

AGREEMENT

between the

RANDOLPH EDUCATION ASSOCIATION

and the

RANDOLPH TOWNSHIP BOARD OF EDUCATION

concerning

THE TERMS AND CONDITIONS OF EMPLOYMENT

covering the period of time from

July 1, 2022 -- June 30, 2025

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Article I: RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning all terms and conditions of employment for all personnel under contract listed below:

New Jersey Department of Education certificated staff under contract exclusive of those functioning in administrative or supervisory positions

Athletic Trainer
Coaches/Co-curricular positions
Computer Technicians
Custodial Personnel
Health Services RN (non-certificated)
Paraprofessionals
Maintenance/Grounds Personnel
Office Personnel
Secretarial Personnel

Technology Professionals

- B. The following employees are excluded from the bargaining unit:
1. Professional staff members who are employed in a position requiring a supervisory or administrative certificate
 2. Board Secretary
 3. Business Administrator
 4. Director of Transportation
 5. Director of Facilities
 6. Central Office Confidential Secretaries
 7. Bus Drivers
 8. Bus Mechanics
 9. Payroll Supervisor
 10. Purchasing Supervisor
 11. Chief of Custodians
 12. Security Guards

- C. Unless otherwise indicated, the term “employee” when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

Article II: NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq. in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin not later than 120 days prior to expiration of current agreement. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be submitted for ratification to the Board and the Association.

- B. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations at this time, including the existing policies of the Board of Education. During the term of this Agreement, neither party shall 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 executed this Agreement.

- C. 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. Definition
 - 1. A grievance is a claim by an employee or the Association based upon the interpretation, application, or alleged violation of this Agreement, Board policies, and/or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees.
 - 2. A grievance to be considered under this procedure must be initiated within twenty (20) school days from the time when the grievant knew of its occurrence.
 - 3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.
 - 4. It is understood that any employee grievant 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 duly determined.
 - 5. If an employee wishes self representation in a grievance, then the REA will be notified and be given copies of the grievance and all related correspondence.

- B. Procedure:

Level 1-Initial Level

1. Any employee grievant who has a grievance may discuss it first with the principal or immediate supervisor in an attempt to resolve the matter informally at that level. If the grievant is not satisfied with the response at this level, or if the grievant does not wish to use the informal level; he shall file a formal written grievance. If resolved formally, the response will be in writing. The principal or immediate supervisor shall render a decision within five (5) school days.

Level 2 - Superintendent's Level

2. The employee grievant, no later than five (5) school days after receipt of the decision of his/her principal or other immediate superior, may appeal the decision to the superintendent of schools. The appeal to the superintendent must be made in writing specifying:
 - a. the nature of the grievance, including the contract provision, Board policy, or administrative decision being grieved, but not to the exclusion of other relevant contract language;
 - b. the remedy being sought;
 - c. the results of previous discussions;
 - d. the basis for his/her dissatisfaction with decisions previously rendered.

The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The superintendent shall communicate his/her decision in writing to the employee grievant and to the Association.

Level 3 - Board of Education Level

3. If the grievance is not resolved to the grievant's satisfaction; he/she, no longer than five (5) school days after receipt of the superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the Board of Education. A hearing shall be held within a reasonably expeditious time but not to exceed thirty (30) calendar days after receipt of the appeal notice. The Board, or a committee thereof, shall review the grievance, shall hold a hearing with the employee grievant, shall render a decision in writing, and shall forward copies thereof to the grievant and to the Association within twenty (20) calendar days of the date of the hearing.

Level 4 - Binding Arbitration Limited to Express Contract Language

4. If a decision of the Board does not resolve the grievance to the satisfaction of the employee grievant, and the Association determines that a third party is necessary, the grievance involves the interpretation, application, or alleged violation of express contract terms or language, and the Association determines the matter should be reviewed further; the Association shall advise the Board, through the superintendent, within twenty (20) school days from the receipt of the decision at Level 3. The matter shall then be submitted to binding arbitration in accordance with the rules and procedures adopted by the Public Employment Relations Commission. The cost of any arbitration process will be borne equally by the Board and the Association.
- a. Noncertificated employees who occupy positions for which statutory tenure does not apply may not utilize this level of the grievance procedure for any matter involving discipline until after 90 days of continuous employment.
 - b. In the event any non-certificated, non-tenurable employee, continuously employed in excess of 90 days, seeks to utilize the provisions of Article IV, paragraphs C or F as a basis for binding arbitration, the Board reserves the right to utilize the procedures as outlined in paragraph d. below in the event it contests the issues of "arbitrability."
 - c. Limitation Upon Binding Arbitration- It is stipulated that the binding arbitration provided herein shall not be applicable to any interpretation, application, or alleged violation of the following express contract provisions:

Article IV: Employee Rights, Paragraph C., to the extent that the Board action complained of does not constitute discipline.

Article IV: Employee Rights, Paragraph F, to the extent that the Board action complained of does not constitute discipline.

Article IX: Work Year for Teachers, Subsection C.

Article XI: Non-Teaching Duties, Subsection C.

Article XII: Employment, Subsection B.2.

Article XIII: Salaries, Subsection B.

Article XVII: Teacher Evaluation.

Article XVIII: Fair Dismissal Procedure.

Article XIX: Employee Facilities.

Article XX: Employee-Administration Liaison

Article XXVI: Maintenance of Classroom Control and Discipline.

Article XXVIII: Personal and Academic Freedom.

Article XXIX: Books and Other Instructional Materials and Supplies.

- d. In addition, the parties stipulate that, in the event the Board determines that any grievance is non-arbitrable or if there is any dispute regarding arbitration, the Board or the Association shall have the option of seeking a determination of arbitrability, either from the Public Employment Relations Commission (PERC) or the New Jersey Superior Court. In the event such an application is made to determine arbitrability, the Association agrees that the grievance shall be stayed voluntarily until a determination is made regarding the subject of arbitration.
 - e. The arbitrator shall be impartial and shall give reasons for any decision which he/she renders in connection with this provision. He/She is to confine his/her decision strictly to the terms of the contract and any evidence before him/her. The arbitrator shall have no authority to determine the issue of arbitrability. In such circumstances, where the issue of arbitrability is raised, it shall be determined as appropriate either by PERC or the Superior Court. Any decision of the arbitrator shall be based solely upon the interpretation of express contract terms or language.
5. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
- a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education or,
 - b. A complaint of a probationary or non-tenured employee which arises by reason of his/her not being re-employed except that such employee may exercise any of the prerogatives outlined in B.1. and B.2. above or,
 - c. A complaint by any certificated person occasioned by assignment to or retention in any position for which tenure either is not possible or not required and for which there are no qualified in-district volunteers or qualified out-of-district applicants available. However, such employee may exercise any of the prerogatives outlined in B. 1. and B.2. above or,
 - d. Any matter which, according to law, is either beyond the scope of Board authority or limited by statute to unilateral action by the Board alone or,
 - e. A complaint of any non-tenured or probationary employee that he/she has received an unfavorable supervisory report or that he/she has failed to receive a favorable supervisory report, except that such employee may exercise any of the prerogatives outlined in B.1. and B.2. above.
6. Parties initiating a grievance may be represented at any or all stages of the grievance procedure by themselves or, at their option, by a representative of their choosing, but no

grievance shall move to binding arbitration without approval and representation of the Association.

7. All meetings and hearings under this procedure shall not be conducted in public and shall include such parties in interest and their designated or selected representatives heretofore referred to in this article.

Article IV: EMPLOYEE RIGHTS

- A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that every employee in the unit as specified in Article I 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 and lawful activities for mutual aid and protection.
- B. The rights granted to employees in this contract shall be deemed to be in addition to those provided in the policies of the Board. A copy of the policy manual will be available online as a reference for all employees. New and revised adopted policies will be filed within thirty (30) days of the final adoption by the Board and all employees shall be provided an electronic copy and all employees shall be required to comply with any adopted policy upon receipt of same.
- C. No employee shall be disciplined, reprimanded or deprived of any professional advantage without just cause. Any action asserted by the Board or any agent or representative thereof which shall be considered unjust shall be subject to the grievance procedure herein set forth. Non-tenurable support staff shall have the right to just cause grievance arbitration on the non-renewal of employment only after completion of three (3) years of service in the school district. However, such non-tenurable support staff shall have the right to just cause grievance arbitration for termination of employment during the first three (3) years of services provided that any remedy for any such grievance shall be limited to the term of the one-year employment contract in effect at the time of the termination.
- D. No material concerning an employee's conduct, performance, service, character or personality shall be placed in a personnel file without an employee's knowledge. The employee shall acknowledge that he or she has had the opportunity to review such material by signing the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material which shall be reviewed by the superintendent or his designee and attached to the file copy. An employee shall have the right to request that favorable material be placed in his/her file. Such requests shall not be unreasonably denied.
- E.
 1. Whenever any employee is required to appear before the superintendent, Board or Board committee concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment, or the salary or any increments pertaining thereto; then he/she shall be given prior notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

2. Whenever an employee is required to appear before an administrator for an investigatory interview which may result in disciplinary action, then he/she shall be given prior notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- F. Any complaint regarding an employee made to any member of the administration by a parent, student, or other person which is or may be used in any manner in evaluating an employee shall be processed according to the procedure outlined below:
1. The principal or immediate superior shall notify the employee of the purpose of the meeting and then meet with the employee to apprise the employee of the full nature of the complaint, and they shall attempt to resolve the matter informally.
 2. If the complaint is not resolved to the satisfaction of all parties, the employee may request a conference with the complainant to attempt to resolve the complaint.
 3. If a conference with the complainant does not resolve the complaint, or if the complainant does not wish to attend such a conference, the employee may request that the matter be adjudicated by his or her principal or supervisor.
 4. If the decision of the principal or superior does not resolve the matter, the employee may consider the decision grievable and proceed accordingly.
- G. An employee shall have the right; after request for an appointment, to review the contents of his or her personnel file in the presence of a person authorized by the Board. An employee shall be entitled to be accompanied by a representative of the Association during such review. An employee will be permitted to make a copy of any materials that are in his or her personnel file upon request.
- H. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents. It shall not establish any separate personnel file which is not available for the employee's inspection.
- I. The teacher shall maintain the right and responsibility to determine grades within the grading policy of the Randolph Township School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. No grade shall be changed without first consulting with the teacher and only by the authority of the superintendent. The grading policy will be distributed to teachers on a yearly basis.
- J. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

Article V: ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees subject to reasonable request, to make available to the Association information in the public domain which may be necessary for the Association to fulfill its responsibilities as the majority representative.
- B. Whenever any representative of the Association or any employee, at the request of the Board, participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.
- C. The Association and its representatives shall have the right to use school buildings prior to and/or after the conclusion of the pupil day. The principal of the building requested shall be consulted in advance of the time and place of all such meetings and his or her permission shall be required.
- D. The Association, with the principal's approval, shall have the right to use the school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.
- E. The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary with the approval of building principals or other members of the administration.
- F. The Association shall be allowed to install a telephone at a mutually agreed upon location at its own expense.
- G. The Board shall grant release time to the president of the Association and the president of the County Association during their terms of office in order that they may fulfill their responsibilities to the Association. A substitute must be employed, normal notifications procedures followed, and the pay of a substitute will be deducted.
- H. The Board shall grant release time of at least thirty (30) minutes per day to the president of the Association during his/her term of office in order the he/she may fulfill the responsibilities to the Association.
- I. The Board shall permit the scheduling of an additional release period for the president of the Association. The REA shall reimburse the Board for the cost of that period at double the class coverage rate. This reimbursement shall be paid semiannually, no later than the end of the current fiscal year.
- J. Implementation of additional release time for the president shall be in accordance with the following provisions:
 - 1. This release time shall be scheduled within, and not beyond, the end of the pupil day.

2. This release time shall be continuous with the previously designated time allotment for the Association president. This previous allotment is scheduled to coincide with the end of the pupil day but does not extend beyond it.
3. The position created in order to implement release time for the Association president shall be posted and available to certificated staff, subject to the following conditions:
 - a. Under no condition is this position to be involuntarily assigned to a member of the bargaining unit.
 - b. If the posting procedure does not result in a successful applicant; the administration shall advertise the position outside the district via the news media.
 - c. In the event that the position continues to remain vacant; the administration and the Association shall meet to discuss a course of action satisfactory to both parties.
- K. The Association shall have the right to have a representative speak, make a presentation, or conduct business at the conclusion of any teachers' meeting scheduled after pupil dismissal, except that at the opening orientation day the Association shall be entitled to fifteen (15) minutes on the agenda for Association business.
- L. 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 to the extent legal.

Article VI: MANAGEMENT RIGHTS

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

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

Article VII: WORKING HOURS FOR TEACHERS

- A. Professional personnel are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to “clock in or clock out” by hours and minutes. All professional personnel shall indicate their presence for duty by “initialing” in the appropriate column of the faculty “sign in” roster.
- B. The work day shall comprise the number of continuous hours from the time an employee reports for work to the time an employee leaves the building at the end of his/her work day. The total work day for certificated personnel shall be not more than seven (7) hours and thirty (30) minutes, exclusive of time required for pupil and parent conferences, and including a duty-free lunch period. Teachers shall be in attendance as required for special professional programs scheduled after school hours or in the evening, faculty meetings, not to exceed five (5) per month, parent conferences, and pupil conferences before or after school sessions.
1. A teacher shall be paid for scheduled semester parent conferences in excess of the regular school day of 7½ hours at the rate of \$24.38 per hour, except that the first five (5) hours of each semester of such conferences shall be without pay.
 2. A teacher who is scheduled for such conferences continuously for four (4) hours after the close of any 7½ hour school day shall be granted a paid thirty (30) minute dinner period.
 3. The schedule on days of scheduled semester parent conferences shall be structured to provide teachers a break of two hours on those days when the conference schedule results in a thirteen (13) hour day.
 4. Subject to review and approval by the principal, a teacher's attendance is not required if no conferences are scheduled during an evening session.
- C. Daily and Weekly Teaching Loads
1. **High School**
 - a. Instructional time for high school students:
 - 1) The homeroom period and passing time shall be incorporated into the schedule;
 - 2) Passing time between periods shall be 5.0 minutes;

- 3) The instructional day for students shall not start before 7:15 a.m.;
 - 4) Teacher working time before 7:15 a.m. and after student dismissal shall be unassigned time.
- b. The Board shall have the option to schedule a Period X at the end of the regular school day which period shall be the same length as a regular instructional period. Teachers assigned to Period X will be assigned a late reporting time so that the workday for teachers so assigned shall not be longer than the regular workday. The teachers' schedule shall reflect the same requirements and limits set forth elsewhere in this article. Faculty meetings shall begin not later than ten (10) minutes after the regular student dismissal.
 - c. The weekly scheduled teaching load for high school teachers shall not exceed five (5) teaching periods and one duty within one full cycle of the block schedule, and shall not exceed twenty-eight (28) hours of classroom teaching per week.
 - d. Teachers assigned a sixth teaching period shall be compensated at the rate of \$4,250 in 2022-2023, \$4,500 in 2023-2024, and \$4,750 beginning in 2024-2025 per course per semester.

All proration of a semester payment will utilize 90 as the divisor because a semester is comprised of 90 instructional days. (For example: Current compensation for a sixth teaching period is \$4,250 per semester. Teacher is assigned for only 45 instructional days. Prorated payment would be 45 days divided by 90 days = .50. Compensation is \$2,125 for 45 days.)

- e. High school teachers shall not be required to teach continuously for more than three (3) hours.
- f. Each high school teacher shall have at least one (1) preparation period per day.
- g. Reasonable effort shall be made to equalize within subject matter areas the number of teaching preparations and teaching stations.
- h. High school teachers shall have a daily duty-free lunch period.
- i. Teachers who travel between buildings shall be guaranteed at least the minimal prescribed preparation time.

2. Middle School

- a. The weekly scheduled teaching load for middle school teachers shall not exceed five (5) teaching periods and one duty daily and shall not exceed twenty-eight (28) hours of classroom teaching per week.
- b. Teachers assigned a sixth teaching period shall be compensated at the rate of \$4,250 in 2022-2023, \$4,500 in 2023-2024, and \$4,750 beginning in 2024-2025 per course per semester.

All proration of a semester payment will utilize 90 as the divisor because a semester is comprised of 90 instructional days. (For example: Current compensation for a sixth teaching period is \$4,250 per semester. Teacher is assigned for only 45 instructional days. Prorated payment would be 45 days divided by 90 days = .50. Compensation is \$2,125 for 45 days.)

- c. Middle school teachers shall not be required to teach continuously for more than three (3) hours and five (5) minutes.
- d. Each middle school teacher shall have at least one (1) preparation period per day.
- e. Reasonable effort shall be made to equalize within subject matter areas the number of teaching preparations and teaching stations.
- f. Middle school teachers shall have a daily duty-free lunch period.
- g. Teachers who travel between buildings shall be guaranteed at least the minimal prescribed preparation time.
- h. Teachers assigned to zero period shall not be assigned a class last period of any day that they teach such a zero period.

3. Elementary School

- a. The weekly schedule teaching load for elementary school classroom and special subject teachers shall not exceed twenty-eight (28) hours of classroom teaching per week. A teacher who is required to teach beyond the twenty-eight (28) hours per week shall be compensated at the rate of \$24.38 per hour.
- b. Elementary teachers shall not be required to have pupil contact continuously for more than three (3) hours. For the purpose of calculating pupil-contact time, homeroom period and duty before homeroom shall be included. In the event that an elementary teacher's regular weekly work schedule provides that he/she shall have pupil-contact continuously for more than three (3) hours for the entire school year, he or she shall receive a stipend of \$687 for the school year, with appropriate proration for such extra pupil contact assignment of shorter duration than a full school year.

In no case shall an elementary teacher be required to have continuous pupil-contact for more than three and one half (3½) hours.

- c. Elementary teachers shall have at least one (1) preparation period per day, in addition to a duty-free recess period. A preparation period shall be defined as a minimum of thirty (30) minutes. Each elementary teacher shall have two hundred seventy (270) minutes of preparation per week within the pupil day, exclusive of the duty-free recess period. The pupil day shall include assigned duties prior to and including the homeroom period. A sincere attempt shall be made to schedule such 270 minutes. In the event that a teacher is scheduled less than 270 minutes (exclusive of the duty-free recess period) per week, he or she shall receive a stipend of \$687 for the school year, with appropriate proration for such reduced preparation time of shorter duration than a full school year. In no event shall any teacher be assigned less than 240 minutes per week of preparation time.
- d. Teachers shall have a duty-free lunch period of thirty (30) minutes.
- e. The procedures for recess coverage shall be as follows:
 - 1) Certificated substitutes or a certificated substitute and an aide will be hired for recess duty;
 - 2) In the absence of such substitutes and/or substitutes and aides, teacher volunteers, in the order of seniority, shall be assigned to recess duty;
 - 3) In the absence of both 1) and 2) above, teachers shall be assigned by the administration on a rotational basis from amongst all classroom teachers and all special area teachers and all special education, resource room, physical education, and speech teachers. Specifically excluded are: psychologists, learning consultants, social workers, nurses, and librarians.

This recess period shall be a minimum of fifteen (15) minutes and shall not exceed thirty (30) minutes in length and shall be compensated at the rate of \$19.49 per coverage.
- f. Teachers who travel between buildings shall be guaranteed at least the minimal prescribed preparation time.

- D. 1. The practice of using a regular teacher as a substitute, thereby depriving the teacher of a preparation period, is undesirable and shall be discouraged. In those cases where regular teacher 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. Volunteers and assigned teachers shall be paid per coverage at the rate of \$29.22. 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 the said school.

2. Whenever a physical education teacher's per period class load is increased by 10 or more students from another class because of the unavailability of a substitute, compensation shall be paid at the rate of \$29.22 per incident.

E. Notwithstanding any other provisions of this Agreement, the Board and the Association agree that middle and elementary school teachers may volunteer for, or be assigned, to cafeteria supervision in accordance with the following terms:

1. Teachers may volunteer for cafeteria supervision for the entire school year or for such lesser time as may be approved by the principal.
2. The principal shall distribute to all middle and elementary school teachers a form on which to indicate their willingness to volunteer for cafeteria supervision for the school year. This form shall be distributed by the principal within the first five (5) working days of the school year.
3. In the absence of an adequate number of volunteers for cafeteria supervision, the principal may assign teachers to cafeteria supervision. A list of available teachers for each lunch period shall be developed by the principal and posted. Assignment shall be made from this list on a daily continuously rotating basis.
4. If there is an excess of volunteers for cafeteria supervision, the principal shall have the right to choose from among the volunteers those teachers who shall be given cafeteria supervision and the length of their assignments.
5. Teachers in the elementary and middle schools may eat lunch during this duty assignment.
6. Any action taken by the principal with regard to the selection or removal of volunteer or assigned teachers shall not be subject to the grievance/arbitration provisions of the Agreement.
7. Whenever a teacher on cafeteria supervision assignment is absent, the principal shall assign a substitute teacher if a substitute teacher is available. If a substitute teacher is not available, a regular teacher may volunteer to be used as a substitute. In the absence of a substitute or volunteer, the principal may assign a teacher to serve as a substitute.
8. The length of a daily cafeteria supervision assignment shall not exceed the length of one lunch period in the middle school and elementary school except in an emergency.
9. A teacher's rate of pay for cafeteria supervision shall be \$19.49 per daily assignment whether or not the teacher is a volunteer or has been assigned by the principal. The number of teachers per each daily cafeteria supervision shall not exceed two, except in an emergency.
10. Teachers who volunteer for, or who are assigned to, cafeteria supervision shall submit vouchers for payment each month with a procedure to be determined by the principal.

F. Saturday Suspension

1. Saturday suspension is scheduled for 8 AM until noon.
2. Compensation shall be at six times the class coverage rate.
3. Should any students require supervision for 15 minutes or longer beyond noon, the teacher will be compensated for another full hour.
4. If no assigned students arrive by 8:30 AM, the teacher shall leave and be compensated for two hours.
5. Should the detention be canceled by the school administration for any reason, the teacher will be advised no later than the school day on Friday.
6. A telephone shall be installed in the detention location. Teachers shall be provided with appropriate emergency numbers.
7. In the absence of volunteers, faculty members may be assigned to the duty. Should that become necessary, the administration and representatives of the Randolph Education Association will jointly develop an equitable procedure for rotating the assigned duty.

G. High School Unit Lunch Monitors

High school teachers may volunteer or be assigned as unit lunch monitors in accordance with the following terms:

1. Teachers may volunteer to be unit lunch monitors for the entire school year or for a lesser time as may be agreed to by the Principal.
2. The Principal shall post the availability of positions as a unit lunch monitor prior to the start of the school year.
3. In the absence of an adequate number of volunteers, teachers may be assigned, in reverse seniority order, as unit lunch monitors. Such involuntary assignments shall be made on an equitable rotating basis.
4. If there is an excess of volunteers, the principal shall have the right to choose, in order of seniority, those teachers who shall be assigned as unit lunch monitors.
5. Teachers may eat lunch during this duty assignment.
6. Whenever a teacher/unit lunch monitor is absent, the principal shall assign a substitute teacher if one is available. If a substitute is not available, a regular teacher may volunteer as a unit lunch monitor. If a substitute is not available, the principal may assign teachers to serve as a substitute.
7. The length of the daily unit lunch assignment shall be 50 minutes.

8. Teachers who volunteer for, or who are assigned as a unit lunch monitor shall submit vouchers for payment each month to the principal for approval.
9. A teacher's rate of pay as a unit lunch monitor shall be \$31.32 per daily assignment whether or not the teacher is a volunteer or has been assigned by the principal.
10. Each unit lunch monitor shall be assigned to a specific area of the high school campus. Unit lunch monitors will be responsible for supervising students and their behavior during the unit lunch. Unit lunch monitors will direct students to safely, efficiently and thoroughly dispose of trash after eating.

Article VIII: WORKING HOURS FOR SUPPORT PERSONNEL

- A. The total work day for custodial, maintenance, and computer technicians shall be eight hours including a thirty (30) minute duty free lunch period and a fifteen (15) minute break not to be scheduled in the first or last hour of the shift or in conjunction with lunch. All breaks must be scheduled with the approval of the supervisor. All eight (8) hours of each work days, including the lunch break, shall be counted as hours worked for purposes of calculating overtime. It is expressly agreed that all paid time off including sick leave, vacation leave, personal leave, compassionate leave and/or family illness leave shall not count as hours worked for overtime purposes in accordance with the Fair Labor Standards Act.

The total work day for secretarial/office personnel shall be eight hours including a sixty (60) minute duty free lunch period.

- B. Overtime after forty (40) hours per week shall be compensated at the rate of time and one half of the individual's hourly rate.
- C. Employees directed by supervisory personnel to perform duties requiring the use of their own automobiles shall be reimbursed to reflect the current IRS rate, unless a different rate is mandated by law.
- D. Employees substituting in a higher job classification will receive the higher rate effective the sixth (6th) consecutive day and retroactive to the first day, exclusive of vacation leave coverage.
- E. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training, or other such sessions which an employee is required and/or requested by the administration to attend.
- F. Custodial and Maintenance

1.
 - a. Overtime for custodial personnel shall be distributed on a rotating basis by seniority, building by building. When building seniority is exhausted, district seniority shall apply. All regulatory guidelines shall apply.
 - b. Overtime for maintenance and grounds shall be distributed on a rotating basis by seniority except in instances where a specialty skill, such as electrical, plumbing, locksmith, HVAC, and pesticide licenses, is required.
 - c. A separate list combining all custodial shifts within a building shall be established for weekend work and shall follow the procedure outlined in Article VIII.F.
 - d. The administrator supervisor shall assign all overtime.

2. Employees are expected to report for work for a full shift except when weather conditions make driving unsafe. These decisions shall be made at the sole discretion of the superintendent.

3.
 - a. The Board shall provide for the rental and cleaning of uniforms for custodial and maintenance personnel.

The shoe allowance for custodial and maintenance personnel shall be \$162 per school year. (All allowances have been “grossed up” and shall be treated as reportable income.) Uniform/shoe allowance shall be paid by July 15 of each school year; provided, however, that employees who do not return to work for the new school year must refund the allowance payment to the school district.
 - b. Foul weather and cold weather gear shall be purchased by the Board and be available in the buildings for those personnel who are required to work outdoors.
 - c. The Board shall implement written administrative procedures to speed reimbursement of shoe and uniform allowances for support staff upon submission of appropriate proof of purchase. These procedures shall be reviewed and approved by the Association prior to implementation. Any changes to these procedures shall be reviewed and approved by the Association.

4. Emergency callbacks, excluding routine boiler and building checks, shall be guaranteed a minimum of two (2) hours at the overtime rate.

5. All school holidays, listed in the contract (see Article X: “Custodial and Maintenance”), and Easter Sunday shall be compensated at double time. Other Sundays shall be compensated at the rate of time and one-half the hourly rate of the employee.

6. The shift for the head custodian will be established by the administrator or supervisor.

G. Athletic Trainer

1. Work Day

- a. The athletic trainer will work the equivalent of a thirty-seven and one-half (37½) hour week.
- b. The athletic trainer shall have a daily thirty (30) minute duty-free meal break.
- c. Compensation for time beyond the above shall be paid in accordance with Schedule I.
- d. All trainers hired after 8/15/17 will work 45 hours threshold for \$4,000 per season stipend.

2. Work Year

- a. The work year for the athletic trainer shall begin in accordance with the NJSIAA calendar.
- b. The athletic trainer shall receive the final paycheck and the pay schedule for the following year on the last work day in June.
- c. The athletic trainer shall be paid in twenty (20) equal semi-monthly installments.

H. Paraprofessionals

1. The total work day for Paraprofessionals shall be seven and one-half (7½) hours inclusive of a duty-free lunch equal to the length of the student lunch time, and two (2) breaks of no less than fifteen (15) minutes each, one in the morning and one in the afternoon. The Board shall not be required to provide substitutes when instructional assistants are on break.
2. Paraprofessionals shall not be required to be in attendance when teachers are not required to work during the regular school year other than during orientation for new personnel as noted in section I (3).
3. The work year for Paraprofessionals shall not exceed one hundred eighty-three (183) days, provided that new personnel may be required to attend up to an additional three (3) days orientation.

I. Secretaries

1. In accordance with the Fair Labor Standards Act, when overtime is authorized by an administrator, it shall be the option of the employee whether the reimbursement shall be compensation time or overtime pay. If the employee chooses compensation pay, then it shall be compensated at the rate of time and one-half.

2. In cases of delayed openings, emergency early dismissals, or emergency closings, the secretary day shall be comparable to the teacher work day. In the case of early dismissal, one secretary, at the direction of the building administrator, will remain no longer than forty-five minutes after the student dismissal. The administrator shall seek a volunteer first, and, if no volunteer is found, then the forty-five minute duty shall be assigned on a rotating basis.

Article IX: WORK YEAR FOR TEACHERS

- A.
 1. The in-school work year for classroom teachers employed on a 10-month basis work-year shall not exceed one hundred eighty-four (184) days. This shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required. There shall be 180 student contact days and four (4) days on which students shall not be in attendance.

New personnel may be required to attend an additional three (3) days of orientation.
 2. Of the four (4) non-student service days:
 - a. Two (2) days shall be scheduled before the start of the school year for students. These days shall not be scheduled before September 1 and shall not be scheduled on the Friday before the Labor Day Holiday Weekend. One of these two days shall be assigned to use by the administration to structure and schedule relative to the needs of the opening of school. The second day shall be assigned for the sole use of the teachers in preparing their classroom and materials for their meetings. It is to be used singularly by the professional staff as a personal preparation day. There will be no such activities that would intrude on the teachers use of this time.
 - b. One (1) day shall be devoted to the Professional Development of the staff and shall be scheduled anywhere during the student school year. No teacher shall be assigned to an in-service program that does not qualify for credit for state professional development requirements. No teacher shall be assigned to an in-service program for which he/she is not given credit for state professional development requirements. No teacher shall be required to remain in attendance on staff development day except for time assigned to an in-service program. In addition to the one professional development day, teachers shall complete 12 hours of professional development work under the 12 Your Way program as set forth in Article XXVI D.
 - c. One (1) day shall be scheduled on the last day of the teacher work year and shall be designated as a minimum length day as permitted by law.
 3. The last day of the teacher work year shall be designated a half day.

4. The day before Thanksgiving and the day before the December Winter Break shall be scheduled as a minimum length day as permitted by law.
5. The option to schedule the high school graduation on a Sunday may be used provided that all teachers (including Senior Class Advisors) volunteering to assist at graduation be given an extra personal day in exchange for their assistance. Teachers may not be assigned to graduation duties. If a teacher refuses to assist then another teacher at the high school may be asked. If this pool of volunteers is depleted then district teachers may be asked to volunteer.

B. 1. Teachers employed for a 10+ 1 contract shall work the teacher work year plus one month (twenty (20) work days) in July and August and shall receive 1/10 of their annual salary for the succeeding year (10 month basis). Specific schedules shall be determined by the administration after consultation with the teachers involved. Schedules shall be arranged to provide each teacher with a block of time for vacation periods. This section applies only to teachers employed during the summer in positions/functions related to their ten month positions/functions.

2. a. Any teacher employed between the last teacher work day in June and the first teacher work day in September, and for less than twenty (20) days, shall be paid \$246 for each day worked in the school year. Specific schedules shall be determined by the administration after consultation with the teachers involved. Schedules shall be arranged to provide each teacher with a block of time for vacation periods. This section applies only to teachers employed during the summer in positions/functions related to their ten (10) month positions/functions.

b. In all other cases, individuals (e.g. guidance counselors, work study coordinators, and the like working in their same job capacity) who accept employment between the last teacher workday in June and the first teacher work day in September, and for less than twenty (20) days, shall be paid 1/200 of their annual salary for the succeeding school year for each day worked. Schedules shall be arranged to provide each person with a block of time for vacation periods.

C. School closings for inclement weather and other emergencies shall be determined by the superintendent.

Article X: WORK YEAR FOR SUPPORT PERSONNEL

A. The work year for support personnel shall be determined as follows:

1. The work year for custodial, maintenance, grounds and computer technicians shall be twelve months beginning July 1 and ending June 30.

2. For secretarial and office personnel there are both ten-month and twelve-month positions. The following provisions apply:
 - a. The Board may, at its discretion, designate new or existing secretarial positions as either ten-month or twelve-month in duration. However, twelve month secretarial positions existing as of June 17, 1988, shall be reduced to ten months only in the event of a vacancy. Current employees (as of June 17, 1988) who wish to continue in a twelve-month status shall be permitted to do so.
 - b. The work day for ten-month secretarial employees shall be as provided by Article VIII, paragraph A.
 - c. The work year for twelve-month secretarial employees shall be July 1 through June 30. The work year for ten-month secretarial employees shall be September 1 through June 30.
 - d. It is expressly understood that the vacation provisions of Article X, paragraph B, will not apply to ten-month secretarial employees and such employees shall receive vacation only during teacher recess periods.
 - e. The salary for ten-month secretarial employees shall be eighty-three percent (83%) of the appropriate step and level of the secretarial/office personnel salary guide.
 - f. All provisions of this agreement which govern the rights and obligations of twelve-month secretarial employees also apply to ten-month secretarial employees.
 - g. With the express exception of vacation pay, as set forth in paragraph d above, all benefits available to twelve-month secretarial employees shall be similarly available to ten-month secretarial employees.
 - h. In the event of a transfer by any employee serving in a ten-month secretarial position to a twelve-month secretarial position, all service by such employee in the ten-month position shall be included as “years of service” for the purposes of determining the amount of vacation available to such employee under Article X, paragraph B.

3. The workday before Thanksgiving and before the December Winter Break shall be scheduled as a minimum length day as permitted by law for all educational support personnel.

B. Vacations for custodial, maintenance, grounds, secretarial, and office personnel shall be as follows:

1. A full year’s credit of vacation entitlement shall be granted if the employee has been on the payroll for more than one-half ($\frac{1}{2}$) the work year for that employee.
2. An employee who has been on the payroll for less than one-half year shall be granted vacation time as follows:

January start date, 5 days

February start date, 4 days

March start date, 3 days

April start date, 2 days

May start date, 1 day

June start date, 0 days

3. As a general practice, vacation time shall be used following the year in which it has been earned.
4. Two weeks (10 working days) after one year's service;
Three weeks (15 working days) after five years' service;
Four weeks (20 working days) after fifteen years' service.
5. An additional week of vacation may be granted without pay at the superintendent's option.
6. Vacations may be taken any time during the year only with prior approval of the superintendent or his/her designee. A maximum of five (5) unused vacation days may be carried over to the following work year. As a general practice, vacation days shall not be granted in excess of two (2) consecutive weeks; however, vacations of three (3) or four (4) consecutive weeks may be approved by the immediate supervisor. Such request shall not be unreasonably denied.

C. Secretarial and Office Personnel

1. Beginning with the day after Labor Day, secretaries and office personnel shall not be required to be in attendance when teachers are not required to work during the remainder of the school year. In the event that the teachers' work year is shortened at the end of the year, this shall not be considered a day off for secretaries and other personnel.
2. Holidays which do not occur during the regular school year will be provided as follows:
 - a. Independence Day (or the state designated day)
 - b. Labor Day

D. Holidays: Custodial, Maintenance, Grounds and Computer Technicians

1. Independence Day (or the state designated day)
2. Labor Day
3. Thanksgiving (2 days)
4. Christmas (2 days)
5. New Year's (2 days)
6. Presidents' Day
7. Good Friday
8. Memorial Day
9. One holiday when school is not in session to be chosen at the option of the employee with five days notice to the responsible administrator.

E. Computer Technicians

For computer technicians that are twelve (12) month employees, the following provisions apply:

1. The work year for twelve (12) month computer technicians shall be July 1 through June 30.
2. Each computer technician shall be granted four (4) weeks (20 days) for vacation periods during their work year.
3. A full year's credit of vacation entitlement shall be granted if the employee has been on the payroll for more than one-half (1/2) the work year for that employee.
4. An employee who has been on the payroll for less than one-half (1/2) year shall be granted vacation time as follows:
 - January start date, 10 days
 - February start date, 8 days
 - March start date, 6 days
 - April start date, 4 days
 - May start date, 2 days
 - June start date, 0 days.
7. As a general practice vacation time shall be used following the year in which it has been earned.
8. Computer technicians shall have four (4) personal days and twelve (12) sick days.

Article XI: NON TEACHING DUTIES

- A. The Board shall arrange for and maintain appropriate insurance to cover all damages, losses and expenses incurred by an employee against whom any action shall be brought for any act or omission arising out of the authorized use of his/her automobile in the performance of school duties. Collision coverage on employees' cars is not provided.

Article XII: EMPLOYMENT

- A. The Board agrees to hire only teachers holding certificates issued by the New Jersey State Board of Examiners for every teaching assignment.
- B. Placement on Salary Schedules
 1. Each teacher shall be placed on his/her proper step of the salary schedule in accordance with paragraphs 2 and 3 below.

2. Upon initial employment salary guide credit for previous outside teaching experience in a duly accredited school shall be established after evaluation of such experience by the superintendent.
 3. Upon initial employment of support staff personnel, placement on the salary guide shall be negotiated by the employee and the Board. The Board and/or its agents shall be sensitive to morale problems generated by past hiring practices.
 4. Credit for military service shall be granted in accordance with the statutes.
 5. In determining the proper salary schedule step for an employee on his/her second and succeeding contracts, credit shall be given for a full year of employment to an employee who has been employed and on the payroll in this system for more than one-half of the work year established for his/her position.
- C. For all returning employees hired prior to July 1, 2022, previously accumulated unused sick leave days shall be returned to all returning employees, provided such leave has not been transferred and used in another school district.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 30, provided that negotiations establishing salary guides have been completed by that date.
- E. If a teacher is not going to be given a contract for the next year, he/she must be notified by May 15.
- F. Teachers hired after January 1 shall be notified of their contract and salary status on or before the last day of school.

Article XIII: SALARIES

- A. Pursuant to the provisions of paragraph B below, the salaries of all employees covered by this Agreement are set forth in Schedules A through L which are attached hereto and made a part hereof.
1. Employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
 2. Employees employed on a ten (10) month basis shall be paid in twenty (20) semimonthly installments.
 3. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their pay on the last previous working day.
 4. Employees shall receive their final checks and the pay schedule for the following year on the last working day in June.
 5. Longevity payments shall be made as follows:

- a. Employees who have completed five (5) years of successful continuous service in Randolph Township shall be granted \$100 of additional salary each ensuing year of successful service after the 5th year until completion of the 10th year:
 - b. Employees who have completed ten (10) years of successful continuous service in Randolph Township shall be granted \$200 of additional salary each ensuing year of successful service after the 10th year until completion of the 15th year.
 - c. Employees who have completed fifteen (15) years of successful continuous service in Randolph Township shall be granted \$400 of additional salary each ensuing year of successful service after the 15th Year until completion of the 20th year.
 - d. Employees who have completed twenty (20) years of successful continuous service in Randolph Township shall be granted \$500 of additional salary each ensuing year of successful service after the 20th year until completion of the 25th year.
 - e. Employees who have completed twenty-five (25) years of successful continuous service in Randolph Township shall be granted \$600 of additional salary each ensuing year of successful service thereafter.
- 6. Longevity is hereby eliminated for all new hires.
 - 7. For purposes of longevity credit, an extended leave of absence shall not be construed as an interruption of continuous service; however, time on leave shall not be credited.
 - 8. Longevity entitlement shall be granted a full year of credit if the employee has been on the payroll for more than one-half (½) the work year for that employee.
- B. Advancement on the salary schedules covered by this Agreement shall not be automatic but shall be granted for years of satisfactory service upon recommendation of the superintendent after evaluation by at least one person qualified to supervise. The Board retains the right to deny an increment on a salary schedule for inefficiency or other good cause.
- A teacher whose increment will be denied must be so notified in writing; he/she must be given specific reasons in writing for the denial of increment; and such teacher shall receive in the succeeding school year a salary of the same dollar amount as he/she received in the year in which the increment was denied. If a teacher is successful in the succeeding year, he/she shall be placed on the next higher step than the step he/she was on during the year in which the increment was withheld.
- C. Salary payment on Schedule B: Secretarial/Office Personnel shall be in accordance with the following level descriptions: Managerial, Administrative and Supervisory.

Article XIV: TEACHER ASSIGNMENT

- A. All teachers shall be given notice of their salary schedule, class and/or subject assignments, building assignments, and room assignments for the forthcoming year. This notification shall be given no later than the last working day in June. However, when extenuating circumstances intervene, this date may be superseded. When a teacher's assignment is to be changed during the school year, notification shall be given prior to said change.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside of the scope of their teaching certificates except in the case of an emergency and in accordance with provisions of the statutes.
- C. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the current IRS rate per mile (unless a different rate is mandated by law) for all driving done between arrival at the first location at the beginning of their work day and other locations to which they may be assigned.

Article XV: VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. The superintendent shall deliver to the Association and make available electronically a list of the known vacancies which shall occur during the following school year. This list shall be amended periodically as vacancies occur. Transfer of employees for the purpose of replacing them with other employees in the system shall not be construed as creating vacancies.
- B. In the determination of requests for voluntary reassignment and/or transfer, the superintendent shall honor the wishes of the individual employee to the extent that the transfer does not conflict with the instructional or educational requirements and best interests of the school system as determined by the superintendent. If such a request for voluntary transfer is denied, the superintendent shall submit upon request of the employee the reasons in writing for his/her decision.
- C. A teacher who desires a change in grade and/or subject assignment or who desires to transfer to another building may file a written statement of such desire with the superintendent not later than April 30. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred in the order of preference.

Article XVI: PROMOTIONS

- A. All vacancies for promotional and non-promotional positions shall be publicized by the superintendent. A copy of said notice shall be forwarded electronically to the president of the Association and also made available electronically prior to conducting any interviews. The notice shall set forth the qualifications for the position, its duties, and the rate of compensation. During summer vacation all notices shall be sent to a designated representative of the Association.

- B. An employee who desires to apply for such a vacancy shall submit his/her application electronically. Applications shall be kept on file for one school year. Employees may resubmit applications for promotion for the following school year.
- C. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building, and a list shall be given to the Association indicating which positions have been filled and by whom.

Article XVII: TEACHER EVALUATION

- A. The ultimate focus or purpose of supervision is the promotion of pupil growth through the improvement of instruction. Improvement of instruction can and does take many forms, including in-service, curriculum development, the evaluation of teacher performance, and personal characteristics which affect instruction.
- B. Evaluation of teachers is a part of the total supervisory process and an essential responsibility of the school administration.
- C. In order to implement an effective program of evaluation, the following procedures shall be followed:
 - 1. The overall performance of each teacher shall be evaluated annually in accordance with state law.
 - 2. Formal Observations
 - a. All formal observations shall be in accordance with State Law and Regulations.
 - b. After each formal observation the supervisor shall complete a teacher observation report form and shall meet with the teacher within ten (10) school days to discuss the observation. The teacher shall be required to sign or electronically acknowledge the observation report form. He/she may make comments on the form or append material to it within ten (10) school days of signing the observation report form. Signing or acknowledging the observation report form does not necessarily signify approval or agreement but indicates that the teacher has seen it.
 - c. Copies of the observations and evaluation shall be maintained electronically. A copy of any material in the teacher's personnel file shall be available to the teacher upon request if it is to be used in evidence. An employee will be permitted to make copies of any materials that are in his/her personnel files upon request.
- D. Final evaluation of a teacher upon termination of employment shall be concluded prior to severance.

Article XVIII: FAIR DISMISSAL PROCEDURES

The Board shall give to each non-tenured teacher continuously employed since the preceding September 30 either a written or electronic offer of a contract for employment for the next

succeeding year providing for at least the same terms and conditions of employment but such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or by May 15, written notice that such employment shall not be offered. If the non-tenured teacher desires to accept such employment, said teacher shall notify the Board of such acceptance in writing on or before June 1.

Article XIX: EMPLOYEE FACILITIES

The Board shall provide the staff with such materials and facilities as the administration shall deem are necessary for the accomplishment of its duties and responsibilities.

Article XX: EMPLOYEE-ADMINISTRATION LIAISON

- A. A district advisory council shall meet with the superintendent upon request from either party to review and discuss operating policies. The REA and the superintendent will decide mutually upon the process of selection for this council.
- B. A liaison committee in each school building shall meet with the principal upon request from either party to review and discuss building operating policies. The liaison committee shall consist of:
 - 1. Association building representatives plus one (1) member for every twenty (20) employees or fraction thereof for each of the elementary schools and the middle school.
 - 2. The Association building representatives plus one (1) member for every thirty (30) employees or fraction thereof for the high school
- C. The Board and the REA shall establish a Board-Association Liaison Committee which shall meet periodically during the term of the new Agreement. The Liaison Committee shall not address matters that are subject for collective negotiations.

Article XXI: SICK LEAVE

- A.
 - 1. Any employee employed on a ten month contract shall be entitled to ten (10) sick leave days (twelve (12) days for twelve month employees) each school year as of the first official day of said school year whether or not he/she reports for duty on that day. Unused sick leave days shall be accumulated from year-to-year with no maximum limit.
 - 2. Employees employed for less than a full school year or work year shall receive one (1) day of sick leave for each month of employment.
 - 3. All employees shall be afforded two (2) family illness days per year to be utilized in the same manner as sick leave. Unused family illness days shall accumulate as unused sick leave days at the end of each year.

- B. Any teacher who is employed for one month (10 plus 1) during the summer shall be granted two (2) additional sick leave days.
- C. All employees shall receive a written or electronic accounting of accumulated sick leave days by September 15 of each school year. Requests for sick leave accounting at other times of the year are to be made in writing by the individual to the superintendent.
- D. After fifteen (15) years of employment in the district upon retirement, employees shall receive payment for unused sick leave days accumulated. Payment for each unused sick day shall be calculated as follows for each school year of this Agreement:

Teacher	\$52
Instr. Asst.	\$39
Secretary	\$27
Custodian	\$27
Maintenance & Grounds	\$27
Computer Tech	\$27

Article XXII: OTHER LEAVES OF ABSENCE

A. Temporary Leaves of Absence

Subject to section D of this article, employees shall be entitled to the following temporary non-accumulative leave of absence with full pay each school year:

1. Absence due to death in the employee’s immediate family or household shall be allowed with full pay for a period not to exceed five (5) working days. (Immediate family shall include husband, wife, children, mother, father, grandparents, sisters, brothers, sisters-in-law, brothers-in-law, parents-in-law, step parents, step siblings, step children, civil union/domestic partner, or other relatives who live in the same household).
2. Absence due to the death of a non-immediate member of the employee’s family or a non-family member living in the employee’s home, shall be allowed with full pay for the day of the funeral; an additional two days may be granted, at the discretion of the superintendent, for travel.
3. Absence for personal business shall be limited to three (3) school days per year for those employees under Schedule A and K. Absence for personal business shall be limited to four (4) school days per year for those employees included under Schedules B, C, F, and L. An additional two (2) days with the pay of a substitute deducted may be granted at the discretion of the superintendent. If no substitute is employed, the equivalent pay of a substitute will be deducted. Personal business is that which cannot be arranged at any other time. If a personal day is requested by

an employee on a day immediately preceding or immediately following a school vacation or recess, prior approval must be secured from the superintendent.

4. An employee may use personal days to build a compassionate leave bank containing a maximum of ten (10) days.

The use of compassionate leave days is restricted to illness in the family or family emergencies. Once banked, single compassionate leave days may be used by the employee upon request. Employees who desire to use two (2) or more compassionate leave days in succession, or who wish to use a compassionate leave day in tandem with one (1) or more personal days, must secure the approval of the superintendent.

5. Absence from school or duty by reason of subpoena or jury duty shall be allowed, provided the subpoena is filed with the superintendent. However, payment received for such duty shall be deducted from the employee's pay. If an employee is party to a suit, absence shall be without pay unless the Board, at its own discretion shall determine otherwise.
6. Absence authorization for an employee's own wedding shall be two (2) working days. With prior approval of the superintendent, such absence may be extended to a total of five (5) working days by use of personal day entitlement provided under paragraph A.4 of this article.
7. Absence for reasons other than those stated above may be considered and approved by the Board.

B. Pregnancy Disability Leave

1. Any employee of the Board may, upon confirmation of her pregnancy, apply to the Board for a disability leave. Such leave shall be granted in conformance with the following procedures.
2. Such request shall be accompanied by a physician's written confirmation of the anticipated date of disability and the anticipated date of delivery. This confirmation shall be sent to the Board no later than sixty (60) days prior to the anticipated date of delivery.
3. Sick leave may be utilized during the actual period of disability during the pregnancy in accordance with state laws, regulations and case law.

a. Absent medical documentation to the contrary, teachers will be presumed disabled as a result of pregnancy/child birth for thirty (30) calendar days before and after the date of delivery. Other than completing the U.S. Department of Labor Form WH-380. "Certification of Health Care Provider." No other medical documentation shall be required in order to use sick leave during this period. Teachers may use sick leave outside of the thirty (30) day period upon providing medical documentation evidencing a pregnancy/childbirth related disability.

b. Teachers shall utilize their entitlement to sick leave for all pregnancy/childbirth-related disability prior to commencing Family and Medical Leave Act ("FMLA") leave. In accordance with its eligibility rules and regulations, teachers

shall use FMLA leave for any period of pregnancy/childbirth-related disability during which the teacher has no sick leave available.

4. The Board shall not maintain or enforce any policy or practice for removal of any tenured or non-tenured employee from her duties based on pregnancy or term of pregnancy but shall consider and treat each employee on an individual basis.
5. The Board may remove any pregnant employee from her duties on any one of the following bases:
 - a. Performance: Her work performance has declined because of disability from the time immediately prior to her pregnancy.
 - b. Physical incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue or resume working, and which physical incapacity shall be deemed to exist only if:
 - 1) the pregnant employee fails to produce a certification from her physician that she is medically able to continue work following a request by the Board for such certification; or,
 - 2) the Board's physician and the employee's physician agree that she cannot continue working; or,
 - 3) following any difference of medical opinion between the Board's physician and the employee's physician, the Board requests expert consultation in which case the Morris County Medical Society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working or to remain on disability leave occasioned by pregnancy. The expense of any examination by an impartial third physician under this paragraph shall be paid by the Board.
6. An employee may return to work immediately following the medically certified disability period upon notice to the Board which must be given at the same time as the initial notice of pregnancy request for disability leave is presented to the Board referred to in paragraph 4 above, and subject to paragraph 7 above.
7. In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Board in writing to return to her position prior to the termination of the disability period for which leave had been requested initially. Such return shall be effective no later than seventy-five (75) calendar days from the date of application by the employee seeking early return from disability leave, or on the beginning date of the first marking period or on the beginning date of the third marking period nearest the date of application to return. The choice of either of the dates shall be at the Board's discretion. During this period of time between the

end of the medical disability period and the date of return to duty, the employee shall be placed on an unpaid leave of absence.

C. Child Rearing Leave

1. In the case of the birth of a child or the adoption of a child, any tenured employee shall have the right to apply for a leave without pay for child rearing purposes. In cases where both husband and wife are employees in this school system, only one of said persons may be entitled to such leave at any one time.

Family leave for the care of a newborn or newly-adopted child will be granted, without pay, to eligible teachers in accordance with the federal Family and Medical Leave Act and the state Family Leave Act (“NJFLA”) and applicable regulations. Leave taken for the same purpose, e.g. to care for a newborn, shall count simultaneously against both the FMLA and NJFLA. Notwithstanding the foregoing, if an employee is utilizing FMLA leave because of his or her own disability, including a disability related to pregnancy or childbirth, and a child is born or adopted while he or she is still on FMLA disability leave, the intervening birth, adoption or serious family illness does not convert the FMLA leave to a leave under the NJFLA. For as long as the employee continues to be eligible for FMLA leave based on his or her own disability, the leave does not simultaneously count against the employee’s entitlement under the NJFLA.

2. A child rearing leave shall be granted for not more than two (2) full school years and the remainder of the school year in which the leave began.
3. Application for a child rearing leave must be filed at least sixty (60) days before the anticipated birth of the child. Application shall specify the intended period of leave requested by the employee. Application deadlines may be waived in cases of sudden emergency.
4. Child rearing leave for employees on pregnancy disability leave shall begin immediately upon the termination of the pregnancy disability as certified by the employee’s physician subject to paragraph 7 above.
5. The termination date of the child rearing leave shall be coincidental with either the beginning of the first or third marking period.
6. Notification by the employee of either (a) intent to return, (b) request for an extension, or (c) shortening of time for a previously approved child rearing leave shall be submitted in writing to the superintendent not later than April 1 .
7. A child rearing leave may be granted a non-tenured employee but shall not be extended beyond the end of the contract year in which the leave began.
8. An employee returning from disability and/or child rearing leave(s) is entitled to all benefits to which employees returning from other leaves would be entitled.

- D. A notification or request for any temporary leave of absence shall be forwarded on the appropriate form to the superintendent for his/her approval.
- E. Absences for reasons in addition to those outlined in this agreement and meeting the guidelines established under the Family Leave Act will follow requirements as outlined under the Family Leave Act.

Article XXIII: EXTENDED LEAVES OF ABSENCE

- A. A sabbatical leave or leave of absence without pay may be granted to a teacher by the Board for study in one’s own field or in another area of specialization, or for other reasons of value to the school system should the Board find it financially feasible to do so.
- B. To be considered for a sabbatical leave, an applicant shall have completed at least seven (7) full school years in Randolph school service. Application must be made prior to January 1 of the year preceding the school year for which sabbatical leave is requested. Applicant shall be notified on or before April 1 of the Board’s decision. Upon returning to work he/she shall be placed on the salary schedule he/she would have achieved had he/she remained actively employed, and he/she shall agree to remain with the district for at least one full year following such leave. Should the teacher voluntarily leave the district before the completion of one full year, he/she must repay the amount of money he/she received while on sabbatical leave for each month that he/she departs before the completion of one full year.
- C. The period of leave shall be established at the time of application. Teachers on sabbatical leave of one-half year or less shall receive full pay. Those on sabbatical leave for more than one-half year shall receive half pay. All shall be entitled to receive the other benefits set forth in this Agreement.
- D. Each application requesting a sabbatical leave or leave of absence with or without pay shall receive written acknowledgement and notification of disposition and the reasons for disposition of said request.

Article XXIV: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board shall reimburse a staff member at the Montclair University graduate credit rate to a maximum of six (6) credits for graduate work taken provided each course is approved by the Superintendent and taken in accordance with the criteria listed below.
 - 1. Each course must be within the scope of the staff member’s professional certificate or must be in the area of general professional development which is deemed by the superintendent to be valuable in improving the professional performance of the staff member in the position he/she now holds.
 - 2. Any course specifically required for a degree in the staff member’s field.

3. While the Board recognizes the importance to the school system of general cultural improvement of staff members, it also recognizes that this is a personal responsibility of the staff member and no reimbursement shall be granted for such courses.
4. No reimbursement shall be given for courses taken to fulfill requirements for temporary, provisional, emergency, or initial standard certificates, or for advanced degrees in field other than the field in which the staff member is now working unless such courses are specifically recommended by the superintendent for the good of the school system.
5. All requests by teachers for approval of courses must be channeled through the principal to the superintendent as follows:
 - a. For fall semester courses, not later than October 15
 - b. For spring semester courses, not later than February 15
 - c. For summer courses, not later than July 15
 - d. For intersession courses, not later than the second class meeting
6. Since reimbursement for professional staff improvement is provided for the ultimate benefit of the children and schools of Randolph Township, no reimbursement shall be made for courses taken by staff members who, for any reason other than in the case of the RIF of a tenured teacher, indicate that they will leave the system. Non tenured teachers who are not renewed will be reimbursed upon recall and return to the school district.
7.
 - a. A statement of final passing grade attained and receipt for tuition payment must be submitted along with a voucher before payment may be made. Courses taken after July 1, 2023 on a pass/fail basis are not eligible for reimbursement. A grade of B or better must be obtained for reimbursement. The voucher must be received within three (3) months of completion of the course(s) or shall be deemed waived. Reimbursements shall be made on a monthly basis provided that all required documentation is submitted to the superintendent of schools no later than the fifteenth (15) day of the month. Reimbursement checks shall then be issued no later than the fifteenth (15) day of the following month, provided that the staff member is still employed by the Board of Education. Any teacher who voluntarily leaves the employer within one (1) year of receiving such tuition reimbursement shall repay the Board the full amount of tuition reimbursement.
 - b. The Board's total annual maximum reimbursement obligation for Professional Development graduate course tuition reimbursement for eligible applicants shall be capped at \$192,000 for each year of this Agreement
 - c. Administration will advise the REA of the balance of the cap remaining upon request.
8. Credits earned for advancement to the BA+30 level are to be earned in a matriculate graduate degree program, or in a non-matriculated graduate course with the prior approval of the superintendent. Graduate credits earned prior to February 1, 1985 shall

be counted toward advancement to the BA+30 level. To advance to the MA+ level a teacher must have earned thirty (30) additional graduate credits at an accredited institution in courses in which regular class attendance and class presentations or papers are required of the student. To move to the MA+ level a master's degree must be included in the sixty (60) graduate credits.

9. Graduate level courses offered for degree credit by degree-granting institutions and arranged by the Board to be presented to teachers shall qualify for salary guide advancement.
 10. Teachers will notify the superintendent of a potential level change by December 1 of the previous academic year for salary guide advancement effective September 1.
 11. Teachers who conduct school sponsored courses after the work day shall be paid the hourly Home Instructional Rate (Schedule E) per each presentation hour. In the event the teacher is presenting a course for the first time, the teacher shall have the choice of either receiving three (3) times the CEU credit that will be earned by the course participants or of being paid the Home Instructional Rate per each presentation hour. In service courses taught within the school day will be paid at one-half (1/2) the hourly Home Instructional Rate.
- B. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service courses, or other such sessions which an employee is required and/or requested by the administration to take.
- C. Subject to the approval of the superintendent, employees may attend national, state and regional professional meetings, conferences, conventions and workshops. The amount of and procedure for issuance of reimbursement for substantiated expenses incurred for such attendance shall be in accordance with the limitations and requirements of applicable state statutes, Department of Education accountability travel regulations and the Board's travel policy.
- D. Professional Development

The Board and the Association agree to implement the 12 Your Way ("12 YW") professional development program for teachers upon the following terms and conditions:

1. Definition of professional development: Professional development refers to learning opportunities for teachers to improve content knowledge and instructional strategies relevant to their current teaching assignments or new assignments to which the district contemplates assigning the teacher. Effective professional development is a vital tool for improving student learning, school success and teacher satisfaction.
2. Teachers shall be required to complete twelve (12) hours of professional development work at times and places of their own choosing in lieu of attending two (2) days of professional development programs which were previously scheduled in the school calendar. The goal of

the program is to improve professional development by assigning responsibility to teachers to customize their learning in order to meet the needs of individual teachers and schools.

3. GUIDELINES

- a. Since the 12 YW program eliminates two (2) professional development days from the annual school calendar, teachers will be expected to complete the required twelve (12) hours of professional development work at times outside the regular workday. Such times may include evenings after work hours, weekends, holidays and vacation periods during the school year, or the summer break between school years.

Teachers will also have the option of attending in-service opportunities which will be provided by the District for the two (2) days after the last teacher workday in order to complete the twelve (12) hours.

- b. Failure to complete any portion of the required twelve (12) hours of professional development in a year will be considered an absence chargeable to personal day(s). If the employee does not have available personal days, the employee will be docked pay for the absence from work at an amount prorated to the teacher's regular hours rate of pay.
 - c. Of the twelve (12) hours of professional development work provided under the 12 YW program, six (6) hours must be virtual required training, whereas the other six (6) hours are faculty choice with pre-approval.
4. To receive credit for professional development under 12YW, teachers may attend formal education sessions such as seminars, workshops or graduate-level courses, or informal education sessions such as study groups, lectures and independent study.
 5. To qualify for 12YW credit, the proposed learning activity must be approved by the building principal or designated administrator. Evidence of approval will be the signature of the administrator on the appropriate form in advance of the date of the proposed 12YW activity.
 6. Generally, the amount of credit earned for a 12YW activity will be hour-for-hour with the following exceptions:
 - i. A maximum of six (6) hours of 12YW credit may be earned in any single school year for graduate-level coursework regardless of the total number of hours spent in such courses during the school year.
 - ii. Building administrators and teachers may agree, as a condition of activity approval that the amount of credit earned for a specific activity will be less than hour-for-hour. In such case, the agreement will be in writing on the approval form signed in advance of the activity by the teacher and the administrator.

7. Approval for an activity will be based on relevance to building or program goals and the benefit to the professional development of the individual teacher in the mutual judgment of the administrator and teacher. Evidence that a particular activity has been approved for another teacher in the same building/program, for the same teacher in the past or for teachers in another building/program will not require the administrator to approve a proposed activity.
8. A record of approved activities and copies of signed approval forms will be maintained by the principal of each building.
9. Part-time teachers employed .5 FTE or more must complete the entire 12 hours of in-service per year. Teachers employed for part of a year will complete a pro rata portion of the 12 hours.

Article XXV: PROTECTION OF EMPLOYEES

- A. An employee shall be afforded all protection as provided in the Constitution of the United States, the Constitution of New Jersey, N.J.S.A. Title 18A, N.J.A.C. Title 6, and any other statutes which would afford the employee similar protection.
- B. A school nurse shall be scheduled to be in each Randolph school building where students are present for instruction.
- C. The Board shall purchase, from the optical vendor of its choice, safety goggles which are OSHA approved for all employees working in science, industrial arts, maintenance and grounds. For those employees who must wear prescription eyeglasses as prescribed by an ophthalmologist or optometrist for eyesight of 20/40 or worse, the Board shall purchase one set of safety goggles with prescription lenses per employee per year. The employee must provide a letter from an ophthalmologist or optometrist stating the necessity of prescription eyeglasses for the safe conduct of that employee's work. The employee will bear the cost for eye examinations and the writing of the eyeglass prescription.

Article XXVI: MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

Standards and procedures for the maintenance of classroom control and discipline shall be disseminated to all teachers via the Teachers' Manual in each school building.

Article XXVII: INSURANCE PROTECTION

- A. The Board shall provide the health-care insurance protection designated below. All employees shall contribute to his/her health benefits in accordance with Tier 4 rates set forth in Ch. 78, P.L. 2011. All out-of-network claims will be paid at one-hundred and eighty percent (180%) Centers of Medicare & Medicaid Services ("CMS"). Additionally, the parties agree that effective July 1, 2021, the Board will no longer provide a HIPAA-compliant reimbursement fund, which shall be fully-funded by the Board and operated by the Medical Cost Advocate ("MCA").

1. Aetna shall be the health care insurance program in effect.
 2. The level of benefits shall be the same as that provided by the Aetna Benefits Program as in effect on July 1, 2018.
 3. All terms and conditions of the Aetna master plan apply to employees of the Randolph Township Board of Education and, in cases where appropriate, to their covered dependents.
 4. The Board may determine insurance carriers subject to the obligation of the Board as prescribed in N.J.P.E.R.C. decision 82-5, July 22, 1981.
- B. The Board shall provide a prescription drug plan through CVS Caremark. All employees shall contribute to his/her health benefits in accordance with Tier IV rates set forth in CH. 78, P.L. 2011. The CVS Caremark Prescription plan shall reflect all terms and conditions of the Aetna Prescription Drug Plan that were in effect on July 1, 2018.
1. Employee prescription coverage shall require co-payments of \$20 for each brand name prescription whether retail or mail order and \$10 for each generic prescription whether retail or mail order. Mail order prescriptions may be for up to a ninety (90) day supply.
- C. The Board shall provide a dental plan (Delta Dental Plan 1A) with orthodontics. All employees shall contribute to his/her health benefits in accordance with Tier IV rates set forth in CH. 78, P.L. 2011. Provisions of 1A with orthodontics are as follows.
1. The plan shall have a co-payment feature as follows:
 - a. Preventative and diagnostic – 100%
 - b. Remaining basic services 70/30%
 - c. Prosthodontic benefits – 70/30% (including crowns, inlays, and gold restoration)
 - d. Orthodontics (child and adult) – 50/50%
 2. The maximum amount payable by the carrier for the above dental services, excluding orthodontic benefits, provided to an eligible patient in any calendar year is \$1000. Orthodontic benefits are subject to a \$2000 maximum per case which is separate from the maximums mentioned above applicable to basic and prosthodontic benefits.
 3. The plan provides for a \$40 deductible per patient per calendar year which is not applicable to preventive and diagnostic services.
 4. \$120 family maximum aggregate deductible which is not applicable to preventive and diagnostic benefits.
- D. 1. All members will move to the Aetna Point of Service (“POS”) health benefits plan as soon as practicable, but no later than July 1, 2018. All employees shall contribute to his/her health benefits in accordance with Tier IV rates set forth in CH. 78, P.L. 2011.

Employees enrolled in a Ch.44 plan shall contribute to his/her health benefits in accordance with the rates set forth in Ch. 44.

2. Effective July 1, 2016, the Board shall provide single health insurance coverage only for all paraprofessionals with fewer than ten years of service in the district as of September 1, 2016.
 3. New employees shall receive employee-only dental coverage for their first three years of employment.
 4. The parties will consider providing a Preferred Provider Option under the dental insurance program. The Association will encourage participation in the Preferred Provider Option.
- E. Those individuals who retire shall be eligible for the foregoing health coverage. The individual shall assume 100% of the premium cost.
- F.
1. An employee shall have the right to waive medical insurance coverage for which he/she is eligible under the Agreement. An employee who waives coverage shall be compensated in an amount equal to twenty-five percent (25%) of the premium of the waived coverage or five thousand dollars (\$5,000), whichever is the lesser amount.
 2. Any employee who waives coverage may rescind the waiver and re-enroll in the coverage during the open enrollment period. An employee who waived coverage may be permitted to re-enroll at a time other than the open enrollment period if an event occurs to deprive the employee of alternate coverage such as divorce or separation, death, or a spouse's loss of employment. Reentry under such circumstances shall be governed by the rules of the insurance carrier.
 3. An employee must have alternate insurance coverage to be eligible to waive the District's coverage pursuant to this Section.
 4. Waiver payments shall be included in each regular paycheck but shall not be credited for pension purposes.
 5. The Board shall administer the Section 125 Program.

Article XXVIII: PERSONAL AND ACADEMIC FREEDOM

The Association and the Board agree that they will govern themselves in accordance with the National Education code of ethics for teachers and the New Jersey School Boards Association code of ethics respectively.

Article XXIX: BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

The Board shall allocate such funds as are in its judgment sufficient to provide all books, equipment, instructional supplies, and materials deemed necessary by the administration to enable employees to fulfill properly their responsibilities.

Article XXX: DEDUCTION FROM SALARY

A. Other Deductions

1. Tax Sheltered Annuities

Upon request of the employee, the Board shall transfer employee deducted funds to the Annuities from each bi-monthly check no later than one (1) business day following the day the check is issued.

2. Upon request of the employee, the Board shall provide direct deposit to one bank as designated by the employee following procedures established by the Board.

3. The Board agrees to deduct from the salaries of the employees in the bargaining unit any legal deductions, as authorized by individual employees. Once initiated, a payroll deduction authorized under this section may only be changed effective January 1 or July 1.

4. Prior to making such deductions from the salary of any employee, the Business Administrator must have in his/her records, a current writing, executed by the employee, authorizing such deductions.

5. When the Board makes a deduction for dues or other authorized payroll deductions which are transmitted directly to the Association, the Board shall remit same to the Association no later than thirty (30) days from the date such deductions were made.

B. Representation Fee

1. The Board hereby grants the Association the right to collect a representation fee of 85% from those unit eligible members who do not elect membership in the Association. The implementation and administration of this provision shall be in accordance with Chapter 477, Public laws of 1979.

2. Indemnification and Save Harmless Provision

The Association will indemnify and hold harmless the Board of all legal costs, fees and other costs arising from any action brought by an employee regarding the agency fee provision. Said indemnification is predicated on the Board complying with the contractual provisions and applicable law.

Article XXXI: SUPPORT PERSONNEL REDUCTION-IN-FORCE

In the event of a reduction-in-force, employees shall be released in reverse order of their seniority as Board employees. Seniority shall be defined as total employment time in the district.

Article XXXII: MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that all the local, state and federal laws and regulations regarding affirmative action will be followed.
- B. This Agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. 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 the written rules, regulation, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications 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.
- E. An individual contract between the Board and an individual employee, 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, then this Agreement, during its duration, shall be controlling.
- F. Copies of the Agreement will be available electronically.
- G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by written notice to the following addresses.
 - 1. If by the Association, to the Board at its offices.
 - 2. If by the Board, to the Association at the school of the Randolph Education Association president.

Article XXXIII DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2022, except where otherwise noted, and shall continue in effect until June 30, 2025 subject to the Association’s right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

- B. In witness whereof, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary, and its corporate seal to be placed hereon on the day and year first above written.

RANDOLPH EDUCATION ASSOCIATION

By _____
Sandra Kessell, President

By _____
Recording Secretary

RANDOLPH TOWNSHIP BOARD OF EDUCATION

By _____
Ron Conti, President

By _____
Stephen Frost, Board Secretary

Schedule A
Teacher Salary Guide

**Randolph EA
Teachers
Year 1 2022-23**

<u>Old Steps</u>	<u>New Steps</u>	BA	BA30	MA+
1	A	\$58,108	\$64,008	\$69,908
2	B	\$59,109	\$65,009	\$70,909
3	C	\$60,108	\$66,008	\$71,908
4	D	\$61,108	\$67,008	\$72,908
5	E	\$62,358	\$67,988	\$73,888
6	F	\$63,508	\$69,408	\$75,308
7	G	\$64,608	\$70,508	\$76,408
8	H	\$65,825	\$71,725	\$77,625
9	I	\$67,544	\$73,444	\$79,344
10	J	\$69,058	\$74,958	\$80,858
11-12	K	\$71,658	\$77,558	\$83,458
13-14	L	\$74,939	\$81,269	\$86,739
15	M	\$78,753	\$85,053	\$90,633
16-17	N	\$82,747	\$89,047	\$94,627
18	O	\$87,075	\$93,875	\$100,935

*60 graduate credits including Master's degree.

Longevity payments shall be added in accordance with Article XIII: Salaries

**Randolph EA
Teachers
Year 2 2023-24**

<u>Steps</u>	<u>New Steps</u>	BA	BA30	MA+
1	A	\$59,333	\$65,233	\$71,133
2	B	\$60,334	\$66,234	\$72,134
3	C	\$61,333	\$67,233	\$73,133
4	D	\$62,333	\$68,233	\$74,133
5	E	\$63,583	\$69,213	\$75,113
6	F	\$64,733	\$70,633	\$76,533
7	G	\$65,833	\$71,733	\$77,633
8	H	\$67,050	\$72,950	\$78,850
9	I	\$68,769	\$74,669	\$80,569
10	J	\$70,283	\$76,183	\$82,083
11	K	\$72,883	\$78,783	\$84,683
12-13	L	\$76,164	\$82,494	\$87,964
14-15	M	\$79,978	\$86,278	\$91,858
16	N	\$83,972	\$90,272	\$95,852
17	O	\$88,300	\$95,100	\$102,160

*60 graduate credits including Master's degree.

Longevity payments shall be added in accordance with Article XIII: Salaries

**Randolph EA
Teachers
Year 3 2024-25**

<u>Steps</u>	<u>New Steps</u>	BA	BA30	MA+
1	A	\$60,648	\$66,548	\$72,448
2	B	\$61,649	\$67,549	\$73,449
3	C	\$62,648	\$68,548	\$74,448
4	D	\$63,648	\$69,548	\$75,448
5	E	\$64,898	\$70,528	\$76,428
6	F	\$66,048	\$71,948	\$77,848
7	G	\$67,148	\$73,048	\$78,948
8	H	\$68,365	\$74,265	\$80,165
9	I	\$70,084	\$75,984	\$81,884
10	J	\$71,598	\$77,498	\$83,398
11	K	\$74,198	\$80,098	\$85,998
12	L	\$77,479	\$83,809	\$89,279
13-14	M	\$81,293	\$87,593	\$93,173
15-16	N	\$85,287	\$91,587	\$97,167
17	O	\$89,615	\$96,415	\$103,475

*60 graduate credits including Master's degree.

Longevity payments shall be added in accordance with Article XIII: Salaries

Schedule B
 Secretarial/Office Personnel Salary Schedule

Secretarial/Office Personnel Salary Guide			
2022-2023			
Step	Admin	Managerial	Supervisory
1	\$49,212	\$57,981	\$58,536
2	\$50,709	\$59,752	\$60,324
3	\$52,252	\$61,614	\$62,194
4	\$53,844	\$63,554	\$64,154
5	\$55,484	\$65,569	\$66,194
6	\$57,179	\$67,659	\$68,314
7	\$58,944	\$69,834	\$70,804
8	\$60,779		
9	\$62,684		
10	\$64,664		
11	\$66,721		

Secretarial/Office Personnel Salary Guide			
2023-2024			
Step	Admin	Managerial	Supervisory
1	\$50,151	\$58,962	\$59,526
2	\$51,648	\$60,733	\$61,314
3	\$53,191	\$62,578	\$63,177
4	\$54,783	\$64,495	\$65,112
5	\$56,423	\$66,508	\$67,133
6	\$58,118	\$68,598	\$69,253

7	\$59,883	\$70,773	\$71,743
8	\$61,718		
9	\$63,623		
10	\$65,603		
11	\$67,660		

Secretarial/Office Personnel Salary Guide			
2024-2025			
Step	Admin	Managerial	Supervisory
1	\$51,159	\$60,015	\$60,590
2	\$52,656	\$61,787	\$62,378
3	\$54,199	\$63,631	\$64,240
4	\$55,791	\$65,549	\$66,176
5	\$57,431	\$67,539	\$68,186
6	\$59,126	\$69,608	\$70,275
7	\$60,891	\$71,781	\$72,751
8	\$62,726		
9	\$64,631		
10	\$66,611		
11	\$68,668		

Descriptions of the levels on this schedule are found in Article XIII.

The secretary/bookkeeper to the district food service manager shall be paid on the appropriate step of the administrative secretarial guide.

Administrative Assistant shall be paid an additional 15% of the appropriate step of the Supervisory Secretarial Guide.

Longevity payments shall be added in accordance with Article XIII: Salaries

Schedule C
Custodial Salary Schedule

Step	2022-2023	2023-2024	2024-2025
1	\$49,965	\$51,071	\$52,400
2	\$50,465	\$51,571	\$52,900
3	\$51,165	\$52,271	\$53,600
4	\$52,066	\$53,172	\$54,501
5	\$53,167	\$54,273	\$55,602
6	\$54,471	\$55,577	\$56,906
7	\$56,035	\$57,141	\$58,470

Head custodian elementary & middle school: additional 10% above base salary

Head custodian high school: additional 15% above base salary

Boiler license holder: initial year license received: \$587
 Second & subsequent years: \$392

Pesticide license holder: \$740

Shift Foreman:
 Elementary \$742
 Middle School \$1481
 High School \$2343

Longevity payments shall be added in accordance with Article XIII: Salaries

Schedule D
Auxiliary Certificated Personnel

Members of the Child Study Team (CST) who are required to perform their duties beyond the work year of 184 days shall be compensated at their per diem rate.

Schedule E
Home Instruction Teachers

Home instruction teachers shall be compensated at the hourly rate of \$50.00.

The rate of compensation for “at risk” tutoring shall be the same as the rate for home instruction unless the numbers of students in the session shall exceed three (3), in which case, the rate shall be increased by \$7.47.

**Schedule F
Maintenance Salary**

Step	2022-2023	2023-2024	2024-2025
1	\$72,186	\$73,370	\$74,641
2	\$74,186	\$75,370	\$76,641
3	\$76,186	\$77,370	\$78,641
4	\$78,186	\$79,370	\$80,641
5	\$80,186	\$81,370	\$82,641
6	\$82,186	\$83,370	\$84,641
7	\$84,186	\$85,370	\$86,641

Schedule F (cont'd)
Grounds Salary

Step	2022-2023	2023-2024	2024-2025
1	\$71,427	\$72,601	\$73,861
2	\$73,427	\$74,601	\$75,861
3	\$75,427	\$76,601	\$77,861
4	\$77,427	\$78,601	\$79,861
5	\$79,427	\$80,601	\$81,861
6	\$81,427	\$82,601	\$83,861
7	\$83,427	\$84,601	\$85,861

When required by the Board, the holders of the following positions/licenses shall receive a yearly stipend in the amount indicated.

Boiler mechanic	
Level 1	\$488
Holder Level 1 & Level 2	\$1171
Pneumatic license	
Level 1	\$488
Holder Level 1 & Level 2	\$1171
Pump Station	
Operator –Ironia	\$5903
Technology Network	
Cabling Specialist	\$5903

Longevity payments shall be added in accordance with Article XIII: Salaries

Schedule G
Coordinating Positions: 2022-2025

<u>Position</u>	<u>Stipend</u>
AM Crossing	3806
Bus Supervisor	
Elementary/Middle	3806
RHS	4490
Cafeteria Coordinator	
High School	5750
Chemical Hygiene Coord.	
Middle School	2617
High School	5750
District Audio-Visual Coord.	4988
Environmental Education Coordinator (grade 6)	1372
Instructional Team Leader	2495
Lead Teacher	6021
Ramparts (per advisor)	6360
School Beat Editor	4792
Technical Stage Director	
Middle School	6390
High School	
Head	6390
Assistant	4226
Weight Room Coordinator	5110
Unit Coordinator	1250

Schedule H
Co-Curricular Positions
 2022-2025

High School

Marching Band	
Director	5674
Assistant	2894
Newspaper	
Advisor	5674
Assistant	2894
Student Council	
Advisor	5674
Assistant	2894
Yearbook	
Advisor	5674
Assistant	2894
Drama Production Director	2894
Literary Magazine Advisor	2894
Stage (Jazz) Band Director	2894
Art Enrichment (after school)	2516
Band Front Advisor	2516
Choir Director	2516
Concert Band Director	2516
Music Production	
Art Director	2516
Vocal Director	2516
Music Director	2516
Drama Director	2516
Choreographer	2516
Orchestra Director	2516
Video Club	2516
Academic Decathlon	
Advisor	2376
Coaches (per hour)	51
FBLA	2376
Drama Club	2376
Forensics (per activity)	2376

Assistant (per activity)	1886
Technology Club	2376
Key Club	2376
Class Advisor	
Freshman	2522
Sophomore	2844
Junior	3788
Senior	4730
National Honor Society	1715
Musical Rehearsal Director	
Per rehearsal/per semester	1301
Band Camp (per day)	154
Club Advisors	1301

The following clubs meet before or after the teacher workday and receive the above listed stipends: Art, National Honor Society, Chef's Club, Culture Club, Eyes-on-the-Prize, French Honor Society, German Club, German Honor Society, Latin Club, Math League, Mock Trial Club, Photography Club, Poetry Club, Psychology Club, Racquetball Club, Science Club, Science League, Spanish Club, Spanish Honor Society, Stage Crew, SADD, Typing Club, Weight Lifting Club, Word Processing Club, and other approved clubs.

Middle School

Audio Visual Club	2894
Literary Magazine Club	2894
Yearbook Advisor	2894

Art Enrichment (after school)	2516
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Music Production	
Vocal Director	2516
Music Director	2516
Drama Director	2516
Choreographer	2516

Technology Club	2376
SGA Advisor	2376

Debate	1808
Indoor Soccer	1527
Drama Club	1432

Musical Rehearsal Director	
(per rehearsal/per semester)	1301

Club Advisors	1301
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Environmental Education
Chaperone (per overnight

The following clubs meet before or after the teacher workday and receive the above listed stipends: Sharing Our Culture, Mock Trial (Jr.), Mock Trial (Sr.), Young Astronauts/Flight Club, Kiwanis Builders, Mathematics Club, Theater (7), Theater (8), Newspaper, Science, Horticulture, Golf, Stock Market, Home Ec/Gourmet, Chess, Video Yearbook, Library, Sports, and other approved clubs.

Elementary

Art Enrichment (after school)	2516
Literary Magazine Advisor	2894
Musical Rehearsal Director (per rehearsal/per semester)	1301
Clubs (before/after the school day)	1301

The Board retains the right to fill or refrain from filling any co-curricular positions as it deems appropriate. In no case will the work of any of these positions be assigned to teachers without compensation.

Salaries on this schedule have been determined in accordance with duties and responsibilities required of the individual positions. These decisions resulted from mutual agreement between the Board and the REA.

Schedule I

Athletic Coaching Positions July 1, 2022 – June 30, 2025

<u>Sport</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Football				
Head	9707	10509	11305	12104
Assistant	6823	7346	7866	8397

Basketball				
Head	8097	8496	8894	9289
Assistant	6514	6838	7162	7479
Wrestling				
Head	8097	8496	8894	9289
Assistant	6514	6838	7162	7479

Ice Hockey				
Head	7785	8156	8526	8896
Assistant	6246	6542	6782	7075
Swimming				
Head	7785	8156	8526	8896
Assistant	6246	6542	6782	7075
Fencing				
Head	7785	8156	8526	8896
Assistant	6246	6542	6782	7075

Baseball-Softball				
Head	7739	8101	8464	8832
Assistant	6343	6663	6987	7326
Field Hockey				
Head	7739	8101	8464	8832
Assistant	6343	6663	6987	7326
Lacrosse				
Head	7739	8101	8464	8832
Assistant	6343	6663	6987	7326
Soccer				
Head	7739	8101	8464	8832
Assistant	6343	6663	6987	7326
Spring Track				
Head	7736	8101	8464	8832
Assistant	6343	6663	6987	7326
Volleyball				
Head	7736	8101	8464	8832
Assistant	6343	6663	6987	7326

Schedule I (cont'd.)
2022-2025

<u>Sport</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Cross Country (Head)	7507	7853	8202	8554
Gymnastics				
Head	7507	7853	8202	8554
Assistant	6192	6501	6819	7144
Winter Track				
Head	7507	7853	8202	8554
Assistant	6192	6501	6819	7144
Cheerleading				
Head	7135	7441	7746	8101
Assistant	5804	6065	6324	6633

Golf				
Head	6766	7028	7595	7648
Assistant				
Tennis				
Head	6766	7028	7595	7648
Assistant	5411	5527	5622	6118
Athletic Trainer	7028	7028	7028	7028
Equipment Manager	9281	9805	10324	10853

Summer (hourly rate): \$35.70 per hour

Schedule J

Wellness Activity (formerly Intramural) Positions

Each fall, winter, and spring wellness activity (formerly intramural) shall be compensated at the per activity rate of \$1207.

Schedule K
Paraprofessionals

Step	2022-2023	2023-2024	2024-2025
1	\$24,973	\$25,912	\$27,028
2	\$25,408	\$26,347	\$27,463
3	\$25,863	\$26,802	\$27,918
4	\$26,318	\$27,257	\$28,373
5	\$26,777	\$27,716	\$28,832
6	\$27,228	\$28,167	\$29,283
7	\$27,673	\$28,612	\$29,728
8	\$28,240	\$29,179	\$30,295
9	\$29,989	\$30,928	\$32,044

Longevity payments shall be added in accordance with Article XIII: Salaries
Certified ABA Stipend: \$1,000 for paraprofessionals.

Schedule L
Computer Technicians

Step	2022-2023	2023-2024	2024-2025
1	\$67,685	\$68,802	\$70,001
2	\$68,785	\$69,902	\$71,101
3	\$69,885	\$71,002	\$72,201
4	\$70,985	\$72,102	\$73,301
5	\$72,085	\$73,202	\$74,401
6	\$75,748	\$76,865	\$78,064
7	\$78,224	\$79,341	\$80,540
8	\$79,372	\$80,489	\$81,688

Professional Computer and IT Certifications:

<u>Certification</u>	<u>Annual Stipend</u>
MCSE (Microsoft Certified Systems Engineer)	\$500
CISCO CNA (CISCO Certified Network Associate)	\$500
Apple	\$300
A+	\$250

Longevity payments shall be added in accordance with Article XIII: Salaries

Appendix A:
Compensation Reference Chart

Note: Please refer to the exact contract language for specific information regarding compensation.

<u>Article</u>	<u>Topic</u>	<u>2022-2025</u>
VII.B.1	Semester Parent Conferences	\$24.38/hr
VII.C.1.d.	Sixth Teaching Period	2022-23: \$4,250 per course per semester 2023-24: \$4,500 per course per semester 2024-25: \$4,750 per course per semester
VII.C.3.a	Teaching in excess of 28 hrs/week	\$24.38/hr
VII.C.3.b	Exceeding 3 hours of pupil contact time	\$687/yr.
VII.C.3.c	Missed prep as part of a regular schedule	\$687/yr.
VII.C.3.e.(3)	Recess Coverage	\$19.49/cov.
VII.D.1.	Class Coverage	\$29.22/cov.
VII.D.2.	Phys Ed + 10 pupil load	\$29.22/cov.
VII.E.9.	Cafeteria Supervision	\$19.49/cov.
VII.F.2.	Saturday Suspension	6 times the class coverage rate
VIII.C.	Mileage	IRS rate (unless different rate mandated by law)
XI.A.	Mileage	IRS rate (unless different rate mandated by law)
XIV.C.	Mileage	IRS rate (unless different rate mandated by law)
VIII.F.3.a and c.	Shoe Allowance Cust./Maint./	\$162

Appendix A:
Compensation Reference Chart (continued)

Note: Please refer to the exact contract language for specific information regarding compensation.

<u>Article</u>	<u>Topic</u>	<u>2022-2025</u>
IX.B.2.a	Summer Curriculum Work	\$246
XXI.D.	Unused Sick Leave	
	Teacher	\$52/day
	Instructional Assistant	\$39/day
	Secretarial	\$27/day
	Custodial	\$27/day
	Maintenance	\$27/day
	Computer Tech	\$27/day
XXVI.A	Tuition	Maximum of six (6) credits to be paid at the Montclair University graduate credit rate
XXVI.C.	Reimbursement Professional Meetings	\$83/day