessed does not exceed 85% of dues, fees, and assessments that are expended, a)for partisan, political, or ideological activities or causes that are only incidentally related to terms and conditions of employment, or b)applied toward the cost of benefits available only to members of the majority representative.

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

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

The Association, before any deductions are made, will first establish a demand and return system. This system will provide that a non-union member may appeal the amount of the representation fee assessed against him/her. The

Association will provide the non-member with a full and fair hearing, and has the burden of proof in justifying the amount of the fees. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal further. All funds in this instance will be held in escrow during that period of time.

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

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

The procedure explained above will apply to all Association members and not just to those who pay a representation fee. This statement is meant to provide equal treatment for Association and non-Association members. The Board will endeavor to comply with the foregoing, but the Board shall not be liable to the Association for any deductions under this paragraph which it fails to make.

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

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

A. For each school building, the Association shall select a liaison committee which shall meet with the principal not less frequently than once a month during the ten (10)-month work year, and in addition, when either party deems the meeting desirable to review and discuss local school problems and practices and to play an active role in the revision or development of building policies. Accurate minutes of each

meeting shall be kept by the Chairperson of the TASC and when approval of these minutes has been given by the principal and the TASC Chairperson, copies of said minutes shall be sent to the President of the Board of Education, the Superintendent of the District and the President of the RIHEA. Said committee, whenever possible, shall consist of the following:

1. one (1) representative for first-year teachers;
2. one (1) representative for non-tenured teachers;
3. three (3) representatives for tenured teachers;
4. one (1) representative for non-tenured administrative assistants;
5. two (2) representatives for tenured administrative assistants;
6. two (2) representatives for custodians, grounds, maintenance, security, custodian/bus drivers;
7. one (1) representative appointed by the Association President.

B. The Teacher Administration Support Staff Liaison Committee shall not replace the Grievance Procedure nor the Negotiations Procedure. All negotiations will take place at the negotiations table, and all grievances shall follow the grievance procedure.

## **ARTICLES GOVERNING TEACHING STAFF MEMBERS OF THE UNIT**

### **ARTICLE XIV IN-SCHOOL WORK YEAR**

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

1. Notwithstanding the requirements of Article XIV.A above, the in-school work year shall be 187 days for all staff that have participated in twenty-one (21) hours of professional

growth, curriculum development, and/or in-service training prior to the 187th day.

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

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

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

d. Each teacher shall have the opportunity to design a personal plan to meet the twenty-one (21) hours. Such plan shall be submitted to the teacher's immediate supervisor and/or to the building principal for approval. Provided such plan meets district or school goals, or reflects the needs of a teacher's Professional Improvement Plan, approval shall not be unreasonably or unduly denied.

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

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

2. In the event that any staff member is unable to satisfy the twenty-one (21) hour time exchange (or any portion thereof) prior to the 187th day of school, said staff member shall be required to be in attendance on the 188th, 189th and/or 190th day to participate in such professional growth,

curriculum development, and/or inservice training as may be determined by the teacher and his/her subject supervisor and/or administration.

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

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

3. The twenty-one (21) hours of professional training in which each teacher participates in shall be counted toward that teacher's attainment of the 100 hours of professional development experiences over a five year period required by N.J.A.C. 6A:9-15, Required Professional Development for Teachers.

a. In order to count toward the teacher's attainment of the 100 hours of professional development, all professional development experiences must meet the requirements of the Professional Development Standards set forth in N.J.A.C. 6A:9-15.2 and the Professional Standards for Teachers as referenced in N.J.A.C. 6A:9-3.3.

b. Successful completion of the twenty-one (21) hours each year shall be deemed sufficient annual progress toward the 100-hour requirement.

c. It is understood that, except as needed to complete the 100-hour requirement within five (5) years, or as may be required by an individual professional development plan, teachers shall not be required to complete any additional professional development hours beyond the twenty-one (21) each year.

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

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

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

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

6. Any teacher who provides in-district training experiences for colleagues shall not receive credit toward the completion of his/her in-district requirement, but shall receive credit toward the State's 100-hour obligation and shall be compensated at the presentation rate of hour for hour for delivery of instruction time plus two hours preparation time for each hour of delivery time at the participation rate. Facilitators, if approved by the Committee, shall receive credit toward their in-district requirement (if approved by the LPDC) and shall be paid of preparation time at the participation rate.

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

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

c. In accordance with the regulations for professional development for teachers as set forth in N.J.A.C. 6A:9-15.1 through 15.6, the hours spent in providing professional development experiences for colleagues shall count toward his/her 100-hour obligation as follows:

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

(2) The teaching or presenting of the same or a similar course or workshop shall count toward the 100-hour requirement only once in a five-year cycle.

d. Staff members who provide in-district training for this program as delineated above shall be compensated



according to the provisions of Article XXIV, Section J, Professional Development and Educational Improvement.

7. The District and the Association shall establish a method of recording and documenting the number of hours toward the twenty-one (21) hour fulfillment and toward the 100-hour obligation.

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

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

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

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

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

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

(2) a .50 supplemental teacher shall be responsible for six (6) hours;

(3) a .25 supplemental teacher shall be responsible for three (3) hours.

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XV TEACHING HOURS AND TEACHING LOAD**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. The teachers' day shall end at the close of the pupils' day on two (2) Mondays during the school year, for the purpose of attending Association meetings. At the commencement of the school year, the Association shall notify the Administration of the dates on which it intends to hold the meetings. The Administration shall notify supervisors of these two (2) Monday Association meetings so that they may avoid scheduling conflicts.

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

2. The Association acknowledges the right and authority of the Board of Education to again determine to change each or any of these nine-period schedules. Such change(s) may result in an increase of the instructional and supervision time,

and / or a decrease in the preparation time provided in the nine-period schedules. In the event the Board does change these schedules, the instructional, supervision, and preparation time will revert to those levels in effect at Ramapo High School in the 1987-88 schedule and at Indian Hills High School in the 1988-89 schedule.

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

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

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

4. It is agreed that the additional time must be scheduled either directly before or directly after the Supplemental Teacher's regular schedule and there shall be no assignments of the additional hour and a half at times other than directly before or directly after the regular schedule.

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

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

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

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

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

M. 1. The parties agree to the establishment of a Joint Committee on Scheduling to study and make recommendations regarding flexible or alternative scheduling as it relates to District classes, programs, and services. This committee shall be comprised of at least six members selected by the RIHEA and at least six members selected by the BOE. This Committee will begin meeting no later than September 26, 1997, and will report back to the RIHEA and the BOE no later than March 15, 1999. The Committee's recommendations shall be in writing and shall be submitted to both the RIHEA and the BOE so that each will have the opportunity to negotiate those portions of the recommendations that are negotiable. It is the intent of the parties that such negotiations be finalized for inclusion in a contract that succeeds the current agreement.

2. Any proposal to change and/or modify the schedule in place in 1996-97 for 1999-2000 will be a two-year Pilot Program. Any changes or modifications to the schedule in place in 1996-97 that are implemented in 1999-2000 will be reviewed by the parties by May, 2000, for purposes of revision. These revisions, if appropriate, will be incorporated into the agreement. If no agreement is reached, contract language will revert back to its original wording (Article VII - Teaching Hours and Teaching Load -1994-1996).

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

2. Such a staggered schedule shall begin no more than one hour before the start of the staffs' in-school workday and

shall end no more than one hour after the end of such in-school work day.

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

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

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

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

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

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

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

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

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

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

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

4. For each year covered by this Agreement, compensation for such an additional assignment shall be

\$9,530 per year or pro-rated part thereof. All such compensation shall be subject to all the regular deductions normally taken from an employee's paycheck, and thus, shall be fully pensionable.

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

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

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

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

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

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

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

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

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

P. 1. The contract obligations for full time teachers shall be twenty-five (25) teaching periods per week, five (5) supervisory periods per week, ten (10) preparation periods per week, and 131 additional minutes per week (to include an extra forty-five (45) minutes per month for long faculty and department



meetings plus thirty (30) minutes after school for four (4) days per week.

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

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

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

## **ARTICLE XVI NON-TEACHING DUTIES**

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

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

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

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

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

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

## **ARTICLE XVII TEACHER EMPLOYMENT**

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

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

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

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

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

position on the salary schedule above that at which they left. Teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system from leave for the Peace Corps, VISTA, or National Teacher Training Corps, be returned to a position on the salary schedule at the level at which the employee left for the leave of absence, except that if that teacher left at the end of a school year or after January 15 of a school year, he/she shall be advanced to the next appropriate step on the guide.

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

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

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

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

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

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

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

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

4. If a teacher leaves at the end of a school year or works ninety-six (96) days (including sick and personal days

and hours for professional development) of that last year, he/she be advanced to the next appropriate step on the guide.

### **ARTICLE XVIII TEACHER ASSIGNMENT AND REASSIGNMENT**

A. In order to assure that pupils are taught by teachers working within their area of competence, teachers shall not be assigned to a subject assignment outside of the scope of their teaching certificates.

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

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

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

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

F. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school

travel. Such teachers shall be notified of any changes in their schedules as soon as practicable, it being acknowledged that N.J.S.A. 34:13A-25 prohibits disciplinary transfers between work sites.

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

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

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

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

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

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

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

## **ARTICLE XIX SUMMER SCHOOL**

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

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

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

## **ARTICLE XX TEACHER EVALUATION REPORTS**

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

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

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

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

such material, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

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

**ARTICLE XXI  
TEACHER FACILITIES**

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

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

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

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

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

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

B. Each school shall have the following facilities:

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

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

3. Free and adequate off-street parking facilities identified exclusively for staff use, and which shall be used

exclusively by the staff, with the sole exceptions of (1) a limited number of spaces adjacent to the auto shop, for use in the auto mechanics program; (2) spaces for physically handicapped student drivers;

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

5. Copies, exclusively for each teacher's use, of all basal texts used in each of the courses he/she is to teach;

6. Adequate chalkboard space in every classroom where needed;

7. A dictionary in every classroom;

8. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.

C. The Board shall provide gym uniforms for physical education teachers in accordance with specifications agreed to by the Board's Business Administrator and the Physical Education Subject Supervisor, smocks for art and family and consumer science teachers, and shop coats for vocational and industrial technology teachers. Proper laundering service for all of said items shall be provided without charge to the teachers.

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

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

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



## **ARTICLE XXII SABBATICAL LEAVES**

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

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

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

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

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

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

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

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

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

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

H. It is understood that provisions of this Article XXII shall be suspended for the term of the within Agreement, namely for 2010-2013, except that up to two (2) one-half (1/2) pay sabbatical leaves of absence may be granted in each academic year to qualified applicants in accordance with the terms and provision of this Article XXII, except that Section E shall not be applicable and, in lieu thereof, compensation shall be at fifty percent (50%) of the base salary which the teacher would have received if such teacher had remained on active duty.

### **ARTICLE XXIII SUBSTITUTES**

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

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

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

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

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

4. Reassignment of teachers from their preparation period, for which teachers will be paid at the rate agreed upon in Paragraph C above.

## **ARTICLE XXIV PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

### **A. General Principles**

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

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

3. All work taken must meet the minimum of "B" or better. In a pass-fail course, a "pass" will be considered the equivalent of a "B" for purposes of tuition reimbursement.

4. A course load should not exceed six (6) hours work during a school semester without the approval of the building principal. Not more than nine (9) hours shall be approved during the school semester. Course work during the summers shall be unlimited.

5. The rights of the employee to recourse through the grievance policy shall not be abrogated.

6. To be considered eligible for tuition reimbursement, all courses must receive prior approval by the Superintendent. To be approved, courses must be in a Master's Degree Program, or graduate courses considered to be appropriate to a teacher's previous education, experience, and professional responsibilities, or professional improvement courses directly related to the educational process or foundation of education.\* In approving courses for tuition, reimbursement, a primary consideration will be probable benefit to the students, and the improvement of instruction. Restricted from tuition reimbursement eligibility are courses in administration, and undergraduate courses. If undergraduate courses are necessary for continuing the teacher's provisional certification, these courses shall be eligible for tuition reimbursement only:

\*Advanced Philosophy of Education, Community Relations, Human Relations, Psychological Foundations of Education, Advanced courses in the Behavioral Sciences, Social Psychology and Anthropology in Education, Educational Media and Practices, Production of Instructional Resources, Advanced Psychology of Adolescence, Secondary School Curriculum, Education and Vocational Guidance, Advanced Methods of Teaching in Secondary Schools.

7. Online courses (in accordance with Article XXIV.A.6) shall be eligible for tuition reimbursement and salary credit with prior approval of the Superintendent, provided that they are provided through a duly authorized institution of higher education as defined in *N.J.S.A. 18A:6-8.5*.

8. Teachers shall receive appropriate salary credit for completed course work toward advanced degrees as of September 1 and February 1 of each school year, providing all course work has been completed prior to that date.

B. B.A. +15 Credits (to become effective in 1970-71)

All courses taken in an individual's area of specialization and teaching assignment or for an M.A. degree in an accredited college or university shall be recognized for salary credit.

C. Master's Degree

All courses taken for an M.A. degree in an accredited college or university shall be recognized for salary credit.

D. Master's Degree +15 (to become effective in 1971-72)

1. An individual with a Master's degree outside his/her area of specialization and teaching assignment shall receive credit for no more than eight (8) credits outside his/her area of specialization and teaching assignment. The other seven (7) credits shall be in his/her area of specialization and teaching assignment.

2. An individual with a Master's Degree in his/her area of specialization and teaching assignment shall be allowed 10 credits outside his/her area of specialization and teaching assignment for salary credit.

3. Courses taken prior to receiving the Master's degree shall not be applied to the M.A. +15 schedule.

## E. Master's +30 Credits

1. An individual with a Master's Degree outside his/her area of specialization and teaching assignment will receive salary credit for no more than fifteen (15) credits outside his/her area of specialization and teaching assignment. The other fifteen (15) credits shall be in his/her area of specialization and teaching assignment.

2. An individual with a Master's Degree in his/her area of specialization and teaching assignment shall be allowed twenty (20) credits outside his/her area of specialization and teaching assignment for salary credits.

3. Courses taken prior to receiving the Master's degree shall not be applied to the M.A. +15 schedule.

## F. Special Considerations

1. An individual in the District's employ at this time who has been accumulating credits shall have his/her Master's +15 electives allowance prorated on the basis of 1 to 1 if he/she has a Master's degree outside his /her area of specialization and teaching assignment. (Example: a teacher with nine (9) credits beyond the Master's degree as of this date shall have three (3) credits in his/her area of specialization and teaching assignment to complete the Master's degree +15 requirements.)

2. An individual in the District's employ at this time who has been accumulating credits shall have his/her Master's +15 electives allowance prorated on the basis of 1 to 2 if he/she has a Master's degree in his/her area of specialization and teaching assignment. (Example: a teacher with nine (9) credits beyond the Master's degree as of this date shall have two (2) credits in his/her area of specialization and teaching assignment and four (4) credits in electives to complete the Master's degree +15 requirements.)

3. An individual in the District's employ at this time who has been accumulating credits shall have his/her Master's +30 electives allowance prorated on the basis of 1 to 1 if he/she has a Master's degree outside his/her area of specialization and teaching assignment. (Example: a teacher with twenty (20) credits beyond the Master's degree as of this date shall have five (5) credits of electives and five (5) credits in his/her area of specialization and teaching assignment to complete the Master's degree +30 requirements.)

4. An individual in the District's employ at this time who has been accumulating credits shall have his/her Master's +30 electives allowance prorated on the basis of 1 to 2 if he/she has a Master's degree in his/her area of specialization and teaching assignment. (Example: a teacher with eighteen (18) credits beyond the Master's degree as of this date shall have four (4) credits in his/her area of specialization and teaching assignment and eight (8) credits in electives to complete the Master's degree +30 requirements.)

5. All courses approved and for which registration has taken place for the Spring Semester of 1969 shall be honored within the intent of the above. Proration shall start after such approved courses.

6. Prior administrative approval shall be received if the employee's credits are to be applied to either tuition reimbursement or salary credit.

G. Tuition reimbursement shall not exceed \$1600 per teacher, per year; up to 6 credits per year for each year covered by this Agreement.

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

H. Effective September 1, 1999, the Board agrees to allocate \$75,000 per school year (July 1 to June 30) for tuition reimbursement.

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

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

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

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

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

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

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

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

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

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

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

Program. As such, performance evaluation and/or observation should not be part of the 2010-2013 Staff Development Programs.

**ARTICLE XXV  
LONGEVITY**

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

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

**Tier One**

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

**Tier Two**

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

**Tier Three**

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

**Tier Four**

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

**Tier Five**

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

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

**Step A**

BA/MA Degree: 4th - 11th year of service: .....\$1,625

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

**Step B**

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

D. Members of the unit with more than sixteen (16) years of service to the District shall be eligible to receive both the Tier



Levels identified in 1 above and the Step Levels identified in 2 & 3 above.

**ARTICLE XXVI  
NON-TENURED TEACHERS**

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

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

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

**ARTICLE XXVII  
PART-TIME TEACHERS**

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

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

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

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

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

1. Sick Leave,
2. Temporary Leaves of Absence,

3. Extended Leaves of Absence,
4. Professional Development and Educational Improvement, and
5. Insurance Protection.

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

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

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

See Appendix A for  
Part Time Teacher Work Week Obligations

#### **1/5 Salary**

5 Teaching Periods  
2 Supervision Periods  
1 Preparation Period

#### **2/5 Salary**

10 Teaching Periods  
4 Supervision Periods  
2 Preparation Periods

#### **3/5 Salary**

15 Teaching Periods  
5 Supervision Periods  
4 Preparation Periods

#### **4/5 Salary**

20 Teaching Periods  
5 Supervision Periods  
7 Preparation Periods

## **ARTICLE XXVIII SUPPLEMENTAL TEACHERS**

A. The salaries of all Supplemental Teachers covered by this Agreement are set forth in Schedule "A-1" which is attached hereto and made a part hereof.

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

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

D. Supplemental Teachers are to be involved in the District's Staff Development Program and other initiatives as appropriate and on the same basis as other employees. Compensation to Supplemental Teachers for work required of them beyond 21 hours per week shall be at the rate of \$59.75 for each year covered by this Agreement. Assignments that may be required for Supplemental Teachers include those listed in C. Roeser's Memorandum to R. Boonstra dated October 27, 1994, regarding this matter.

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

F. Supplemental Teachers assigned to serve as administrators or coordinators of SAT's or other tests administered to classified students shall be compensated at the rate of: \$69.14 for for each year covered by this Agreement.

G. Supplemental Teachers will receive longevity compensation as follows:

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

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

H. Effective with the 1996-97 contract year, any current District teacher who served as a Supplemental Teacher and

who has since moved to a position on Schedule A shall have those years of service credited for purposes of longevity compensation.

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

**ARTICLE XXIX  
WORK SCHEDULE**

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

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

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

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

4. Every Friday in July and August, and on those days preceding holidays, and holiday weekends all administrative assistants shall be dismissed one-half hour early.

5. On a scheduled minimum day before the Thanksgiving and Holiday Recesses, administrative assistants may leave one-half hour after the students have been dismissed provided all necessary duties have been completed for that day.

B. The work day for all Instructional Aides shall be as follows: All working days will be seven (7) hours in length, inclusive of a twenty (20) minute break period, but exclusive of a duty-free lunch period. All working weeks will be thirty-five (35) hours in length, exclusive of lunch, unless otherwise herein stipulated. The work year shall be 190 days, at seven hours per day, for a total of 1330 hours per year.

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

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

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

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

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

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

3. Every Friday in July and August, and on those days preceding holidays, and holiday weekends all technical assistants shall be dismissed one-half hour early.

4. On a scheduled minimum day before the Thanksgiving and Holiday Recesses, technical assistants may leave one half hour after the students have been dismissed provided all necessary duties have been completed for that day.

5. Effective July 1, 2011, technical assistants shall work a twelve (12) month work year.

a. Technical assistants shall be entitled to sick leave in accordance with Article VII.K.

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

c. In accordance with Article XXXIII.B.4, technical assistants who move from a ten (10) month position to a twelve (12) month position shall be given vacation credit on a one

year for one year basis for years worked in the District as a ten (10) month Technical Assistant.

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

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

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

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

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

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

**ARTICLE XXX  
OVERTIME**

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

B. For twelve month employees, the regular hourly rate will be based on 1820 hours per year.

C. For ten month employees, the regular hourly rate will be based on 1400 hours per year.

**ARTICLE XXXI  
LONGEVITY**

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

For 2010-2013	5 <sup>th</sup> year .....	\$1,000
	9 <sup>th</sup> year .....	\$1,300
	12 <sup>th</sup> year .....	\$1,500
	15 <sup>th</sup> year .....	\$1,800

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

For 2010-2013	5 <sup>th</sup> year .....	\$1,000
	9 <sup>th</sup> year .....	\$1,300
	12 <sup>th</sup> year .....	\$1,500
	15 <sup>th</sup> year .....	\$1,800

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

For 2010-2013	5 <sup>th</sup> year .....	\$300
	9 <sup>th</sup> year .....	\$600
	12 <sup>th</sup> year .....	\$900

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

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

**ARTICLE XXXII  
VACANCIES AND NEW POSITIONS**

A. Notices of all vacancies shall be posted in each school by the Board or its agent. Notices shall include salary range, title,

work year and a description of general qualifications and duties.

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

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

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

**ARTICLE XXXIII  
HOLIDAYS AND VACATIONS**

A. Administrative Assistants Employed for Ten Months

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

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

B. Administrative and Technical Assistants Employed for Twelve Months

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

4. Two weeks (10 days) of vacation allowance, taken in either a block or single days, will be permitted, based upon seniority, during time when school is in session with the approval of the immediate supervisor. Such approval shall not be unduly withheld. Administrative assistants and technical assistants will be credited for a vacation allowance after twelve (12) weeks' service.

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

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

6. Twelve-month administrative assistants and technical assistants are to be paid holidays as follows: July 4, Labor Day, Columbus Day, two (2) days for the NJEA Convention, Thanksgiving Day, the day after Thanksgiving, Holiday Recess, Washington's Birthday, Good Friday, and Memorial Day, with compensatory time to be granted in any instance where twelve-month employees are called upon to work on any of the above mentioned days.

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

Effective July 1, 2007, the Washington's Birthday holiday shall be changed to President's Day and shall be a floating holiday for all twelve-month assistants. Procedures shall be mutually developed to provide for a fair and equitable schedule for applying for and taking said floating holiday.

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

## **ARTICLE XXXIV EMPLOYEE IMPROVEMENT**

A. 1. With prior approval of the Superintendent of Schools, the Board agrees to pay 100% of the cost of tuition of job-related in-service and professional development courses taken by administrative assistants, technical assistants, or instructional aides.

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

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

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

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

D. The Board encourages the continuing professional growth of its Administrative Assistants through participation in approved professional development coursework taken outside of the regular work day. If an Administrative Assistant completes at least 14 hours of approved professional development coursework during the school year, he or she shall be eligible to take two (2) paid days off in the following July, in addition to any paid time off to which the Administrative Assistant is otherwise entitled (for a twelve-month position), while ten-month Administrative Assistants shall be entitled to two (2) days off at a time to be approved by the Superintendent of Schools or his/her designee, which approval shall not be unreasonably withheld. If an Administrative Assistant completes at least 7 hours of approved professional development coursework during the school year, he or she shall be eligible to take one (1) paid day off in the following July, in addition to any paid time off to which the Administrative Assistant is otherwise entitled (for a twelve-month position), while ten-month Administrative Assistants shall be entitled to

one (1) day off at a time to be approved by the Superintendent of Schools or his/her designee, which approval shall not be unreasonably withheld. In order to be eligible for time off, the Administrative Assistant shall enroll in professional development coursework that the Superintendent of Schools has posted as pre-approved for participation.

## **ARTICLE XXXV TRANSFERS AND REASSIGNMENT**

A. Involuntary transfers will be made only when conditions require it. The administrative assistant to be transferred shall be given every consideration possible as to available positions in the system. Seniority within the system shall be given consideration.

B. The immediate supervisor shall discuss the transfer with the employee and/or his/her representative and shall make the final assignment in writing.

C. In no event shall the final determination of the Board concerning an involuntary transfer or reassignment be subject to the grievance procedure.

D. Transfers and reassignments for positions that become open due to resignation or retirement shall be subject to the same posting requirements set forth elsewhere in this agreement.

E. If a position in the unit changes from ten (10) to twelve (12) months, or vice versa, the unit member presently occupying the position shall have the right of first refusal of the new position. If the employee does not exercise the right of first refusal by the end of the tenth (10<sup>th</sup>) calendar day following the date of notification, said position shall be considered a new position and shall be posted and advertised according to the provisions of this agreement.

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

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

## **ARTICLE XXXVI SALARIES AND HOURS OF WORK**

A. The salaries of all employees covered by this agreement are set forth in Appendices A-5 to A-8. Appendix D includes all extra bonuses.

B. The regular work week for custodial, maintenance and grounds unit members shall be forty (40) hours.

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

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

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

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

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

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

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

6. Any requested time off for less than a full eight-hour day must be approved by the Business Administrator prior to

the period of absence, and the time off must then be made up at a future date as agreed upon with the Business Administrator, but if such request does not interfere with the proper operation and maintenance of the school building, it shall not be denied.

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

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

b. Except as otherwise indicated, security aides shall follow the student school year.

c. Any change implemented in the bell schedule shall not decrease the overall work year of security aides for the duration of this agreement.

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

e. Effective July 1, 2000, security aides shall be placed on a contract salary.

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

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

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

D. The Board will reimburse any employee in this unit the amount expended by the employee for obtaining or renewing his/her Black Seal Boiler Operator's License at any time subsequent to June 30, 1973, and for the cost of yearly physicals, bus driver's license, finger printing, additional schooling or any other requirement established by the Board or the State of New Jersey as a condition of employment.

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

8<sup>th</sup> Anniversary .....\$2,250.00

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

11<sup>th</sup> Anniversary .....\$2,700.00

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

14<sup>th</sup> Anniversary .....\$3,100.00

Ten-month custodians or grounds employees shall be entitled to the same longevity as twelve-month custodians or grounds employees. Such longevity shall be paid to ten-month custodians or grounds employees at the same rate as that for twelve-month custodians or grounds employees and shall not be pro-rated.

F. Commencing with the 1st day of the month succeeding the 8th anniversary year of service to this District of a security employee in the bargaining unit, an additional payment of 50% of the longevity amount received by custodians, maintenance, and grounds personnel in the previous contract year, will be added to the contractual annual salary as longevity pay as follows:

8<sup>th</sup> Anniversary .....\$1,125.00

Commencing with the 1st day of the month succeeding the 11th anniversary year of service to this District of a security employee in the bargaining unit, an additional payment of 50% of the longevity amount received by custodians, maintenance, and grounds personnel in the previous contract year, will be added to the contractual annual salary as longevity pay as follows:

11<sup>th</sup> Anniversary .....\$1,350.00

Commencing with the 1st day of the month succeeding the 14th anniversary year of service to this District of a security employee in the bargaining unit, an additional payment of 50% of the longevity amount received by custodians, maintenance, and grounds personnel in the previous contract year, will be added to the contractual annual salary as longevity pay as follows:

14<sup>th</sup> Anniversary .....\$1,550

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

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

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

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

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

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

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



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

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

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

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

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

Custodians, grounds, security (10 months) .....	97 days
Custodians, grounds, security (12 months) .....	121 days
Maintenance (12 months) .....	121 days

2. Custodians, maintenance, grounds, and security who have worked fewer days in a given work year shall remain at the initial experience step for the next work year.

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

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

**ARTICLE XXXVII  
SENIORITY AND JOB SECURITY**

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

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

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

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

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

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

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

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

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

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

Effective July 1, 2000, the two current ten-month custodians formerly employed as twelve-month employees will be restored to twelve-month status.

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

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

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

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

**ARTICLE XXXVIII  
TENURE**

After three (3) years and one (1) day of uninterrupted, continuous service, each custodial and maintenance employee shall be appointed for an unfixd term so as to provide the tenure protection available to such employee under the provisions of Chapter 137, Public Laws of 1960 (18A:17-3 and 18A:17-4).

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

**ARTICLE XXXIX  
VACATION**

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

<b>Length of Uninterrupted Service to July 1</b>	<b>Vacation Time</b>
Less than one year	Pro-rated days (as per Board policy)
One Year	Two weeks
Five Years	Three weeks
Six Years	Three weeks + 1 day

**Length of Uninterrupted Vacation Time  
Service to July 1**

Seven Years	Three weeks + 2 days
Eight Years	Three weeks + 3 days
Nine Years	Three weeks + 4 days
Ten Years	Four weeks

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

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

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

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

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

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

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

Effective July 1, 2011, each employee covered by this Article XXXIX will continue to have Christmas vacation week off, but if such employees do work during that time period, they shall receive straight time and a floating holiday, unless it is Christmas Eve, Christmas Day, New Year's Eve, or New

Year's Day, in which case they shall be paid at the rate of time and one half, but shall not receive a floating holiday.

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

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

2. Ten-month custodians and grounds personnel who move to twelve-month may apply to the Business Administrator for consideration to take one week of the vacation entitlement they will earn during their first twelve month year of service during their first year. If approved by the Business Administrator, at the completion of their first year in a twelve-month capacity, they will have one less week available to them during their second year.

## **ARTICLE XL OVERTIME ASSIGNMENTS**

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

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

B. The Foreman will assign personnel to the vacancies on the basis of availability lists open to all custodians, grounds people, and maintenance personnel and maintained by the Foreman.

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

D. The criteria for assignment will be:

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

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

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

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

double time – long shift (4 plus hours)

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

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

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

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

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

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

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

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

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

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

For 2010-2011 through 2012-2013, the chaperone rate shall be \$118.60.

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

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

3. There shall be no distinction made between full time and part time security personnel in the administration of this policy.

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

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

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

**ARTICLE XLI  
STAFF DEVELOPMENT AND  
EDUCATIONAL IMPROVEMENT**

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

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

The Board agrees to implement a Pilot Staff Development and Educational Improvement Plan that provides the incentive for unit members to take advantage of courses and workshops appropriate to the unit member's job responsibilities.

**ARTICLE XLII  
ABSENCES AND LEAVES**

A. Unit members formerly covered under the Absences and Leaves article of the 2007-2010 agreement between the Board and the Custodian/ Maintenance/Grounds/Security Staff unit are now covered under Articles VII and VIII of the merged contract, unless otherwise noted.

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

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

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

E. Any employee covered by this Article XLII who has tenure may, upon request, obtain a leave of absence without pay, for a period of one year, for the purpose of recuperating from



illness or for the purpose of caring for a sick member of his/her immediate family. Upon return from a leave of absence granted under this section, such employee shall enjoy all benefits to which he/she was entitled at the time his/her leave commenced, including unused accumulated sick leave and seniority then enjoyed, but he/she shall not receive credit for such year for the purpose of salary increment or for seniority purposes.

**ARTICLE XLIII  
EVALUATION**

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

**ARTICLE XLIV  
SUPERVISOR REPORT TABLE**

<b>Title</b>	<b>Immediate Supervisor</b>	<b>Step 1 in Grievance Procedure</b>
Custodian	Coordinator of Facilities/Operations	Business Administrator
Custodian/Bus Driver	Coordinator of Facilities/Operations	Business Administrator
Custodian/Maintenance	Coordinator of Facilities/Operations	Business Administrator
Groundsperson	Coordinator of Facilities/Operations	Business Administrator
Security Aide	Principal	Business Administrator

**SIDE BAR AGREEMENT**

The parties agree to Side Bar Agreements on the following issues:

- A. a clear statement of administrative guidelines and procedures for implementing a Tuesday through Saturday work week, as referred to in Article XXXVI, Section K;

- B. administrative regulations and guidelines on rain gear, flame-retardant uniforms, temporary assignments, etc.;
- C. wording to indicate that not less than sixty (60) days' notice will be given to employees to be affected by any reduction in force;
- D. clarification of "anniversary year" definition so that start date is clear;
- E. wording to reflect agreement that any flex time agreement with the teachers' unit that impacts upon the custodial/maintenance/security unit will be handled through negotiations between the parties;
- F. agreement on part-time vs. full-time employees;
- G. administrative procedures on rotation of temporary assignments, additional rain gear and radios.

## **MISCELLANEOUS PROVISIONS GOVERNING ALL MEMBERS OF THE UNIT**

### **ARTICLE XLV MISCELLANEOUS PROVISIONS**

- A. This agreement constitutes Board policy for the terms of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual unit member, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion,

transfer or discipline of unit members or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, sexual orientation, domicile, age, ancestry, social, economic, or marital status.

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

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

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

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

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

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

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

the Board's only obligation being to obtain the views of the Association before making a decision in this area.

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

J. This agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

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

**ARTICLE XLVI  
NO STRIKE, NO SANCTIONS**

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

**ARTICLE XLVII  
BOARD RIGHTS**

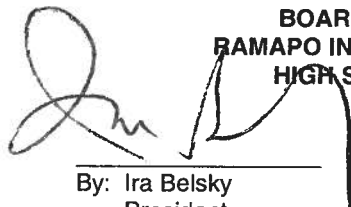
The Board of Education reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations, and practices in furtherance thereof. By way of illustration and not by limitation of the rights and responsibilities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

only to the extent such are in conformance with the Constitution and Laws of the United States and New Jersey.


**ARTICLE XLVIII  
DURATION OF AGREEMENT**

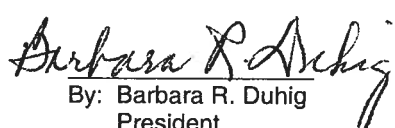
This Agreement shall be as follows a three- year contract commencing on the first day of July 2010, and terminating on the thirtieth day of June 2013.

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

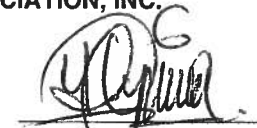
  
By: Ira Belsky  
President

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

  
ATTEST:  
Frank Ceurvels  
Board Secretary

  
By: Barbara R. Duhig  
President

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

  
ATTEST:  
H Ospina  
Secretary

**TEACHER SALARY GUIDE  
SCHEDULE A - 2010-2011**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	47,380	48,192	48,971	50,196	52,980
2	48,236	49,127	49,906	51,087	53,871
3	49,238	50,129	50,909	52,022	54,807
4*	50,241	51,243	51,911	53,470	56,031
5	51,310	52,246	53,192	55,030	57,257
6	52,579	53,359	55,030	56,588	58,648
7	53,693	55,252	57,034	58,704	60,264
8	54,918	56,923	59,150	60,932	62,157
9	56,144	58,482	61,266	63,048	64,051
10	57,480	60,264	62,825	64,608	65,609
11	59,039	61,823	64,384	66,166	67,503
12	60,330	63,114	65,565	67,569	69,351
13	61,690	64,117	66,886	68,970	70,841
14	62,306	65,847	67,884	70,030	71,640
15	66,061	70,352	73,356	75,019	76,790
16	69,670	72,911	77,512	79,080	81,484
17	-	-	-	-	86,975
TOP+1	74,383	77,715	83,200	84,942	90,522
TOP+2	82,194	86,036	93,776	95,724	100,336

**Add for Doctorate \$1871**

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

**LONGEVITY (combine Steps and Tiers):**

<b>STEP</b>	<b>DEGREE</b>	<b>Yrs in District</b>	<b>AMOUNT</b>
A	BA/MA	4th-11th	\$1,625
B	BA/MA	12th-top	\$2,400

<b>TIER</b>			
1	BA	after 16	\$4,300
2	MA	16-19	\$5,000
3	MA	20-23	\$5,500
4	MA	24-29	\$6,000
5	MA	30 or more	\$7,560

**TEACHER SALARY GUIDE  
SCHEDULE A - 2011-2012**

STEP	BA	BA+15	MA	MA+15	MA+30
1	47,380	48,192	48,971	49,999	52,980
2	48,236	49,127	49,906	50,954	53,871
3	49,238	50,129	50,909	51,978	54,807
4*	50,241	51,243	51,911	53,001	56,031
5	51,310	52,246	53,192	54,309	57,257
6	52,579	53,359	55,030	56,185	58,648
7	53,693	55,252	57,034	58,232	60,264
8	54,918	56,923	59,150	60,392	62,157
9	56,144	58,482	61,266	62,553	64,051
10	57,480	60,264	62,825	64,144	65,609
11	59,039	61,823	64,384	65,736	67,503
12	60,330	63,114	65,565	66,942	69,351
13	61,690	64,117	66,886	68,291	70,841
14	62,306	65,847	67,884	69,310	71,640
15	65,461	69,652	72,656	74,082	76,090
16	69,370	72,611	77,212	78,833	81,184
17	71,877	75,163	80,206	81,890	86,975
TOP+1	74,383	77,715	83,200	84,947	90,522
TOP+2	78,308	81,895	88,507	90,366	95,447
TOP+3	82,232	86,074	93,814	95,784	100,371

**Add for Doctorate \$1871**

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

**LONGEVITY (combine Steps and Tiers):**

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

**TEACHER SALARY GUIDE  
SCHEDULE A - 2012-2013**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	47,234	48,030	48,794	49,819	52,725
2	48,074	48,947	49,711	50,755	53,599
3	49,386	50,278	50,917	51,986	54,907
4*	50,389	51,392	51,920	53,010	56,131
5	51,459	52,394	53,200	54,318	57,357
6	52,728	53,508	55,038	56,194	58,748
7	53,841	55,401	57,042	58,240	60,364
8	55,066	57,071	59,159	60,401	62,257
9	56,292	58,631	61,275	62,562	64,151
10	57,628	60,412	62,833	64,153	65,709
11	59,187	61,972	64,393	65,745	67,603
12	60,479	63,263	65,574	66,951	69,451
13	61,839	64,266	66,895	68,300	70,941
14	62,454	65,995	67,893	69,319	71,740
15	65,609	69,800	72,664	74,190	76,190
16	69,500	72,750	77,210	78,831	81,284
17	72,025	75,312	80,210	81,894	87,075
TOP+1	74,523	77,855	83,300	85,049	90,622
TOP+2	78,448	82,035	88,607	90,468	95,547
TOP+3	82,372	86,214	93,914	95,886	100,471

**Add for Doctorate \$1871**

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

**LONGEVITY (combine Steps and Tiers):**

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



**TEACHERS' SALARY GUIDES**  
**Advancement / Placement Chart**  
 (Read directly across the line to track  
 advancement/placement)  
 For BA, BA+15, MA, and MA+15 Columns

2009-10 Step		2010-11 Step		2011-12 Step		2012-13 Step
						1
				1	⇒	2
1	⇒	1	⇒	2	⇒	3
2	⇒	2	⇒	3	⇒	4
3	⇒	3	⇒	4	⇒	5
4	⇒	4	⇒	5	⇒	6
5	⇒	5	⇒	6	⇒	7
6	⇒	6	⇒	7	⇒	8
7	⇒	7	⇒	8	⇒	9
8	⇒	8	⇒	9	⇒	10
9	⇒	9	⇒	10	⇒	11
10	⇒	10	⇒	11	⇒	12
11	⇒	11	⇒	12	⇒	13
12	⇒	12	⇒	13	⇒	14
13	⇒	13	⇒	14	⇒	15
14	⇒	14	⇒	15	⇒	16
15	⇒	15	⇒	16	⇒	17
16	⇒	16	⇒	17	⇒	TOP1
	⇒		⇒	TOP1	⇒	TOP2
TOP1	⇒	TOP1	⇒	TOP2	⇒	TOP3
TOP2	⇒	TOP2	⇒	TOP3	⇒	TOP3

**TEACHERS' SALARY GUIDES**  
**Advancement / Placement Chart**  
 (Read directly across the line to track  
 advancement/placement)  
 For MA+30 Column

2009-10 Step		2010-11 Step		2011-12 Step		2012-13 Step
						1
				1	⇒	2
1	⇒	1	⇒	2	⇒	3
2	⇒	2	⇒	3	⇒	4
3	⇒	3	⇒	4	⇒	5
4	⇒	4	⇒	5	⇒	6
5	⇒	5	⇒	6	⇒	7
6	⇒	6	⇒	7	⇒	8
7	⇒	7	⇒	8	⇒	9
8	⇒	8	⇒	9	⇒	10
9	⇒	9	⇒	10	⇒	11
10	⇒	10	⇒	11	⇒	12
11	⇒	11	⇒	12	⇒	13
12	⇒	12	⇒	13	⇒	14
13	⇒	13	⇒	14	⇒	15
14	⇒	14	⇒	15	⇒	16
15	⇒	15	⇒	16	⇒	17
16	⇒	16	⇒	17	⇒	TOP1
17	⇒	17	⇒	TOP1	⇒	TOP2
TOP1	⇒	TOP1	⇒	TOP2	⇒	TOP3
TOP2	⇒	TOP2	⇒	TOP3	⇒	TOP3

**SUPPLEMENTAL TEACHER SALARY GUIDES  
SCHEDULE A-1**

2010-2011			2011-2012		
Step	BA	MA	Step	BA	MA
			0	22,990	24,290
1	22,990	24,167	1	23,733	25,033
2	23,815	25,002	2	24,233	25,533
3	24,639	25,827	3	24,733	26,033
4	25,596	26,652	4	25,683	26,983
5	26,421	27,608	5	26,633	27,933
6	27,366	28,554	6	27,583	28,883
7	28,268	29,477	7	28,533	29,833
8	29,257	30,357	8	29,522	30,822
9	30,577	31,676	9	30,877	32,177
10	32,907	34,182	10	33,207	34,507

2012-2013		
Step	BA	MA
0	23,240	24,540
1	24,277	25,577
2	24,777	26,077
3	25,277	26,577
4	25,777	27,077
5	26,777	28,077
6	27,777	29,077
7	28,777	30,077
8	29,777	31,077
9	31,132	32,432
10	33,462	34,762

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

**GRADE 1**

ADMINISTRATIVE ASSISTANTS:  
GENERAL OFFICE - RECEPTION

**GRADE 2**

ADMINISTRATIVE ASSISTANTS:  
ASSISTANT TO THE ASS'T. PRINCIPAL  
ATHLETIC OFFICE  
ATTENDANCE OFFICE  
BOARD OFFICE  
DEPARTMENT OFFICES  
FACILITIES AND OPERATIONS  
GENERAL OFFICE  
GUIDANCE OFFICE  
INSTRUCTIONAL TECHNOLOGY  
LIBRARY TECHNICAL ASSISTANT  
SPECIAL SERVICES

**GRADE 3**

ADMINISTRATIVE ASSISTANTS:  
ASSISTANT TO THE PRINCIPAL  
ASSISTANT TO THE DIRECTOR OF GUIDANCE  
ASS'T TO DIRECTOR OF SPECIAL SERVICES  
ASS'T. TO COORDINATOR OF COMPUTER SERVICES  
ASS'T. TO THE DIRECTOR OF  
CURRICULUM AND ARTICULATION

**GRADE 4**

ADMINISTRATIVE ASSISTANTS:  
BOOKKEEPER /COMPUTER OPERATOR

**UNGRADED**

TECHNICAL ASSISTANT  
INSTRUCTIONAL AIDE

**SCHEDULE A-2  
ADMINISTRATIVE ASSISTANTS  
SALARY GUIDES  
2010-2011**

**GRADE 1**

**GRADE 2**

<b>Step</b>	<b>10-month</b>	<b>12-month</b>	<b>10-month</b>	<b>12-month</b>
<b>0</b>	28,493	34,904	29,405	36,021
<b>1</b>	29,240	35,820	31,140	38,145
<b>2</b>	30,335	37,160	32,305	39,575
<b>3</b>	31,470	38,550	33,515	41,055
<b>4</b>	32,650	39,995	34,770	42,595
<b>5</b>	33,875	41,495	36,075	44,190
<b>6</b>	35,145	43,055	37,430	45,850
<b>7</b>	36,465	44,670	38,835	47,575
<b>8</b>	37,835	46,350	40,295	49,360
<b>TOP+1</b>	39,253	48,085	41,805	51,210

**GRADE 3**

**GRADE 4**

<b>Step</b>	<b>10-month</b>	<b>12-month</b>	<b>-</b>	<b>12-month</b>
<b>0</b>	31,115	38,116	-	41,885
<b>1</b>	32,165	39,400	-	42,545
<b>2</b>	33,370	40,880	-	44,135
<b>3</b>	34,615	42,405	-	45,790
<b>4</b>	35,915	43,995	-	47,505
<b>5</b>	37,265	45,650	-	49,290
<b>6</b>	38,660	47,360	-	51,135
<b>7</b>	40,110	49,135	-	53,055
<b>8</b>	41,620	50,985	-	55,050
<b>TOP+1</b>	43,180	52,895	-	57,115

Longevity:

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

**SCHEDULE A-2  
ADMINISTRATIVE ASSISTANTS  
SALARY GUIDES  
2011-2012**

**GRADE 1**

**GRADE 2**

<b>Step</b>	<b>10-month</b>	<b>12-month</b>	<b>10-month</b>	<b>12-month</b>
<b>0</b>	28,843	35,333	30,718	35,333
<b>1</b>	29,940	36,675	31,885	39,060
<b>2</b>	31,065	38,055	33,085	40,530
<b>3</b>	32,230	39,480	34,325	42,050
<b>4</b>	33,440	40,965	35,615	43,630
<b>5</b>	34,695	42,500	36,950	45,265
<b>6</b>	35,995	44,095	38,335	46,960
<b>7</b>	37,345	45,750	39,770	48,720
<b>8</b>	38,745	47,465	41,265	50,550
<b>TOP+1</b>	40,198	49,245	42,810	52,440

**GRADE 3**

**GRADE 4**

<b>Step</b>	<b>10-month</b>	<b>12-month</b>	<b>-</b>	<b>12-month</b>
<b>0</b>	31,727	38,583	-	41,967
<b>1</b>	32,935	40,345	-	43,565
<b>2</b>	34,170	41,860	-	45,200
<b>3</b>	35,455	43,430	-	46,895
<b>4</b>	36,785	45,060	-	48,655
<b>5</b>	38,165	46,750	-	50,480
<b>6</b>	39,595	48,505	-	52,375
<b>7</b>	41,080	50,325	-	54,335
<b>8</b>	42,620	52,210	-	56,375
<b>TOP+1</b>	44,220	54,170	-	58,490

Longevity:

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

**SCHEDULE A-2  
ADMINISTRATIVE ASSISTANTS  
SALARY GUIDES  
2012-2013**

**GRADE 1**

**GRADE 2**

<b>Step</b>	<b>10-month</b>	<b>12-month</b>	<b>10-month</b>	<b>12-month</b>
<b>0</b>	29,193	35,761	31,091	35,761
<b>1</b>	30,690	37,595	32,685	40,040
<b>2</b>	31,840	39,005	33,910	41,540
<b>3</b>	33,035	40,470	35,180	43,095
<b>4</b>	34,275	41,985	36,505	44,720
<b>5</b>	35,560	43,560	37,870	46,390
<b>6</b>	36,895	45,195	39,295	48,135
<b>7</b>	38,280	46,895	40,770	49,945
<b>8</b>	39,715	48,650	42,295	51,810
<b>TOP+1</b>	41,203	50,475	43,880	53,755

**GRADE 3**

**GRADE 4**

<b>Step</b>	<b>10-month</b>	<b>12-month</b>	<b>-</b>	<b>12-month</b>
<b>0</b>	32,112	39,051		42,476
<b>1</b>	33,760	41,355	-	44,655
<b>2</b>	35,025	42,905	-	46,325
<b>3</b>	36,340	44,515	-	48,065
<b>4</b>	37,705	46,190	-	49,870
<b>5</b>	39,115	47,915	-	51,740
<b>6</b>	40,585	49,715	-	53,680
<b>7</b>	42,110	51,585	-	55,695
<b>8</b>	43,685	53,515	-	57,785
<b>TOP+1</b>	45,325	55,525	-	59,950

Longevity:

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

**TECHNICAL ASSISTANTS  
SCHEDULE A-3  
SALARY GUIDE**

<b>2011-12</b>		<b>2012-13</b>	
<b>1</b>	38,866	<b>1</b>	39,643
<b>2</b>	42,938	<b>2</b>	41,433
<b>3</b>	43,438	<b>3</b>	43,223
<b>4</b>	44,818	<b>4</b>	45,013
<b>5</b>	46,398	<b>5</b>	46,623
<b>6</b>	48,178	<b>6</b>	48,403
<b>7</b>	50,158	<b>7</b>	50,383
<b>8</b>	52,338	<b>8</b>	52,563
<b>9</b>	54,718	<b>9</b>	54,943
<b>10</b>	57,298	<b>10</b>	57,523
<b>11</b>	60,078	<b>11</b>	60,303

Longevity:

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

\* Technical Assistants converted from 10-month employees to 12-month employees effective September 1, 2011. Each Technical Assistant employed during the 2009-2010 school year received a base salary for 2010-2011 that reflected a 2% increase over his/her 2009-2010 annual salary. The 2011-2012 and 2012-2013 salary guides reflect salaries adjusted for a 12-month work year as well as the agreed-upon settlement increase referenced in Article VI.A.4.



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

<b>2010-11</b>		<b>2011-12</b>		<b>2012-13</b>	
<b>Step</b>	<b>Salary</b>	<b>Salary</b>	<b>Step</b>	<b>Step</b>	<b>Salary</b>
<b>1</b>	21,904	<b>1</b>	22,032	<b>1</b>	22,232
<b>2</b>	22,342	<b>2</b>	22,470	<b>2</b>	23,030
<b>3</b>	23,412	<b>3</b>	23,570	<b>3</b>	24,130
<b>4</b>	24,482	<b>4</b>	24,670	<b>4</b>	25,230

Longevity:

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

Salary based on a seven hour day for 190 days

**CUSTODIANS, SECURITY  
JOB TITLES  
SCHEDULE A-5 to A-8**

CUSTODIAN

CUSTODIAN/BUS DRIVER

CUSTODIAN / MAINTENANCE

CUSTODIAN / GROUNDS

SECURITY

**CUSTODIAN/BUS DRIVER  
SALARY GUIDE  
SCHEDULE A-5**

**10 MONTH**

<b>2010-11</b>		<b>2011-12</b>		<b>2012-13</b>	
<b>0</b>	32,168	<b>0</b>	32,268	<b>0</b>	32,368
<b>1</b>	33,115	<b>1</b>	33,665	<b>1</b>	34,435
<b>2</b>	34,355	<b>2</b>	35,190	<b>2</b>	35,745
<b>3</b>	35,645	<b>3</b>	36,770	<b>3</b>	37,105
<b>4</b>	36,980	<b>4</b>	38,100	<b>4</b>	38,515
<b>5</b>	38,365	<b>5</b>	39,475	<b>5</b>	39,980
<b>6</b>	39,805	<b>6</b>	40,900	<b>6</b>	41,500
<b>7</b>	41,300	<b>7</b>	42,375	<b>7</b>	43,075
<b>8</b>	42,847	<b>8</b>	43,904	<b>8</b>	44,714

**12 MONTH**

<b>2010-11</b>		<b>2011-12</b>		<b>2012-13</b>	
<b>0</b>	38,403	<b>0</b>	38,544	<b>0</b>	38,664
<b>1</b>	39,556	<b>1</b>	40,213	<b>1</b>	41,133
<b>2</b>	41,037	<b>2</b>	42,034	<b>2</b>	42,697
<b>3</b>	42,578	<b>3</b>	43,922	<b>3</b>	44,322
<b>4</b>	44,173	<b>4</b>	45,510	<b>4</b>	46,006
<b>5</b>	45,827	<b>5</b>	47,153	<b>5</b>	47,756
<b>6</b>	47,547	<b>6</b>	48,855	<b>6</b>	49,572
<b>7</b>	49,333	<b>7</b>	50,617	<b>7</b>	51,453
<b>8</b>	51,181	<b>8</b>	52,443	<b>8</b>	53,411

Longevity:

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

**CUSTODIAN/GROUNDS  
SALARY GUIDE  
SCHEDULE A-6**

**10 MONTH**

<b>2010-11</b>		<b>2011-12</b>		<b>2012-13</b>	
<b>0</b>	36,594	<b>0</b>	36,786	<b>0</b>	36,900
<b>1</b>	37,751	<b>1</b>	38,378	<b>1</b>	39,256
<b>2</b>	39,165	<b>2</b>	40,117	<b>2</b>	40,749
<b>3</b>	40,635	<b>3</b>	41,918	<b>3</b>	42,300
<b>4</b>	42,157	<b>4</b>	43,434	<b>4</b>	43,907
<b>5</b>	43,736	<b>5</b>	45,002	<b>5</b>	45,577
<b>6</b>	45,378	<b>6</b>	46,626	<b>6</b>	47,310
<b>7</b>	47,082	<b>7</b>	48,308	<b>7</b>	49,106
<b>8</b>	48,846	<b>8</b>	50,051	<b>8</b>	50,974

**12 MONTH**

<b>2010-11</b>		<b>2011-12</b>		<b>2012-13</b>	
<b>0</b>	40,823	<b>0</b>	41,061	<b>0</b>	41,188
<b>1</b>	42,139	<b>1</b>	42,839	<b>1</b>	43,819
<b>2</b>	43,717	<b>2</b>	44,779	<b>2</b>	45,486
<b>3</b>	45,358	<b>3</b>	46,790	<b>3</b>	47,216
<b>4</b>	47,057	<b>4</b>	48,482	<b>4</b>	49,010
<b>5</b>	48,819	<b>5</b>	50,232	<b>5</b>	50,875
<b>6</b>	50,652	<b>6</b>	52,045	<b>6</b>	52,809
<b>7</b>	52,554	<b>7</b>	53,922	<b>7</b>	54,813
<b>8</b>	54,523	<b>8</b>	55,868	<b>8</b>	56,899

Longevity:

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

**CUSTODIAN/MAINTENANCE  
SALARY GUIDE  
SCHEDULE A-7**

**12 MONTH**

<b>2010-11</b>		<b>2011-12</b>		<b>2012-13</b>	
<b>0</b>	43,254	<b>0</b>	43,400	<b>0</b>	43,535
<b>1</b>	44,540	<b>1</b>	45,279	<b>1</b>	46,315
<b>2</b>	46,207	<b>2</b>	47,331	<b>2</b>	48,077
<b>3</b>	47,943	<b>3</b>	49,456	<b>3</b>	49,906
<b>4</b>	49,738	<b>4</b>	51,245	<b>4</b>	51,803
<b>5</b>	51,601	<b>5</b>	53,094	<b>5</b>	53,773
<b>6</b>	53,538	<b>6</b>	55,011	<b>6</b>	55,818
<b>7</b>	55,549	<b>7</b>	56,994	<b>7</b>	57,936
<b>8</b>	57,629	<b>8</b>	59,051	<b>8</b>	60,140

Longevity:

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

**SECURITY AIDES  
SALARY GUIDE  
SCHEDULE A-8**

<b>2010-11</b>		<b>2011-12</b>		<b>2012-13</b>	
<b>0</b>	20,708	<b>0</b>	20,708	<b>0</b>	20,808
<b>1</b>	20,790	<b>1</b>	21,268	<b>1</b>	21,668
<b>2</b>	21,513	<b>2</b>	21,991	<b>2</b>	22,391
<b>3</b>	22,367	<b>3</b>	22,845	<b>3</b>	23,245

Longevity:

8th Year	\$1,125
11th Year	\$1,350
14th year	\$1,500

**SCHEDULE B**  
**SALARY GUIDE SUPPLEMENT**  
 2010-2013

**1. SPECIAL SCHOOL ADVISORS**

**GROUP 1 CLUBS AND ACTIVITIES**

Newspaper - Editorial  
 Yearbook-Editorial  
 Marching Band Director  
 Academic Decathlon (7/1/07)  
 School Treasurer  
 Drama Production  
 Drama Assistants\*  
 Newspaper Online\*  
 Marching Band Director Ass't.  
 Marching Band Front Ass't.

**GROUP 1 ADVISOR STIPENDS**

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

\*Drama Ass't. .... 2,116 flat rate - no steps  
 \*Newspaper Online ..... 1,615 flat rate - no steps  
 \*MSG Varsity Advisor ..... 2,000 flat rate - no steps

**GROUP 2 CLUBS AND ACTIVITIES**

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

**GROUP 2 ADVISOR STIPENDS**

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

**SCHEDULE B  
SALARY GUIDE SUPPLEMENT  
2010-2013**

**GROUP 3 CLUBS AND ACTIVITIES**

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

**GROUP 3 ADVISOR STIPENDS**

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

\*Holiday Festival Ass't. .... 1,606 flat rate - no steps

**GROUP 4 CLUBS AND ACTIVITIES**

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

**GROUP 4 ADVISOR STIPENDS**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Advisor	2,045	2,138	2,236	2,332



**SCHEDULE B  
SALARY GUIDE SUPPLEMENT  
2010-2013**

**GROUP 5 CLUBS AND ACTIVITIES**

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

**GROUP 5 ADVISOR STIPENDS**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Advisor	1,409	1,473	1,541	1,606

NOTE: Stipends for Schedule B Advisors for each year covered by this Agreement shall be frozen at the 2009-2010 rates, and no employees shall advance any steps.

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

**SCHEDULE B**  
**SALARY GUIDE SUPPLEMENT**  
 2010-2013

**2. ATHLETICS**

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

**SCHEDULE B**  
**SALARY GUIDE SUPPLEMENT**  
2010-2013

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

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

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

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

**SCHEDULE B**  
**SALARY GUIDE SUPPLEMENT**  
2010-2013

**3. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

**SCHEDULE B**  
**SALARY GUIDE SUPPLEMENT**  
2010-2013

The foregoing are to be considered the average tutorial obligation. It is recognized that, with prior approval, individual considerations may in actuality result in somewhat more or less than the average of the 10 tutoring sessions envisioned by this provision.

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

I. When the LPDC convenes during the summer, the LPDC members will be paid at the prevailing workshop rate for up to ten days of work.

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

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

(1) Based upon an extra 45 minutes per month for long faculty meetings. plus 30 minutes after school 4 days per week.

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

**APPENDIX B**  
**VOUCHER RATES**  
**2010-2013**

<b>Voucher Rate</b>	<b>Rate</b>	<b>NOTES</b>
Chaperone	\$118.60	FLAT RATE
Detention	\$118.60	FLAT RATE
<b>PDC/Curriculum/Summer Work:</b>		
Instructor	\$ 69.14	HOURLY
Participant	\$ 59.75	HOURLY
Academic Decathlon	\$ 69.14	HOURLY, \$691.40 max
LPDC Summer	\$ 59.75	HOURLY, 10 day max
<b>Testing–SAT/ELS</b>		
Coordinator	\$ 69.14	HOURLY
Assistants	\$ 59.75	HOURLY

**APPENDIX C**  
**MISCELLANEOUS STIPEND RATES**  
**2010-2013**

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



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

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

**Ramapo High School**

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

**Indian Hills High School**

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

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

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

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

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

3. **Uniforms**

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

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

c. A clothing allowance not to exceed \$400 shall be provided as a start-up allowance to provide BOE approved clothing for

all unit members. The allowance for each subsequent year shall not exceed \$300.

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

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

f. The initial clothing order must be in the Office of the Business Administrator by August 31 for each subsequent year.

g. Effective March 1, 2008, during the established work schedule and during all school related activities, all custodial, maintenance, grounds, and security employees must wear the uniforms provided by the Board.

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

#### 4. In-Charge License

The additional sum paid to any employee holding the In-Charge License shall be \$600 per school year.

## APPENDIX E - UNIFORMS

Garment	Color	Cust/Maint/ Grounds	Security
Men's Long Cargo Pants, Loose Fit, 100% Cotton, Dickies	Navy Blue	X	
Men's Long Cargo Pants, Cintas 31822427/865-33	Black		X
Men's Short Cargo Pants, Loose Fit, 100% Cotton, Dickies	Navy Blue	X	
Women's Long Pants, Cintas, 31836773/596-35	Black		X
SS Button-up Work Shirt, 100% Cotton, Red Kap, SC40GG4	Gray	X	
SS Button-up Work Shirt, Cintas, Comfort Flex, 935-33	Burgundy		X
LS Button-up Work Shirt, 100% Cotton, Red Kap, SC40GG4	Gray	X	
LS Button-up Work Shirt, Cintas, Comfort Flex, 935-33	Burgundy		X
Golf Shirt, 100% Cotton, Chestnut Hill Performance Knits	Gray Burgundy	X	X
Tee Shirt, Jerzees Heavy Weight, 100% Cotton	Gray	X	
Reg. Sweatshirt, Champion, 85% Cotton 15% Polyester, RN 15763 CA 21356, RFC SKL9712166P3, 4P, 0GL, 201957, S178	Gray Burgundy	X	X
Jacket, Colorado Clothing, RN #101777	Multi-Color (Navy Blue & Black)	X	
Jacket, Charles River, RN #65178	Navy Blue		X
3 Season Coat, Columbia SM5363-407	Multi-Color (Blue, Light Gray, Dark Gray)	X	X
Zipper-up Sweatshirt, Dickies, Shell 80% Cotton 20% Polyester	Navy Blue	X	X
Cap, KC Caps Athletic, RN 89449 CA-42808	Navy Blue Black	X	X
Rain Gear, .35 MM Lacrosse	Yellow	X	X

## NOTES

**Ramapo-Indian Hills Education Association, Inc.**

**Executive Committee of the R.I.H.E.A.  
(2011-2012)**

Ramapo Indian Hills Education  
Association, Inc.

**EXECUTIVE COMMITTEE of R.I.H.E.A.**

President.....Barbara R. Duhig

Vice-President.....Cherylin J. Roeser

Treasurer.....Keith Andrews

Secretary.....H Ospina

Building Representative - Ramapo:  
Danielle Migliacci

Ass't. Building Representative - Ramapo:  
Matthew Zmigrodski

Building Representative - Indian Hills:  
Karen De Miceli

Ass't. Building Representative – Indian Hills:  
Joanne Braun

**R.I.H.E.A. NEGOTIATING TEAM**

Cherylin J. Roeser, Chairperson  
Barbara R. Duhig  
John Gaccione  
Gary Galek  
Emmy La Terra  
Lorraine Menonna  
Danielle Migliacci  
Elliot Richman  
Cynthia St. Clair  
John P. Williams

N.J.E.A. Field Representative: Joe Tondi

