

Contract no. 1342

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**A G R E E M E N T**

**between**

**NORTHERN HIGHLANDS REGIONAL BOARD OF EDUCATION**

**and**

**NORTHERN HIGHLANDS EDUCATION ASSOCIATION**

**Allendale, New Jersey**

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**July 1, 1991 to June 30, 1994**

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ARTICLE I  
RECOGNITION

The Board of Education of Northern Highlands Regional High School hereby recognizes the Northern Highlands Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated teacher personnel and the audio visual coordinator whether under contract or on leave, but excluding the superintendent, board secretary/business administrator, principal, vice principal, director of data processing, director of athletics, department supervisors, head of pupil personnel services, school psychologist, per diem employees, and also non-certificated personnel including but not limited to secretaries and custodians. Unless otherwise indicated, the term "teacher" shall hereinafter refer to all certificated personnel represented by the Northern Highlands Education Association.

ARTICLE II  
NEGOTIATION OF SUCCESSOR AGREEMENT

Negotiations of a successor agreement shall commence prior to December 15 during the school year immediately preceding the school year when the contract expires. This instrument shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III  
GRIEVANCE PROCEDURE

**A. Definitions**

1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or teachers. However, a grievance shall not apply to any matter for which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) the Board of Education is without authority to act or (c) a complaint of a non-tenure teacher which arises by reason of his not being re-employed.

2. Aggrieved Person

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

3. Party in Interest

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

**B. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Prior to the implementation of the grievance procedure, the aggrieved party should attempt to resolve the matter informally with the party concerned. Inability to achieve a satisfactory resolution means the aggrieved party may implement Level One of the grievance procedure.

**C. Procedure**

**1. Statute of Limitations**

The aggrieved individual may discuss his/her complaint informally with the Principal or immediate supervisor. However, a formal written grievance must be filed within thirty (30) calendar days of the event or action which is the basis for the grievance. Failure to file a grievance within the time limits set forth in this Article shall constitute a waiver of said grievance, and an Arbitrator shall be without authority to rule upon any grievance not filed in accord with this Agreement.

**2. Time Limits**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

3. Year-End Grievances

In the event a grievance is filed at such time that it cannot be resolved by the end of the contract year, and, if left unresolved until the beginning of the following contract year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be maintained or reduced as per agreement of both parties with the provision that all days of the week shall be counted, excluding weekends and federal holidays.

4. Written Matter

Grievances at all levels shall be submitted in writing and shall include the name and position of the aggrieved party, the specific nature of the grievance, and a general statement of the redress sought by the aggrieved party. Decisions rendered at all levels shall be in writing setting forth the decision and including supporting reasons. These shall be transmitted promptly to all parties in interest and to the President of the NHEA.



**D. Levels**

**1. Principal or Immediate Superior**

A teacher with a grievance shall present it to the principal or immediate superior, either directly or through the designated representative of the NHEA. Within ten (10) school days after the grievance is presented, the principal or immediate superior shall render a decision.

**2. Superintendent**

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, the aggrieved person or the NHEA may file the grievance with the Superintendent within ten (10) school days after the decision at Level One or twenty (20) school days after the grievance was presented. Within ten (10) school days after the receipt of the grievance, the Superintendent shall hold a meeting with the teacher, the NHEA representative, and other concerned parties. The Superintendent shall render a decision on the grievance within ten (10) school days of the conclusion of the meeting.

**3. Board of Education**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no

decision has been rendered within twenty (20) school days after the grievance was delivered to the Superintendent, the aggrieved person or the NHEA may, within ten (10) school days after a decision by the Superintendent or thirty (30) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance to the Board of Education. Within twenty (20) school days after such notice of submission, the Board or its representative, will meet in private with the aggrieved person and/or this person's representative, along with the NHEA representative. Within ten (10) school days after this meeting, the Board will render its decision.

4. Arbitration

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education, he may within ten (10) school days after the decision or twenty (20) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the

Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be binding only to the extent currently required by law. The Association shall specify in its Request

for Arbitration whether it is seeking binding or advisory arbitration.

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

**E. Right of Teachers to Representation**

**1. Teacher and Association**

Any grievance filed with the NHEA for processing will be screened by the NHEA to determine the merits of the grievance and the desirability of the processing of the grievance. Based upon this determination, the teacher may choose to submit the grievance for processing. Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself or, at his or her option, by a representative selected or approved by the NHEA. When a teacher is not represented by the NHEA, the NHEA shall have the right to be present and to state its views at all stages of the grievance procedure.

**2. Reprisals**

Neither the Board, any member of the administration, any supervisors, or any member of the Association shall take reprisals against any party in interest,

any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

**F. Miscellaneous**

**1. Separate Grievance File**

All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

**2. Forms**

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

**3. Meetings and Hearings**

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

## ARTICLE IV

### SALARIES

- A. The salaries of all those covered by this Agreement for the 1991-92, 1992-93 and 1993-94 school years are set forth in Schedules A, B, and C which are attached hereto and made a part hereof.
- B. No individual shall be advanced in salary, step or class unless his service shall have been satisfactory and the Superintendent shall have recommended such advancement. The withholding of any advance in salary, step or class for any given school year shall not create an obligation to restore such advancement. The Board, upon the recommendation of the Superintendent, may restore the individual to the position on the guide he would have had if the increment had not been withheld.
- C. It shall be the responsibility of any teacher employed by the district on September 1 of one year to notify the Superintendent in writing by December 1 of the same year regarding any change or contemplated change in training level for the following school year. Any teacher who begins employment subsequent to September 1 of any one school year must provide similar notification within three months after employment commences. In addition, evidence that such change is merited shall be submitted to the Superintendent not later than October 1 of the new school

year in which a training level change should take effect and, if necessary, a new contract will be issued. If such evidence is not submitted at the prescribed time, no contract change will be made for that year.

D. 1. Teachers with 0-3 years' experience shall be placed on Step One (1) of the appropriate guide.

2. New teachers with four (4) or more years' experience shall have a minimum of three (3) years subtracted from that experience so that they shall be placed on the guide at the applicable step. Thereafter they shall proceed through the guide one step for each following year of experience.

3. The Superintendent, after the Board votes to hire the teacher, shall send the following information to the Association President within one (1) week of the Board action:

- a. name of the teacher;
- b. years of prior credit experience;
- c. degree status; and
- d. column and step placement on Northern Highlands salary guide.

E. The Board has the right to create and abolish positions. The terms, conditions and salaries of any new positions, appropriate for unit inclusion, created by the Board within the school day, to include released time and/or additional

remuneration shall be negotiated commencing the second year and all subsequent years after its creation.

Whenever a regular unit member is hired to fill a non-unit position, the terms, conditions and salaries of that position, commencing with the second year after its creation, shall be agreed upon with the Association in negotiations separate from the collective bargaining agreement for any year in which the position is filled by a unit member.

F. A teacher who has been on a paid status (work or work plus paid sick leave) for two (2) full marking periods or 92 work days shall qualify in the next school year for a full increment, subject to the provisions of Article IV(B). A teacher who is on a paid status for less than two (2) full marking periods or 92 work days shall receive no increment for the following school year.

G. Teachers who are veterans shall receive military service credit in accordance with State law.

H. Medical Plan

The Board of Education will provide a medical plan for its employees. This plan will provide for hospital, medical and physician benefits, and will include major medical



coverage. The premiums for employees and dependents will be paid by the Board of Education. The present medical plan is described in detail in the information booklet and insurance policy and issued to employees and on file in the Board Secretary's office.

I. Dental Insurance

The Board of Education will provide dental insurance for its employees. The premiums for employees and dependents will be paid by the Board of Education. The dental plan is described in detail in the information booklet and insurance policy issued to employees and on file in the Board Secretary's office.

J. It shall be clearly understood by both parties that the salary schedule does not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment, adjustment and merit increases. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation no later than April 1 of the current school year. If circumstances develop after April 1 which necessitate increment

withholding, the employee shall receive appropriate notice.

2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Said person may be represented by himself or herself or, at his or her option, by a representative selected or approved by the NHEA. Such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, it shall, within ten (10) days, give written notice of such action, together with the reasons, therefore, to the employee concerned.

K. Whenever any teacher is required to appear before the Board of Education, a committee of the Board, the Superintendent, or any administrator in an investigatory interview which the teacher reasonably believes may result in disciplinary action, he shall be given notice of the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise him during such meeting or interview.

L. Whenever it occurs during the calendar year, a vacancy in an extracurricular, athletic, teaching, stipend or promotional position shall be posted in the faculty dining

room and a copy of said posting shall be provided to the President and the Secretary of the Northern Highlands Education Association.

ARTICLE V  
TEMPORARY ABSENCE

**A. Annual Allowance for Personal Illness**

A full-time employee may be absent from school, due to personal illness, in accordance with the following provisions:

1. He shall be granted a maximum of twelve (12) days sick leave per year. Only ten (10) such days shall be cumulative. The additional two (2) days each year shall represent emergency days and shall be used only after ten (10) sick days are used in a given year, and before any accumulated sick leave is used. Cumulative sick leave allowance for illness is to be computed at the rate of not more than ten (10) days per year.
2. The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service.
  - a. A full-time employee who leaves the system loses his benefits under the cumulative sick leave plan.
  - b. A full-time employee is rendering consecutive service as long as he or the Board of Education

does not officially terminate his contract. A leave of absence, as granted by the Board, does not constitute an interruption of service. However, a career development leave of absence granted by the Board constitutes an interruption of service only for the purpose of accumulating sick leave during the period of such leave.

- c. A teacher who is separated because of the abolition of his position and is subsequently reemployed will have the accumulated sick leave in his account at the time of separation restored to his credit upon reemployment.
3. A record kept in the office of the Superintendent shall determine the number of accumulated days.
4. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted.
5. Employees who are absent because of personal illness for a period of more than three (3) consecutive days shall file with the Superintendent a certificate from their physician attesting to the illness and necessity for the absence. Employees who wish a leave of absence due to illness or health reasons shall file with the Superintendent for such leave. The Board of Education reserves the right to grant special extension of such leave in individual cases, which, in its judgment, are deserving of such.

**B. Annual Allowance for Death or Critical Illness Within Immediate Family**

1. In addition to leave for personal illness as defined above, an employee may be allowed a maximum of five (5) school days in any one year with full pay because of death or critical illness within the immediate family. A maximum of five (5) additional days may be granted with deduction of substitute's salary where such additional absence is necessary and unavoidable. Thereafter, full deduction shall be made.
  - a. Critical - shall be construed to mean of the nature of, or constituting, a crisis, hence of doubtful issue as determined by the Superintendent.
  - b. Immediate - shall be understood to include in the family, husband, wife, father, mother, child, brother, sister, mother-in-law, father-in-law and any other relative making his or her home with the employee's family.
2. In case of death of a relative of the second degree, absence of one (1) full day may be allowed with full pay. Thereafter, full deduction shall be made.
  - a. Relative of the second degree shall be understood to include uncle, aunt, grandparent, nephew, niece, cousin, brother-in-law and sister-in-law.

Application for use of the allowances under 1 and 2 must be made in writing to the Superintendent within the month when the absence occurs, and is subject to his approval.

**C. Personal Leave**

In addition to the above, absence may be allowed with or without pay up to three (3) days, at the discretion of the Superintendent. Absences for greater periods will be considered by the Board on recommendation of the Superintendent. Application for use of the allowances must be made in writing to the Superintendent prior to the time of the absence or no later than one (1) day following the absence.

In circumstances where the purpose for the leave is especially personal, the application may be completed without a stated reason. The reason must then be provided orally to the Superintendent for his approval.

**D. 1. Physical Disability Related to Pregnancy and Childbirth**

a. Teachers who are physically disabled by reason of pregnancy, childbirth and postpartum recovery will be entitled to utilize accumulated sick leave for twenty (20) working days before the anticipated date of birth and twenty (20) working days after the actual date of birth. Additional use of sick leave may be permitted upon medical certification of particular

complications related to the pregnancy, childbirth and postpartum recovery. The teacher shall be entitled to leave under this paragraph to the extent to which she has accumulated sick days.

b. Teachers who expect to use such leave will notify the Superintendent of the expected beginning date and duration of such period of disability as far in advance as possible.

2. Child Care Leave

a. The Board will grant a child care leave without pay to a teacher, upon written request, to care for a newborn or newly adopted child. Child care leaves will normally begin upon the expiration of the physical disability leave provided in paragraph 1 above, or at such other date as may be agreed upon by the teacher and the Board, and all such leaves will end at the end of the current school year. A teacher may apply in writing for one (1) additional year of unpaid child care leave, and the Board may grant such additional leave.

b. A teacher who has been on a paid status (work or work plus paid sick leave) for two (2) full marking periods or 92 work days shall qualify in the next school year for a full increment. A teacher who is on a paid status for less than two (2) full marking periods or 92 work days shall receive no increment for

the following school year. Nothing in this clause shall preclude the Board from withholding an increment as per Article IV(B).

c. Teachers on child care leave will notify the Superintendent of their intention to return to active duty not later than April 1 of the school year preceding the year in which the teacher will return to work.

E. A teacher who is required to serve on jury duty shall receive his or her regular pay, diminished by the amount of compensation received as a juror, for the day(s) missed due to jury duty.

F. Leaves of absence for extended periods for reasons other than those stated may be granted by the Board with or without pay for good cause shown. The Board's decision to grant such an extended leave shall not constitute a binding precedent. The Board may deny a request for an extended leave of absence for any or no reason.

**G. Payment for Unused Sick Leave Upon Retirement**

Upon retirement from service, as defined for purposes of seniority approval under the Rules of TPAF, teachers with at least 20 years of service in Northern Highlands in the 1991-1992 school year will be reimbursed for all accumulated sick leave days, after the first 50 days, which shall be deductible, at the rate of \$50.00 per day, to a maximum total payment of \$5,000.00 . Beginning in the



1992-1993 school year, the per diem rate shall be increased to \$60.00 per day with a maximum total payment of \$7,500.00. In the 1993-1994 school year, the maximum total payment shall be \$9,000. The 50 day deductible shall remain in place for all three (3) years.

Teachers claiming reimbursement under the provision must notify the Board Secretary of their intention to retire at the end of the first semester not later than the preceding October 1 or at the end of the school year not later than the preceding December 1.

Payment will be made to the teacher according to the following schedules, at the option of the retiring teacher:

1. All on or about July 15
2. All on or about the following January 1
3. Half on each date

H. The Board shall pay the annual cost of enrollment of unit members in a mutually acceptable Employee Assistance Program. Participation in this program by district employees shall be completely voluntary and strictly confidential. The Board shall pay for enrollment of unit members in this program only until the expiration of this contract, at which time the Board will have no duty to make further payments.

ARTICLE VI  
PROFESSIONAL MEETINGS

Permission to attend professional meetings shall be requested of the Superintendent who shall be authorized to grant or not grant such requests. Expenses incurred attending such approved meeting shall be borne by the Board. The Superintendent shall have the right to approve, partially approve or disapprove requests for reimbursement of expenses for attendance at such professional meetings.

Transportation expense allowed shall be the incurred carrier cost or expense at the same rate per mile as the Internal Revenue Service is currently granting. Car use shall not be considered as being for Board business, and the Board shall not be liable for any damages resulting from accidents incurred through the use of a car.

Living expenses may be allowed at the discretion of the Board for attendance at professional meetings. Professional staff members shall be allowed two (2) days annually for attendance at the New Jersey Education Association Convention. Expenses incurred for this convention shall be borne by the staff members.

ARTICLE VII  
TUITION REIMBURSEMENT

- A. A certified teacher, while actively employed in Northern Highlands, who elects to continue professional studies will be reimbursed for tuition by the Board as set forth below.
- B. All courses eligible for reimbursement must be taken at an accredited school, college, or university, or as part of an in-service training program, and must be within a certification in the department/s to which the teacher is currently assigned. Approval of in-service training program courses at their assigned credit value will be made by the Superintendent on a case-by-case basis. All courses eligible for tuition reimbursement will also be eligible for column movement on the salary guide.
- C. All courses taken for tuition reimbursement must have the prior approval of the Superintendent as meeting eligibility criteria.
- D. A teacher, upon completing an approved course with a grade of B or better, must submit the following documents to the Superintendent before reimbursement will be made.
  - 1. The college transcript or other official record of course completed;
  - 2. Bursar's receipt of verification of payment of tuition fee.

- E. 1. The amount of the reimbursement is 100% of the tuition cost.
- 2. One-half (1/2) the amount of tuition will be reimbursed to the teacher upon submission to the Superintendent of the receipt of registration.

#### ARTICLE VIII

#### TEACHER EVALUATION

- A. The Board of Education believes that the effective evaluation of teaching staff is essential to the achievement of the educational goals of this district. The purpose of this evaluation shall be to promote professional excellence and improve the skills of teaching staff members; improve pupil learning and growth; and provide a basis for the review of staff performance.
- B. Tenured teaching staff members shall be observed and evaluated at least once each school year by properly certified evaluators. Non-tenured teaching staff members shall be observed and evaluated at least three times each school year by properly certified evaluators. The evaluator(s) shall prepare a written evaluation on forms currently in use by the district. The staff member shall review the evaluation, sign it, and have the right to include rebuttal or clarifying comments in the evaluation. A conference will be held subsequent to the observation, at

which time the evaluation shall be presented and explained to the staff member. The staff member will sign the evaluation at the conclusion of the conference.

- C. Each staff member will receive an annual written performance report, which shall include the teacher's evaluation(s) for that school year, an individual professional improvement plan developed jointly by the staff member and the supervisor. The annual performance report shall be presented to the staff member at the annual summary conference, at which time the supervisor and staff member shall sign the report.
- D. All teaching staff members shall be evaluated against criteria which evolve logically from the instructional priorities and program objectives of each staff member as specified in the job description for his/her position.
- E. Evaluation criteria shall include but are not limited to consideration of pupil progress, instructional skills, subject knowledge, professional conduct and growth, human relations skills and classroom management skills.
- F. Supervision of teaching staff shall include but is not limited to review of lesson plans and teacher-created examinations, regularly scheduled curriculum conference, formal classroom observations, and informal classroom observations.

## ARTICLE IX

### TEACHER-ADMINISTRATION LIAISON COMMITTEE

- A. A Teacher-Administration Liaison Committee ("TALC") shall meet at least once a month after the end of the school day with the Principal and/or his/her designee(s) to review and discuss school problems and practices. The Committee shall consist of six teachers, three of whom shall be appointed by the Association and three appointed by the Principal. The purpose of the TALC is for teachers to raise, in an informal setting, concerns and suggestions concerning the operations of the school.
- B. The time and place of the TALC meeting shall be posted on an appropriate bulletin board in the school building. A meeting agenda, insofar as one exists prior to the meeting, will be included in this posting.
- C. The TALC shall not replace either the grievance procedure or the negotiations procedure. No statements made at TALC meetings shall be used at any negotiations sessions, grievance hearing or arbitration. All negotiations shall take place at the negotiations table by duly authorized parties and all grievances shall follow the grievance procedure.

ARTICLE X  
REPRESENTATION FEE

- A. Purpose of fee: If an employee does not become a member of the Association during the membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the cost of services rendered by the Association as the majority representative.
- B. Amount of fee: Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees, and assessments charges by the Association to its members for the membership year. Failure to so notify, in writing, shall release the Board from obligations until so notified under this article. The representation fee to be paid by non-members will be  $33\frac{1}{3}\%$  of the annual regular membership dues.
- C. Deductions and transmission of fee: The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly transmit the amount so deducted to the Association.

The Board agreed to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deduction will begin 30 days after the employee begins his or her employment in the bargaining unit position.

- D. Termination of employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and promptly forward same to the Association.
- E. Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of the representation fee and the transmission of such fee to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- F. Indemnification and save harmless provision:  
The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:



1. The Board gives the Association timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph;
2. If the Association requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and all other aspects of said defense; and
3. If the Board requests that the Association defend said action, the Association must retain its own attorney in regard to the defense of such claim and such request by the Board, in writing, to the Association will release the Board from any liability hereunder.

#### ARTICLE XI

##### WORKDAY AND WORK YEAR

- A. The Teachers' work year shall consist of 186 days. This will include one (1) staff development day before the first day of school for students, one (1) freshman orientation day, one (1) staff day immediately following the last student contact day, and three (3) days which can be used for emergency closings. If any of these three (3) days are

not used for emergencies, then they shall be removed from the school calendar at the end of the year.

B. Teachers shall report to work fifteen (15) minutes prior to the start of period one (1) and shall be available for thirty (30) minutes after the end of the final period.

C. Teachers shall reserve the first and third Monday <sup>of each Month</sup> during the school year until 4:00 p.m. for faculty and/or departmental meetings. Departments may hold meetings any time within the contractually prescribed work day.

D. The school will operate under the following schedule:

Teachers report: 7:20 a.m.  
Period 1 7:35- 8:18  
Period 2 8.22- 9:10 (includes 5 minute homeroom)  
Period 3 9:14- 9:57  
Period 4 10:01-10:44  
Period 5 10:48-11:31  
Period 6 11:35-12:49 (includes two 31 minute lunches)  
Period 7 12:53- 1:36  
Period 8 1:36- 2:23  
Teachers leave: 2:53 p.m.

E. Teachers will be assigned to work through the school year according to the following guidelines:

1. All academic teachers (except as otherwise listed below) shall teach five classes, have one duty period, one option period, one preparation period, and one duty-free lunch.
2. Physical education teachers will be assigned to teach six classes, one duty assignment, one preparation period, and one duty-free lunch.

3. English teachers will be assigned to teach five classes, one option period, two preparation periods, and one duty-free lunch.
4. Science teachers will be assigned to five non-lab classes or four lab classes (or any combination not to exceed 25 instructional periods per week), one duty period, one option period, one preparation period, and one duty-free lunch.
5. Assignment to the "option period" means a teacher will be assigned to a particular station both for supervisory purposes and to assist students with extra help, if necessary. Contact with students during the option period will not require that teachers do any advance preparation or any follow-up work. The option stations may include but are not limited to a language lab, a writing lab, science lab, math lab, social studies learning center, guidance services, library, computer stations, multimedia center, and student services center.
6. The Board shall have the ability without limitation to assign teachers to two duty periods or two option periods or one duty period or one option period. This rule shall not apply to English teachers, who shall be assigned to the writing lab during their option period.

7. During the option period assignments, the teacher will not be asked to supervise and/or provide extra help to more than seven students. This number limitation shall not apply in the event of an emergency, when a teacher may have to supervise more than seven students. The librarian, when present in the library, shall count as a teacher for purposes of determining supervision limits.
8. Part-time teachers who are teaching one or two classes per day will not be assigned to a duty or option period. Part-time teachers who are teaching three or four classes per day may be assigned to one duty or option period per day.
9. A teacher may teach an additional period if an emergency situation arises. An emergency is defined as the unexpected long-term absence of a teacher after the start of the school year. The positions will first be posted as per contract, and if no volunteer comes forth, than it shall be advertised outside the district. If no applicant comes forth, an involuntary assignment may be made. The teacher may not be assigned in this manner more than once during the length of the contract. The salary for said teaching period shall be at 20% of the assigned teacher's salary, starting immediately.

ARTICLE XII  
SEPARABILITY

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

ARTICLE XIII  
DURATION OF AGREEMENT

**A. Duration Period**

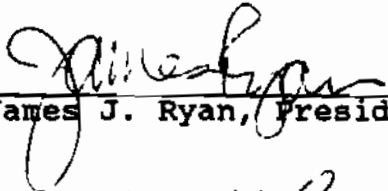
This Agreement shall be effective as of July 1, 1991 and shall continue in effect until June 30, 1994, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

**B. Status of Incorporation**

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Vice President and the Board has caused this Agreement to be signed by its

President and attested by its Secretary all on the day and year below written.

NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION

By:  7-16-92  
James J. Ryan, President

By:  7/16/92  
Gary S. Lane, Board Secretary

NORTHERN HIGHLANDS EDUCATION ASSOCIATION

By:   
Pat Cline, President

By:   
Inger Foerster, Vice President

SCHEDULE "A"  
SALARY GUIDE 1991-1992

<u>Step</u>	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 30</u>	<u>MA + 60</u>
1.0	\$28,216	\$29,991	\$30,468	\$31,872	\$32,429
2.0	29,170	31,210	31,628	33,361	33,992
3.0	30,786	32,429	32,768	36,276	35,470
4.0	31,962	33,658	33,949	36,450	37,070
5.0	33,127	34,559	35,078	37,860	38,522
6.0	34,718	35,979	36,466	38,999	40,069
7.0	35,936	37,356	37,849	40,324	41,670
7.5			38,620		
8.0	37,102	38,782	39,391	41,945	43,132
9.0	38,596	40,377	40,896	43,821	44,828
10.0	40,271	41,966	42,486	45,723	47,594
10.5			43,325	46,230	
11.0	41,871	43,615	44,164	46,735	48,251
11.5			45,021	47,668	
12.0	43,026	45,241	45,877	48,600	50,052
12.5			49,038		
13.0	47,583	51,615	52,198	57,804	58,737
14.0	52,135	57,990	58,520	63,585	66,241

SCHEDULE "B"  
SALARY GUIDE 1992-1993

<u>Step</u>	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 30</u>	<u>MA + 60</u>
1	\$29,873	\$31,742	\$32,244	\$33,722	\$34,309
2	30,877	33,025	33,465	35,290	35,955
3	32,579	34,309	34,666	37,300	37,445
4	33,817	35,603	35,909	38,543	39,196
5	35,044	36,552	37,098	40,027	40,725
6	36,719	38,047	39,100	41,227	42,353
7	38,002	39,497	40,016	42,622	44,039
8	39,229	40,998	41,640	44,329	45,579
9	40,802	42,678	43,224	46,304	47,365
10	42,566	44,351	44,898	48,307	50,180
11	44,251	46,087	46,665	49,373	50,969
12	45,467	47,799	48,469	51,336	52,865
13	48,664	52,274	52,637	56,596	58,547
14	51,861	56,749	57,345	61,856	64,229
15	55,059	61,224	61,782	67,115	69,912

NOTE: Those teachers who were on Step 11 of the 90-91 Salary Guide will move to Step 12 (91-92), Step 13 (92-93) and Step 16 (93-94).

Those teachers who were on Step 12 of the 90-91 Salary Guide will move to Step 13 (91-92), Step 15 (92-93) and Step 16 (93-94).

Those teachers who were on Step 13 of the 90-91 Salary Guide will move to Step 14 (91-92), Step 15 (92-93) and Step 16 (93-94).



SCHEDULE "C"  
SALARY GUIDE 1993-1994

<u>Step</u>	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 30</u>	<u>MA + 60</u>
1	\$31,357	\$33,322	\$33,849	\$35,403	\$36,020
2	32,412	34,670	35,133	37,051	37,750
3	34,202	36,020	36,395	39,164	39,317
4	35,503	37,380	37,702	40,471	41,157
5	36,793	38,378	38,952	42,031	42,764
6	38,553	39,949	40,489	43,292	44,476
7	39,902	41,473	42,019	44,758	46,248
8	41,192	43,051	43,726	46,553	47,867
9	42,845	44,817	45,391	48,629	49,744
10	44,700	46,576	47,151	50,734	52,703
11	46,471	48,401	49,008	51,855	53,532
12	47,749	50,200	50,905	53,828	55,525
13	50,270	53,728	54,403	57,997	60,006
14	52,790	57,256	57,901	62,166	64,486
15	55,311	60,783	61,399	66,335	68,966
16	57,832	64,312	64,899	70,505	73,445

NOTE: Those teachers who were on Step 11 of the 90-91 Salary Guide will move to Step 12 (91-92), Step 13 (92-93) and Step 16 (93-94).

Those teachers who were on Step 12 of the 90-91 Salary Guide will move to Step 13 (91-92), Step 15 (92-93) and Step 16 (93-94).

Those teachers who were on Step 13 of the 90-91 Salary Guide will move to Step 14 (91-92), Step 15 (92-93) and Step 16 (93-94).

SCHEDULE "D"

EXTRA-CURRICULAR PAY SCALES

POSITION:

<u>Group I</u>	<u>1991-1992</u>	<u>1992-1993</u>	<u>1993-1994</u>
Senior Class Advisor	\$3,247	\$3,475	\$3,702
Pops Concert	3,247	3,475	3,702
Dramatics	3,247	3,475	3,702
Yearbook (2 positions)	3,247	3,475	3,702
Newspaper	3,247	3,475	3,702
Student Council Advisor	3,247	3,475	3,702
<u>Group II</u>			
Junior Class Advisor	2,505	2,680	2,854
Dramatics Assistant	2,505	2,680	2,854
Stage Crew	2,505	2,680	2,854
Distributive Education Club	2,505	2,680	2,854
Honor Society	2,505	2,680	2,854
CEEB Testing Coordinator	2,505	2,680	2,854
Basic Skills Coordinator	2,505	2,680	2,854
<u>Group III</u>			
Sophomore Class Advisor	1,947	2,083	2,219
Literary Magazine	1,947	2,083	2,219
School Store	1,947	2,083	2,219
Debate Team	1,947	2,083	2,219
Jazz Ensemble/Pit Band	1,947	2,083	2,219
CST Coordinator	1,947	2,083	2,219
<u>Group IV</u>			
TNT	1,467	1,570	1,672
Freshman Class Advisor	1,467	1,570	1,672
Woodwind Choir	1,467	1,570	1,672
Madrigals	1,467	1,570	1,672
Pep Band	1,467	1,570	1,672
American Field Service	1,467	1,570	1,672
<u>Group V</u>			
Math League	858	918	978
High School Bowl	858	918	978
Foreign Language Club	858	918	978
Science Club	858	918	978
Amnesty International	858	918	978
Environmental Awareness	858	918	978

Key Club	858	918	978
Language Lab Coordinator	858	918	978
Chess Club	858	918	978

SCHEDULE "E"

HEAD COACHES

<u>POSITION:</u>	<u>1991-1992</u>	<u>1992-1993</u>	<u>1993-1994</u>
Football	\$5,284	\$5,653	\$6,020
Basketball			
Boys	4,602	4,924	5,244
Girls	4,602	4,924	5,244
Wrestling	4,602	4,924	5,244
Soccer			
Boys	3,833	4,101	4,368
Girls	3,833	4,101	4,368
Baseball	3,833	4,101	4,368
Softball	3,833	4,101	4,368
Track			
Boys	3,833	4,101	4,368
Girls	3,833	4,101	4,368
Field Hockey	3,833	4,101	4,368
Cross Country	3,333	3,566	3,798
Indoor Track	3,333	3,566	3,798
Tennis			
Boys	3,333	3,566	3,798
Girls	3,333	3,566	3,798
Volleyball	3,333	3,566	3,798
Cheerleading			
Advisor #1	2,213	2,368	2,522
Advisor #2	2,213	2,368	2,522

ASSISTANT COACHES

	<u>1991-1992</u>	<u>1992-1993</u>	<u>1993-1994</u>
Football (5)	\$3,741	\$4,003	\$4,263
Basketball			
Boys (2)	3,400	3,638	3,875
Girls (1)	3,400	3,638	3,875
Wrestling (2)	3,400	3,638	3,875
Soccer			
Boys (2)	2,980	3,188	3,396
Girls (1)	2,980	3,188	3,396
Baseball (2)	2,980	3,188	3,396
* Softball (2)	2,980	3,188	3,396
Track			
Boys (2)	2,980	3,188	3,396
Girls (1)	2,980	3,188	3,396
Field Hockey (1)	2,980	3,188	3,396
Volleyball	2,980	3,188	3,396
Tennis			
Boys (1)	2,980	3,188	3,396
Girls (1)	2,980	3,188	3,396
* Indoor Track	2,591	2,772	2,952

\* Indicates addition of Assistant Coach positions.

SCHEDULE "F"  
OTHER COMPENSATION

CATEGORIES	HOURLY RATES	
	<u>1992-1993</u>	<u>1993-1994</u>
1. Curriculum Work and Professional Summer	23.00	24.50
2. Bedside Instruction	28.75	30.00
3. Chaperone pay	11.50	12.20
4. A.A. Ticket Seller, Ticket Taker, and Crowd Control personnel:	11.50	12.20
5. A.A. Ticket Manager:	11.50	12.20

## SCHEDULE "G"

### LONGEVITY

1. The longevity stipend is in addition to the salary guide for years of service at Northern Highlands as of September of each year.

2. Longevity shall be granted on the basis of the number of full years (September - June) that a person has been employed by and earned a salary from the Northern Highlands Regional High School District and has contributed to the pension fund. Sabbaticals and leaves of absence, with pay, as agreed to and approved by the Board of Education in previous contracts shall be considered toward longevity. No payments will commence prior to September of the year following the achievement of 20 or 25 years of longevity service. Longevity payments will be included in the base salary and disbursed as same.

3. For years of service at Northern Highlands of at least 20 years but less than 25 years, the stipend is \$589.00 in 1992-93. For years of service equal to or greater than 25 years, the stipend is \$737.00 in 1992-93.

4. The longevity stipend amounts for 1993-94 will be calculated in June 1993, when the eligible school population can be determined. The amount of \$38,489.00, which equates to 1% of the 1992-93 total base salaries, will be distributed to eligible members with 25% additional to members with 25 years or more of service at Northern Highlands.

