

# **AGREEMENT**

**between**

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

**and**

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

**in the  
County of Bergen  
New Jersey**

**July 1, 2002 to June 30, 2006**

**Ramapo-Indian Hills Education  
Association, Inc.**

**EXECUTIVE COMMITTEE of R.I.H.E.A.**

President.....Cherylin J. Roeser

Vice-President.....Barbara R. Duhig

Treasurer.....Michael Cauda

Secretary.....Gregory Hudak

Building Representative - Ramapo:  
Maria Beck

Ass't. Building Representative - Ramapo:  
Pam Pappas

Building Representative - Indian Hills:  
Sue Hoyt

Ass't. Building Representative - Indian Hills:  
Jill Kane

**R.I.H.E.A. NEGOTIATING TEAM**

Michael Cauda, Chairperson

Cherylin J. Roeser

Barbara R. Duhig

Lisa Acquaire

Karen Chamberlin

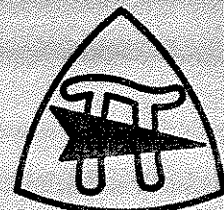
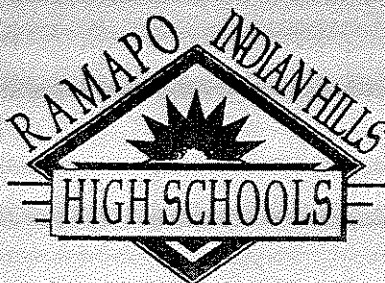
Peter Colletto

Elsa Ehring (retired)

Greg Hudak

Angela Manzi

N.J.E.A. Field Representative: John Biondi





**RAMAPO INDIAN HILLS  
REGIONAL HIGH SCHOOL DISTRICT**

**BOARD OF EDUCATION**

Mrs. Kathleen Scarpelli, President

Mr. Richard Meier, Vice President

Mr. Peter Chorman

Mr. Roger Lane

Mrs. Jacquelyn Lynch

Mr. Thomas Madigan

Mr. Richard Meier

Mrs. Cheryl Piccoli

Mrs. Annette Stride

**DISTRICT ADMINISTRATORS**

Mr. Paul J. Saxton, Superintendent of Schools

Mr. David L. Rinderknecht, School Business  
Administrator

Mr. Thomas Freeswick, Director of Curriculum  
and Articulation

Dr. Mark DeMareo, Principal of Ramapo  
High School

Dr. Robert Onorato, Principal of Indian Hills  
High School

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**ARTICLES GOVERNING**  
**ALL MEMBERS OF THE UNIT**

ARTICLE I  
RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified and non-certified personnel, full-time or part-time, as defined in Article XVII Teacher Employment, and as listed under Schedule A-2 Job Titles, whether under contract, on leave, employed or hereafter employed by the Board, including:

1. Classroom Teachers
2. Learning Disabilities Specialist
3. School Nurse
4. Speech Correctionists and Therapists
5. Work-Experience Coordinators
6. Guidance Counselors
7. Supplemental Teachers
8. Librarians / Media Specialists
9. School Social Workers
10. School Psychologists
11. Administrative Assistants ✓
12. Technical Assistants ✓
13. Special Education Teaching Assistants ✓

but excluding:

1. Superintendent
2. Assistant Superintendent
3. Principals
4. Assistant Principals
5. Secretary to the Board of Education
6. School Business Administrator
7. Director of Curriculum and Articulation
8. Coordinator of Computer Services
9. Subject Supervisors
10. Directors of Guidance
11. Directors of Athletics
12. District Coordinator of Technology
13. Assistant District Technology Coordinator/  
Staff Development Trainer

14. Coordinator of Facilities and Operations
15. Secretary to the Superintendent of Schools
16. Secretary to the Business Administrator
17. Personnel Secretary
18. Confidential Secretary to the Superintendent of Schools
19. All managerial, supervisory, or confidential employees as defined in NJSA 34:13A-5.32.

Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined. The term "administrative assistant", when used hereinafter in this Agreement, shall refer to all non-certified employees represented by the Association in the negotiating unit as above defined, including Technical Assistants and Special Education teaching Assistants.

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

## ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENTS

The parties agree to enter into collective negotiation over a successor agreement in accordance with N.J.S. 34:13A-1 et seq. in a good faith effort to reach agreement on the terms and conditions of unit members' employment. Such negotiations shall begin not later than December 15 of the calendar year preceding the calendar year in which this Agreement expires. Both parties shall submit their proposal at the first negotiating session. Any proposal not submitted by the parties at the first negotiation session shall not be negotiable until the present Agreement has expired and negotiations have begun for a successor agreement. Any agreement so negotiated shall apply to all unit members, be

reduced to writing, be signed by the Board and the Association negotiating representatives and shall be submitted to the Board and to the Association for approval. Adoption by the Board shall follow ratification by the Association membership.

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

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

### ARTICLE III GRIEVANCE PROCEDURE

#### A. DEFINITIONS

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

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

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

#### B. PURPOSE

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



2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

### C. PROCEDURES

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

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

#### 3. Level One

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

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

#### 4. Level Two

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

#### 5. Level Three

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

b. Within five (5) working days after receipt of such a written submission of the grievance from the Association, the Board and the Association shall

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

#### 6. Level Four

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

b. Within ten (10) working days after each written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made by either party to the American Arbitration Association or P.E.R.C., with preference for the latter. The parties shall then be bound by the rules and procedures of the chosen agency 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 a decision not later than twenty (20) working days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

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

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

#### D. RIGHTS OF EMPLOYEES TO REPRESENTATION

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



present and to state its views at all stages of the grievance procedure subsequent to Level One.

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

#### E. MISCELLANEOUS

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

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

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

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

5. Meetings and hearings under this procedure shall not be conducted in public and shall be attended only by such parties in interest and their designated or

selected representatives heretofore referred to in this article.

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

#### F. LIMITATION

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

### ARTICLE IV EMPLOYEE RIGHTS

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

Association and its affiliates, collective negotiations with the Board, or institution of any grievances, complaints or proceeding under this agreement or lack thereof with respect to any terms or conditions of employment.

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

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

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

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

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

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

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

#### ARTICLE V

#### ASSOCIATION RIGHTS AND PRIVILEGES

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

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

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

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



contained shall be construed as requiring that such negotiations, grievance proceedings, conferences, or meetings, be scheduled during working hours.

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

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

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

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

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

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

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

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

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

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

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

In addition, the principal shall release the President of the Association from his/her supervision period and homeroom duties for the purpose of permitting him/her to perform his/her duties as President of the Association if and for so long as there are other teachers available to whom the homeroom and supervision period responsibilities can be assigned.

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

## ARTICLE VI SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof. The salaries of all Supplemental Teachers covered by this Agreement are set forth in Schedule "A-1" which is attached hereto and made a part hereof. The salaries of all Administrative, Technical, and Special Education teaching Assistants covered by this Agreement are set forth in Schedule "A-2, A-3, and A-4" which is attached hereto and made a part hereof.

1. For salaries on Schedule A, Teacher Salary Guide, total monies shall increase by 4.84%, inclusive of increment for 2002-2003; by 4.52%, inclusive of increment for 2003-2004; by 4.11%, inclusive of increment for 2004-2005; and by 4.00%, inclusive of increment for 2005-2006.

a. Unit members on Schedule A, Teacher Salary Guide, employed by the District during the 2001-2002 school year shall move incrementally and/or laterally on the guide for 2002-2003.

b. Unit members hired for the 2002-2003 school year shall remain on their initial step for that year, and receive the appropriate salary increase.

c. During the 2003-2004 school year, Step 1 will be removed and all subsequent steps renumbered.

d. For 2003-2004, all teachers will advance on the guide and will receive the appropriate dollar increase, but their step number will remain the same as it was in the 2002-2003 school year.

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

2. For salaries on Schedule A-1, Supplemental Teacher Salary Guide, total monies shall increase by 4.87%, inclusive of increment for 2002-2003; by 4.52%, inclusive of increment for 2003-2004; by 4.10%, inclusive of increment for 2004-2005; and by 4.00%, inclusive of increment for 2005-2006.

3. For salaries on Schedule A-2, Administrative Assistants Salary Guide, total monies shall increase by 5.62%, inclusive of increment for 2002-2003; by 4.66%, inclusive of increment for 2003-2004; by 4.66%, inclusive of increment for 2004-2005; and by 4.24%, inclusive of increment for 2005-2006.

4. For salaries on Schedule A-3, Technical Assistants Salary Guide, total monies shall increase by 5.55%, inclusive of increment for 2002-2003; by 5.60%, inclusive of increment for 2003-2004; by 6.47%, inclusive of increment for 2004-2005; and by 7.24%, inclusive of increment for 2005-2006.



5. For salaries on Schedule A-4, Special Education Teaching Assistants Salary Guide, total monies shall increase by 4.70%, inclusive of increment for 2002-2003; by 4.43%, inclusive of increment for 2003-2004; by 4.42%, inclusive of increment for 2004-2005; and by 4.23%, inclusive of increment for 2005-2006.

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

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

3. Unit members may elect to have monies deducted from their paychecks and paid into the Paragon Federal Credit Union or Hudson United Bank through the use of automatic payroll deductions.

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

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

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

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

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

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

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

## ARTICLE VII SICK LEAVE

### A. Definition of Sick Leave

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of physical disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

### B. Sick Leave Allowable

All persons holding any office, position or employment in the District, who are steadily employed by the Board of Education or who are protected by tenure in their office, position or employment under the provisions of any law, except persons in the classified service of the Civil Service under Title II Civil Service, of the Revised Statutes, shall be allowed sick leave with full pay for a

minimum of ten (10) school days in any school year or a pro-rated share thereof.

C. Payment of Sick Leave for Service-Connected Disability

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

D. Accumulated Sick Leave

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

E. Credited with Unused Sick Leave

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

#### F. Certificate Issued Showing Unused Sick Leave

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

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

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

#### H. Physician's Certificate Required for Sick Leave

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

#### I. Prolonged Absence Beyond Sick Leave Period

When absence, under the circumstances described in Section A of this article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed, or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/190th of the annual salary.

#### J. Power of Board of Education to Pay Salaries

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

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

#### K. Twelve-Month Employees

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

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

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

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

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

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

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

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

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

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

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

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

6. The aforementioned payment will be made to a unit member's estate in the event a unit member, otherwise eligible for payment under this provision, dies while employed in the District.

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

## ARTICLE VIII TEMPORARY LEAVES OF ABSENCE

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

### A. Definition of Terms

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

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

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

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

2. Up to three (3) days for death in the family, without deduction in pay.



3. Up to a total of three (3) days per school year with full pay for any, but not for each, of the following reasons:

- a. closing titles
- b. moving day
- c. court appearances
- d. appearance at Internal Revenue Bureau
- e. entering offspring in college
- f. attending graduation of offspring or spouse
- g. attending wedding of member of immediate family
- h. marriage
- i. illness in immediate family
- j. medical tests
- k. adoption
- l. for reasons of personal business which could not be scheduled during a time other than during school hours - two days only. (Requests for such leave shall be submitted in writing at least three school days in advance [two work days for administrative assistants, technical assistants, or special education teaching assistants], except in cases of extreme emergency).

Absences not covered by this provision shall not, except in cases of extreme emergency, be permitted on the days immediately preceding or following a weekend, school holiday, vacation or recess period.

Effective with the 1995-96 contract year for assistants and with the 1997-98 contract year for teachers, Article XVI, Section B3 shall be amended to provide for the following:

Up to a total of four (4) days per school year for personal reasons (list of reasons a-l removed).

For assistants, the 1995-97 contract year, and for teachers, the 1997-98 contract year shall serve as a Pilot Program for the removal of reasons in Article VIII,

Section B3, Temporary Leaves of Absence. If utilization of days becomes a concern, this provision will revert back to the program in effect in 1994-95 for assistants and in 1996-97 for teachers, namely the requirement of reasons for one of the three days. Such revision will take place only after notification to the Association that a concern exists and only after adequate time has been given for the Association to address that concern.

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

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

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

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

7. Full deduction (1/190th, for teacher members, 1/260th for assistant members) of the annual contract salary) if absence is in excess of the days allowable for reasons given in this Article.

#### C. Absence for Professional and Legal Reasons

No deduction in salary will be made if a unit member is absent for professional reasons such as attending a convention, conference or meeting, seminar, Grant-in-

aid Program, summer school session, workshop, clinic, visiting schools or on school business relative to the member's work, provided that approval has been given in advance by the principal.

#### D. Schedule of Pay Deductions

1. When a unit member has used during any school year the ten (10) days sick leave allowable by law for ten-month employees, or twelve (12) days sick leave for twelve-month employees, and all accumulated sick leave allowed under the provisions of this contract, full deduction (1/190th of the annual salary for ten-month employees, 1/260th for twelve-month employees) will be made for each day's absence unless leave is extended by vote of the Board of Education.

2. When a unit member is absent for any reason not recorded in this contract and not excused or excusable under the provisions of this contract, full deduction (1/190th for ten-month employees, 1/260th for twelve-month employees) of the annual salary will be made for each day's absence, unless waived by vote of the Board of Education.

#### E. Report of Reason for Absence

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

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

### ARTICLE IX EXTENDED LEAVES OF ABSENCE

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

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

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

D. Maternity Leave of Absence

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

1. Definition:

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

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

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

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

(c) An employee shall be considered temporarily disabled for a period of four (4) weeks before

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

## 2. Procedure:

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

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

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

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

(d) A unit member who is on maternity leave shall notify the Board in writing, on or before March 1st of the school year preceding the school year in which she is scheduled to return to active employment, of her intention to return to teaching in September. If the Board does not receive written notice of the employee's intention to return to work by the date specified, it must send a written request, by certified mail, inquiring as to whether the employee intends to return to work and when. The written notice shall specify, at least, that: 1. The Board requires a written response as to whether or not the employee will be returning to work, and the date

of said return, and: 2. That a failure to respond in accordance with this letter could be deemed a resignation from the District. If the Board has not received a response to the first letter within fifteen (15) days of its due date, the Board must send a second letter by certified mail, return receipt required, or by personal service, restating the contents of the first letter and stating that such second letter is a second request to respond. A non-response by the unit member shall enable the Board to treat the non-response as a resignation upon proof of service of the second notice, provided that the unit member may defend by showing that he or she was not capable of responding to the notices.

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

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

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

(h) In the event of any question as to the condition of the pregnant employee, a conference shall

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

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

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

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

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



#### E. Paternity Leave of Absence

The Board shall grant any male employee an unpaid leave of absence to provide necessary care for his newborn child to the same extent and by the same procedure provided for maternity leaves above, provided, however, that if both parents are employees of

the Board, only one parent may apply for and be granted child rearing or maternity leave.

#### F. Adoption

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X  
PROTECTION OF EMPLOYEES,  
STUDENTS AND PROPERTY

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

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

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

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

3. For the purpose of self-defense; and

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

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

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

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

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

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

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

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

## ARTICLE XI INSURANCE PROTECTION

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

A. 1. Horizon Blue Cross Blue Shield of New Jersey - basic health insurance and major medical coverage.

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

Effective January 1, 2003, the maximum cap per benefit year per individual covered shall be increased to \$1500. Individuals who have reached their previous \$1000 cap shall be entitled to an additional \$500 for the remainder of the 2002-2003 benefit year.

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

- a. Retail Generic CoPay \$10
- b. Retail Preferred Brand Name CoPay \$20
- c. Retail NonPreferred Brand Name CoPay \$35

#### 34-Day or 100 units

- a. Mail Order Generic CoPay \$20
- b. Mail Order Preferred Brand Name CoPay \$40
- c. Mail Order NonPreferred Brand Name CoPay \$70

#### 90-Day Supply

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

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

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

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

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

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

D. If available from the insurance carrier, the Board shall provide to each employee a description of the health-care insurance provided under the Article, same to be provided at the beginning of the school year.

E. 1. The parties agree that the definition of a full-time teacher for purposes of medical benefits shall be one who is employed on a regular basis for the school year and whose assignment is .8 or greater.

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

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

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

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

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

4. The details of the 125 Plan shall be set forth in Appendix A which is attached hereto and made a part hereof.

## ARTICLE XII DEDUCTIONS FROM SALARY

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

### B. Representative Fee

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

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



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

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

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

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

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

which it will seek to implement this paragraph.

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

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

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

ARTICLE XIII  
TEACHER ADMINISTRATION SUPPORT STAFF  
LIAISON COMMITTEE (TASC)

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

of the District and the President of the RIHEA. Said committee, whenever possible, shall consist of the following:

1. one (1) representative for first-year teachers;
2. one (1) representative for non-tenured teachers;
3. three (3) representatives for tenured teachers;
4. one (1) representative for non-tenured administrative assistants;
5. two (2) representatives for tenured administrative assistants;
6. one (1) representative appointed by the Association President.

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

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

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

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

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

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

## ARTICLE XV TEACHING HOURS AND TEACHING LOAD

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

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

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

4. Any teacher who arrives late to work shall affix his/her signature and the time of his/her arrival. In addition, teachers shall have the right to record the reason for lateness. Any recording of such lateness in a teacher's file shall be recorded by minutes and hours, and notification shall be given to the teacher of such recording. The principal or his/her agent shall have the

right to excuse lateness occasioned by inclement weather or personal emergency. Any lateness excused by the principal or that agent shall be so noted on the daily record, and shall not be placed in the teacher's personal file.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ramapo High School in the 1987-88 schedule and at Indian Hills High School in the 1988-89 schedule.

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

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

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

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

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

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

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

L. 1. ITV: A teacher's assignment which includes instructing an ITV course(s) will reflect that such an assignment will be treated as any other instructional assignment.

2. A teacher's assignment which includes supervising an ITV course(s) will reflect that such an assignment will be treated as any other supervisory assignment, i.e., as a duty.

3. Additional time spent by teachers beyond the regular work day or work year (as defined in Articles XIV and XV of this agreement ) for the purpose of meetings, training, etc., related to ITV shall be compensated at the summer workshop rate.

4. The parties recognize that the 1994-95 school year was the initial year for ITV and therefore served as a pilot year for the program. The program will be reviewed prior to the expiration of this agreement.

5. Effective September 1, 1997, an ITV Committee will be established to deal with all aspects of the program, both those that impact terms and conditions of employment and those that do not. Such a committee will be comprised of at least three members selected by the RIHEA and at least three members selected by the BOE. This committee will begin meeting no later than September 26, 1997, and will report back to the RIHEA and the BOE no later than February 15, 1998. The Committee's recommendations shall be in writing and shall be submitted to both the RIHEA and the BOE so that each will have the opportunity to negotiate those portions of the recommendations that are negotiable. It is the intent of the parties that such negotiations be finalized for inclusion in a contract that succeeds the current agreement between the parties.



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

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

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

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

back to its original wording (Article VII - Teaching Hours and Teaching Load -1994-1996).

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

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

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

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

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

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

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

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

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

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

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

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

d. For 2002-2003, compensation for such an additional assignment shall be \$7080 per year or pro-rated part thereof. For 2003-2004, compensation for such an additional assignment shall be \$7400 per year or pro-rated part thereof. For 2004-2005, compensation for such an additional assignment shall be \$7705 per year or pro-rated part thereof. For 2005-2006, compensation for such an additional assignment shall be \$8015 per year or pro-rated part thereof.

All such compensation shall be subject to all the regular deductions normally taken from an employee's paycheck, and thus, shall be fully pensionable.

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

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

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

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

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

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

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

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

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

## ARTICLE XVI NON-TEACHING DUTIES

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

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

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

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

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

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

## ARTICLE XVII TEACHER EMPLOYMENT

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

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

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

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

B. Teachers with previous teaching experience in the Ramapo-Indian Hills Regional High School District shall, upon returning to the system, receive full credit on the salary schedule for all outside full-time teaching experience in schools duly accredited by one of the six regional crediting associations, up to four (4) years of military experience; Peace Corps, VISTA, or National Teacher Training Corps work up to the maximum set forth in Section "A" above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system from leave for military experience, be restored to the next position on the salary schedule above that at which they left. Teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system from leave for the Peace Corps, VISTA, or National Teacher Training Corps, be returned to a position on the salary schedule at the level at which the employee left for the leave of absence, except that if that teacher left at the end of a school year or after January 15 of a school year, he/she shall be advanced to the next appropriate step on the guide.

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

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

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

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

This provision will automatically sunset at the end of the contract (June 30, 2006) and will not automatically carry over into subsequent agreements.

G. 1. A teacher whose initial date of employment in the District is January 15 or earlier shall be deemed to have completed one full year of service and shall be moved to the next step on the guide the following September.

2. A teacher who is employed after January 15 shall remain at the initial experience step for the next school year.

#### ARTICLE XVIII TEACHER ASSIGNMENT AND REASSIGNMENT

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

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

C. Neither a teacher's subject area assignment nor building assignment shall be changed during the school year or for the ensuing school year unless the teacher

has been given notice of such proposed change and the opportunity to meet with the principal, superintendent or such other agent as the Board may designate to discuss the reason or reasons for the reassignment. Any change in the teacher's teaching assignment within the subject area shall require the same prior notice as herein.

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

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

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

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

H. The Administration shall deliver to the Association and post in all school buildings a list of the vacancies for certificated personnel as they become known. In the summer, notice of such vacancies shall be mailed to each teacher who has supplied self-addressed



envelopes in sufficient numbers to the Board.

I. The Administration shall deliver to the Association and post in all school buildings a list of summer workshops, seminars and conferences as they become known during the academic school year.

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

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

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

4. Effective September 1, 1997, a Mentoring Committee will be established to deal with all aspects of the program, both those that impact terms and conditions of employment and those that do not. Such a committee will be comprised of at least three members selected by the RIHEA and at least three members selected by the BOE. The Committee shall review the state requirements concerning certification and support services for provisional teachers and make recommendations to the negotiations teams of both parties. The Committee will begin meeting no later than September 26, 1997, and will report back to the RIHEA and the BOE no later than February 15, 1998. The Committee's recommendations shall be in writing and shall be submitted to both the RIHEA and the BOE so that each will have the opportunity to negotiate those portions of the recommendations that are negotiable. It is the intent of the parties that such negotiations be finalized for inclusion in a contract that succeeds the current agreement.

K. Openings for home teaching, positions with the evening school, federal projects, in-district trainers for staff development, mentors, or other programs (including non-teaching positions for which teachers

may be qualified and eligible) shall be adequately publicized

#### ARTICLE XIX SUMMER SCHOOL

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

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

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

#### ARTICLE XX TEACHER EVALUATION REPORTS

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

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

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

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

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

## ARTICLE XXI TEACHER FACILITIES

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

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

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

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

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

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

B. Each school shall have the following facilities:

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

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

3. Free and adequate off-street parking facilities identified exclusively for staff use, and which shall be used exclusively by the staff, with the sole exceptions of (1) a limited number of spaces adjacent to the auto shop, for use in the auto mechanics program; (2) spaces for physically handicapped student drivers;

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

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

6. Adequate chalkboard space in every classroom where needed;

7. A dictionary in every classroom;

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

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

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

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

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

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

## ARTICLE XXII SABBATICAL LEAVES

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

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

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

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

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

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

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

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

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

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

H. It is understood that provisions of this Article XXII shall be suspended for the term of the within Agreement, namely for the school years 2002-2003, 2003-2004, 2004-2005, and 2005-2006 except that up to two (2) one-half (1/2) pay sabbatical leaves of absence may be granted in each academic year to qualified applicants in accordance with the terms and provision of this Article XXII, except that Section E shall not be applicable and, in lieu thereof, compensation shall be at fifty percent (50%) of the base salary which the teacher would have received if such teacher had remained on active duty.

ARTICLE XXIII  
SUBSTITUTES

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

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

C. Volunteers and assigned teachers shall be paid at the rate of 1/5 the daily substitute teacher pay for each class covered as a substitute.

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

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

ARTICLE XXIV  
PROFESSIONAL DEVELOPMENT AND  
EDUCATIONAL IMPROVEMENT

A. General Principles

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

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

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

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

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



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

6. Online courses (in accordance with Article XXIV, Section A5) shall be eligible for tuition reimbursement and salary credit with prior approval of the Superintendent.

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

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

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

C. Master's Degree

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

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

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

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

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

#### E. Master's +30 Credits

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

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

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

#### F. Special Considerations

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

2. An individual in the District's employ at this time who has been accumulating credits shall have his/her Master's +15 electives allowance prorated on the basis of 1 to 2 if he/she has a Master's degree in his/her area

of specialization and teaching assignment. (Example: a teacher with nine (9) credits beyond the Master's degree as of this date shall have two (2) credits in his/her area of specialization and teaching assignment and four (4) credits in electives to complete the Master's degree +15 requirements.)

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

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

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

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

G. Tuition reimbursement shall not exceed \$1600 per teacher, per year; up to 6 credits per year for the 2002-2003, 2003-2004, 2004-2005, and 2005-2006 school years.

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

H. Effective September 1, 1999, the Board agrees to allocate \$60,000 per school year (July 1 to June 30) for tuition reimbursement.

1. Unexpended funds in any school year shall be rolled over for use the following year.

2. Whenever the available funds for any given year have been exhausted, teachers shall be eligible to apply for special consideration for receipt of funds over and above the allocated \$60,000.

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

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

J. 1. Those staff members selected to serve as trainers will be compensated for preparation and concluding services which are outside of the parameters of the regular contract day of seven (7) hours and forty-five (45) minutes at the summer workshop rate for a participant in a summer curriculum or professional development program as follows: \$44.40 per hour in 2002-2003; \$46.40 for 2003-2004; \$48.30 for 2004-2005; and \$50.25 for 2005-2006.

2. In the event that staff development training sessions occur outside the parameters of the regular contract day of seven (7) hours and forty-five (45) minutes, compensation to trainers for the time spent teaching in such training sessions will be at the rate for a trainer in or teacher of a summer curriculum or professional development program as follows: \$51.40

per hour in 2002-2003; \$53.70 for 2003-2004; \$55.90 for 2004-2005; and \$58.15 for 2005-2006. Compensation for preparation and concluding services will be at the appropriate summer workshop rate.

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

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

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

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

7. The foregoing and our other various discussions are designed to preserve the stated aim of this members' endeavor, including the voluntary nature of the staff members' participation and involvement in the Staff Development Program. As such, performance evaluation and/or observation should not be part of the 2002-2006 Staff Development Programs.

ARTICLE XXV  
LONGEVITY

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

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

Tier One

BA Degree:	after 16 years of service:	
	2002-2003	\$2700
	2003-2004	\$2800
	2004-2005	\$3100
	2005-2006	\$3400

Tier Two

MA Degree:	after 16 years of service:	
	2002-2003	\$3200
	2003-2004	\$3300
	2004-2005	\$3500
	2005-2006	\$3800

Tier Three

MA Degree:	after 20 years of service:	
	2002-2003	\$3400
	2003-2004	\$3500
	2004-2005	\$3700
	2005-2006	\$4000

Tier Four

MA Degree:	after 24 years of service:	
	2002-2003	\$3700
	2003-2004	\$3800
	2004-2005	\$4000
	2005-2006	\$4300

Tier Five

MA Degree:	after 30 years of service:	
	2002-2003	\$4100
	2003-2004	\$4200
	2004-2005	\$4400
	2005-2006	\$4700

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

Step A

BA/MA Degree: 4th - 11th year of service:

2002-2003	\$900
2003-2004	\$900
2004-2005	\$900
2005-2006	\$900

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

Step B

BA/MA Degree: 12th - nth year of service:

2002-2003	\$1250
2003-2004	\$1350
2004-2005	\$1550
2005-2006	\$1550

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

ARTICLE XXVI  
NON-TENURED TEACHERS

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

A. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment, but with such

increases in salary and benefits as may be required by law or agreement between the Board and the Association, or

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

ARTICLE XXVII  
PART-TIME TEACHERS

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

B. Part-time teachers shall receive pro-rata salary based on the Teacher's Salary Guide in accordance with salary and weekly workload Schedule A-1.

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

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

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

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

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



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

SALARY AND WEEKLY WORKLOAD  
SCHEDULE "A-1"

1/5 Salary

5 Teaching Periods  
2 Supervision Periods  
1 Preparation Period

2/5 Salary

10 Teaching Periods  
4 Supervision Periods  
2 Preparation Periods

3/5 Salary

15 Teaching Periods  
5 Supervision Periods  
3 Preparation Periods  
1 Conference Period

4/5 Salary

20 Teaching Periods  
5 Supervision Periods  
4 Preparation Periods  
3 Conference Periods

ARTICLE XXVIII  
SUPPLEMENTAL TEACHERS

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

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

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

D. Supplemental Teachers are to be involved in the District's Staff Development Program and other initiatives as appropriate and on the same basis as other employees. Compensation to Supplemental Teachers for work required of them beyond [19.5 hours per week in 1996-97 and] 21 hours per week [in 1997-98] shall be at the rate of \$44.40 per hour in 2002-2003; \$46.40 for 2003-2004; \$48.30 for 2004-2005; and \$50.25 for 2005-2006. Assignments that may be required for Supplemental Teachers include those listed in C. Roeser's Memorandum to R. Boonstra dated October 27, 1994, regarding this matter.

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

F. Supplemental Teachers assigned to serve as administrators or coordinators of SAT's or other tests administered to classified students shall be compensated at \$51.40 per hour in 2002-2003; \$53.70 for 2003-2004; \$55.90 for 2004-2005; and \$58.15 for 2005-2006.

G. Effective with the 1997-98 contract year, Supplemental Teachers will receive longevity compensation as follows:

1. at the BA level, \$775 for eleven (11) years or more of service to the District;
2. at the MA level, \$800 for eleven (11) years or more of service to the District.

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

**ARTICLES GOVERNING ADMINISTRATIVE  
ASSISTANT, TECHNICAL ASSISTANT AND  
SPECIAL EDUCATION TEACHING ASSISTANT  
MEMBERS OF THE UNIT**

**ARTICLE XXIX  
WORK SCHEDULE**

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

1. The working hours for administrative assistants at any time when students are not in attendance shall be

8:00 AM - 3:30 PM

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

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

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

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

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

1. Special Education teaching assistants shall follow the work calendar of the professional teaching staff.

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

3. On a scheduled minimum day before the Thanksgiving and Holiday Recesses, special education teaching assistants may leave at the end of the pupil day.

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

1. The working hours for technical assistants at any time when students are not in attendance shall be

8:00 AM - 4:30 PM

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

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

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

ARTICLE XXX  
OVERTIME

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

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

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

ARTICLE XXXI  
LONGEVITY

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

For 2002-2003

5th year - \$ 500

9th year - \$ 900

12th year - \$1150

15th year - \$1450

For 2003-2004

5th year - \$ 500

9th year - \$1000

12th year - \$1250

15th year - \$1450

For 2004-2005

5th year - \$ 500

9th year - \$1000

12th year - \$1250

15th year - \$1450

For 2005-2006

5th year - \$ 500

9th year - \$1000

12th year - \$1250

15th year - \$1450

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

For 2002-2003

5th year - \$ 400

9th year - \$ 900

12th year - \$1150

15th year - \$1350

For 2003-2004

5th year - \$ 500

9th year - \$1000

12th year - \$1250

15th year - \$1450

For 2004-2005

5th year - \$ 500

9th year - \$1000

12th year - \$1250

15th year - \$1450

For 2005-2006

5th year - \$ 500

9th year - \$1000

12th year - \$1250

15th year - \$1450

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

For 2002-2006

5th year - \$ 300

9th year - \$ 600

12th year - \$ 900

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

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

## ARTICLE XXXII VACANCIES AND NEW POSITIONS

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

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

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

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

## ARTICLE XXXIII HOLIDAYS AND VACATIONS

### A. Administrative Assistants Employed for Ten Months

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



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

#### B. Administrative Assistants Employed for Twelve Months

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

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

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

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

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

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

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

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

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

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

3. Two weeks (10 days) of vacation allowance, taken in either a block or single days, will be permitted, based upon seniority, during time when school is in session with the approval of the immediate supervisor.

Such approval shall not be unduly withheld. An administrative assistant will be credited for a vacation allowance after twelve (12) weeks' service.

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

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

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

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

#### ARTICLE XXXIV EMPLOYEE IMPROVEMENT

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

B. In-house staff development course opportunities shall be open to all administrative, technical, and special

education teaching assistants on a space available basis, outside working hours and without additional compensation, unless the course is required by the District for advancement of skills.

ARTICLE XXXV  
TRANSFERS AND REASSIGNMENT

- A. Involuntary transfers will be made only when conditions require it. The administrative assistant to be transferred shall be given every consideration possible as to available positions in the system. Seniority within the system shall be given consideration.
- B. The immediate supervisor shall discuss the transfer with the employee and/or his/her representative and shall make the final assignment in writing.
- C. In no event shall the final determination of the Board concerning an involuntary transfer or reassignment be subject to the grievance procedure.

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

ARTICLE XXXVI  
MISCELLANEOUS PROVISIONS

- A. This agreement constitutes Board policy for the terms of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual unit member, heretofore or hereafter executed shall be subject to and consistent with the terms and

conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

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

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

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

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

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

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

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

be reimbursed for the difference at said IRS rate.

H. In the event that the District shall hereafter receive state and/or federal funds substantially in excess of amounts previously anticipated, the Board shall meet with representatives designated by the Association to obtain the Association's viewpoints regarding the use of such unanticipated funds. It is understood, however, that the Board's ultimate determination as to the use of

such funds shall not be subject to the grievance procedure or to negotiation, or such, the Board's only obligation being to obtain the views of the Association before making a decision in this area.

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

J. Effective March 10, 1999, a Health Benefits Analysis and Oversight Committee will be established to investigate and evaluate insurance plans and coverage with the objective of securing comprehensive yet cost effective coverage. A preliminary report will be prepared for presentation to both the Board and the Association by October 1, 1999.

1. As part of this analysis, the Board shall establish a Cash Out policy that will enable unit members to waive coverage in any of the insurance plans and to receive 25% of the cost savings for medical coverage and 50% of the cost savings for prescription drug and dental coverage that accrue to the Board.

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

3. Prior to any implementation of this policy, a 125 Plan will be created to protect all members from any potential tax liability.

K. This agreement represents and incorporates the complete and final settlement by the parties of all issues

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

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

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

#### ARTICLE XXXVII NO STRIKE, NO SANCTIONS

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

#### ARTICLE XXXVIII BOARD RIGHTS

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

ARTICLE XXXIX  
DURATION OF AGREEMENT

This Agreement shall be as follows: a one-year contract, commencing on the first day of July 2002, and terminating on the thirtieth day of June 2003; and a three- year contract commencing on the first day of July 2003, and terminating on the thirtieth day of June 2006.

\*The above is for the convenience of the parties. The actual terms of the agreements are: July 1, 2002 to June 30, 2006.

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

BOARD OF EDUCATION  
RAMAPO INDIAN HILLS REGIONAL  
HIGH SCHOOL DISTRICT

By: Kathleen Scarpelli  
President

ATTEST:  
David L. Rinderknecht  
Board Secretary

RAMAPO-INDIAN HILLS  
EDUCATION ASSOCIATION, INC.

By: Cheryl J. Roeser  
President

ATTEST:  
Gregory Hudak  
Secretary

TEACHER SALARY GUIDE  
SCHEDULE A 2002-2003

STEP	BA	BA+15	MA	MA+15	MA+30
1	36200	37000	37700	38700	41200
2	36900	37900	38600	39500	41900
3	38300	39100	39800	40800	43300
4*	39300	40100	40800	41800	44300
5	40500	41400	42000	43600	45700
6	41700	42900	43750	45400	47400
7	43000	44200	45700	47100	48950
8	44200	45900	47500	49200	50400
9	45300	47500	49600	51200	52200
10	46400	48900	51400	53000	53900
11	47600	50300	52600	54200	55100
12	49300	51900	54200	55700	57100
13	51100	53600	55800	57600	59400
14	53300	55800	57800	59800	61300
15	55800	59100	61000	63000	64100
16	59600	63600	66600	67850	69600
17	66600	69700	74100	75600	77900
18					80750
TOP+1	68200	71400	77600	79250	83750
TOP+2	70610	74050	80600	82160	87050

Add for Doctorate \$1390

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

LONGEVITY (combine Steps and Tiers):

STEP	DEGREE	Yrs. in Dist.	AMOUNT
A	BA/MA	4th-11th	\$ 900
B	BA/MA	12th-top	\$1250
TIER			
1	BA	after 16	\$2700
2	MA	16-19	\$3200
3	MA	20-23	\$3400
4	MA	24-29	\$3700
5	MA	30 or more	\$4100



TEACHER SALARY GUIDE  
SCHEDULE A 2003-2004

NEW STEP	OLD STEP	BA	BA+15	MA	MA+15	MA+30
1	2	40000	40800	41500	42500	45000
2	3	40700	41500	42200	43200	45700
3	4	41400	42200	42900	43900	46400
4*	5	42200	43100	43700	44900	47100
5	6	43200	44100	44950	46600	48600
6	7	44200	45200	46700	48100	49950
7	8	45200	46900	48500	50000	51400
8	9	46200	48400	50400	52000	53100
9	10	47500	50000	52500	54100	55000
10	11	48900	51600	53900	55500	56400
11	12	50100	52700	55000	56600	58000
12	13	51800	54300	56500	58300	60100
13	14	54000	56500	58500	60300	61900
14	15	56300	59600	61500	63500	65000
15	16	59800	63800	66800	68050	69800
16	17	66600	69700	74100	75600	77900
17	18					80850
TOP+1	TOP+1	68920	72120	77320	78970	84370
TOP+2	TOP+2	72420	75920	82720	84470	89350

Add for Doctorate \$1453

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

LONGEVITY (combine Steps and Tiers):

STEP	DEGREE	Yrs. in Dist.	AMOUNT
A	BA/MA	4th-11th	\$ 900
B	BA/MA	12th-top	\$ 1350
TIER			
1	BA	after 16	\$2800
2	MA	16-19	\$3300
3	MA	20-23	\$3500
4	MA	24-29	\$3800
5	MA	30 or more	\$4200

TEACHER SALARY GUIDE  
SCHEDULE A 2004-2005

STEP	BA	BA+15	MA	MA+15	MA+30
1	40900	41700	42400	43500	46000
2	41740	42540	43240	44300	46800
3	42640	43440	44140	45140	47640
4*	43540	44440	45040	46440	48740
5	44640	45340	46190	47840	49840
6	45640	46340	47840	49240	51090
7	46640	48040	49640	51140	52540
8	47740	49540	51540	53140	54240
9	48840	50940	53440	55040	55940
10	50040	52540	54840	56440	57340
11	51440	53940	56240	57840	59040
12	52600	55100	57300	59100	60700
13	54800	57300	59300	61100	62700
14	56500	59800	61700	63700	65200
15	60000	64000	66800	68350	70000
16	66600	69700	74100	75600	77900
17					81450
TOP+1	70600	73800	79000	80650	86050
TOP+2	74000	77500	84500	86250	91250

Add for Doctorate \$1513

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

LONGEVITY (combine Steps and Tiers):

STEP	DEGREE	Yrs. in Dist.	AMOUNT
A	BA/MA	4th-11th	\$ 900
B	BA/MA	12th-top	\$1550
TIER			
1	BA	after 16	\$3100
2	MA	16-19	\$3500
3	MA	20-23	\$3700
4	MA	24-29	\$4000
5	MA	30 or more	\$4400

**TEACHER SALARY GUIDE  
SCHEDULE A 2005-2006**

STEP	BA	BA+15	MA	MA+15	MA+30
1	42438	43238	43938	45038	47538
2	43278	44078	44778	45838	48338
3	44178	44978	45678	46678	49178
4*	45078	45978	46578	47978	50278
5	46178	46878	47728	49378	51378
6	47178	47878	49378	50778	52628
7	48178	49578	51178	52678	54078
8	49278	51078	53078	54678	55778
9	50378	52478	54978	56578	57478
10	51578	54078	56378	57978	58878
11	52978	55478	57778	59378	60578
12	54138	56638	58838	60638	62238
13	56338	58838	60838	62638	64238
14	58038	61338	63238	65238	66738
15	61538	65538	68338	69888	71538
16	66600	69700	74100	75600	77900
17					83200
TOP+1	72100	75350	80700	82400	87800
TOP+2	75500	79050	86200	88000	93000
Add for Doctorate \$1574					

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

LONGEVITY (combine Steps and Tiers):

STEP	DEGREE	Yrs. in Dist.	AMOUNT
A	BA/MA	4th-11th	\$ 900
B	BA/MA	12th-top	\$1550
<b>TIER</b>			
1	BA	after 16	\$3400
2	MA	16-19	\$3800
3	MA	20-23	\$4000
4	MA	24-29	\$4300
5	MA	30 or more	\$4700

SUPPLEMENTAL TEACHER SALARY GUIDE  
SCHEDULE A-1 2002-2003

STEP	BA	MA
1	19270	20340
2	20020	21100
3	20770	21850
4	21640	22600
5	22390	23470
6	23250	24330
7	24070	25170
8	24970	25970
9	26170	27170
10	27855	28995

LONGEVITY

after 11 years	775	800
----------------	-----	-----

SUPPLEMENTAL TEACHER SALARY GUIDE  
SCHEDULE A-1 2003-2004

STEP	BA	MA
1	19870	20940
2	20620	21700
3	21370	22450
4	22240	23200
5	22990	24070
6	23850	24930
7	24670	25770
8	25570	26570
9	26770	27770
10	28655	29795

LONGEVITY

after 11 years	775	800
----------------	-----	-----

SUPPLEMENTAL TEACHER SALARY GUIDE  
SCHEDULE A-1 2004-2005

STEP	BA	MA
1	20440	21510
2	21190	22270
3	21940	23020
4	22810	23770
5	23560	24640
6	24420	25500
7	25240	26340
8	26140	27140
9	27340	28340
10	29255	30395
LONGEVITY		
after 11 years	775	800

SUPPLEMENTAL TEACHER SALARY GUIDE  
SCHEDULE A-1 2005-2006

STEP	BA	MA
1	20910	21980
2	21660	22740
3	22410	23490
4	23280	24240
5	24030	25110
6	24890	25970
7	25710	26810
8	26610	27610
9	27810	28810
10	29795	30935
LONGEVITY		
after 11 years	775	800

ADMINISTRATIVE ASSISTANTS  
JOB TITLES  
SCHEDULE A-2

GRADE 1  
ADMINISTRATIVE ASSISTANTS:  
GENERAL OFFICE - RECEPTION

GRADE 2  
ADMINISTRATIVE ASSISTANTS:  
ASSISTANT TO THE ASS'T. PRINCIPAL  
ATHLETIC OFFICE  
ATTENDANCE OFFICE  
BOARD OFFICE  
DEPARTMENT OFFICES  
FACILITIES AND OPERATIONS  
GENERAL OFFICE  
GUIDANCE OFFICE  
INSTRUCTIONAL TECHNOLOGY  
LIBRARY TECHNICAL ASSISTANT  
SPECIAL SERVICES

GRADE 3  
ADMINISTRATIVE ASSISTANTS:  
ASSISTANT TO THE PRINCIPAL  
ASSISTANT TO THE DIRECTOR OF GUIDANCE  
ASS'T TO DIRECTOR OF SPECIAL SERVICES  
ASS'T. TO COORDINATOR OF COMPUTER SERVICES  
ASS'T. TO THE DIRECTOR OF  
CURRICULUM AND ARTICULATION

GRADE 4  
ADMINISTRATIVE ASSISTANTS:  
PAYROLL BOOKKEEPER  
BOOKKEEPER /COMPUTER OPERATOR

UNGRADED  
TECHNICAL ASSISTANT  
SPECIAL EDUCATION TEACHING ASSISTANT

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2002-2003

GRADE 1

STEP	10 MNTHS.	12 MNTHS.
1	22000	26950
2	22800	27930
3	23400	28665
4	24100	29523
5	25000	30625
6	26600	32585
7	28300	34668
8	30150	36934
TOP +1	30350	37179

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2003-2004

GRADE 1

STEP	10 MNTHS.	12 MNTHS.
1	23000	28175
2	23800	29155
3	24400	29890
4	25100	30748
5	26000	31850
6	27600	33810
7	29300	35893
8	31150	38159
TOP + 1	31650	38771

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2004-2005

GRADE 1

STEP	10 MNTHS.	12 MNTHS.
1	24100	29523
2	24900	30503
3	25500	31238
4	26200	32095
5	27100	33198
6	28700	35158
7	30400	37240
8	32250	39506
TOP + 1	32750	40119

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2005-2006

GRADE 1

STEP	10 MNTHS.	12 MNTHS.
1	25000	30625
2	25800	31605
3	26800	32830
4	27800	34055
5	28800	35280
6	30000	36750
7	31250	38281
8	32500	39813
TOP + 1	33800	41405



ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2002-2003

GRADE 2

STEP	10 MNTHS.	12 MNTHS.
1	22600	27685
2	23200	28420
3	23900	29278
4	25000	30625
5	26500	32463
6	28200	34545
7	29900	36628
8	31755	38900
TOP+ 1	32300	39568

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2003-2004

GRADE 2

STEP	10 MNTHS.	12 MNTHS.
1	23600	28910
2	24200	29645
3	24900	30503
4	26000	31850
5	27500	33688
6	29200	35770
7	31000	37975
8	32780	40156
TOP + 1	33400	40915

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2004-2005

GRADE 2

STEP	10 MNTHS.	12 MNTHS.
1	24800	30380
2	25400	31115
3	26100	31973
4	27200	33320
5	28700	35158
6	30500	37363
7	32200	39445
8	33900	41528
TOP + 1	34500	42263

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2005-2006

GRADE 2

STEP	10 MNTHS.	12 MNTHS.
1	25800	31605
2	26800	32830
3	27800	34055
4	28800	35280
5	30000	36750
6	31200	38220
7	32700	40058
8	34200	41895
TOP + 1	36000	44100

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2002-2003

GRADE 3

STEP	10 MNTHS.	12 MNTHS.
1	24500	30013
2	25200	30870
3	26000	31850
4	26800	32830
5	27700	33933
6	29200	35770
7	31000	37975
8	32700	40058
TOP + 1	33200	40670

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2003-2004

GRADE 3

STEP	10 MNTHS.	12 MNTHS.
1	25500	31238
2	26200	32095
3	27000	33075
4	27800	34055
5	28700	35158
6	30200	36995
7	32000	39200
8	33700	41283
TOP + 1	34300	42018

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2004-2005

GRADE 3

STEP	10 MNTHS.	12 MNTHS.
1	26800	32830
2	27500	33688
3	28300	34668
4	29100	35648
5	30000	36750
6	31500	38588
7	33300	40793
8	34900	42753
TOP + 1	35700	43733

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2005-2006

GRADE 3

STEP	10 MNTHS.	12 MNTHS.
1	27300	33443
2	28000	34300
3	29000	35525
4	30000	36750
5	31000	37975
6	32300	39568
7	33800	41405
8	35500	43488
TOP + 1	37100	45448

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2002-2003

GRADE 4

STEP	12 MNTHS.
1	32333
2	33190
3	34170
4	35150
5	36253
6	38090
7	41095
8	42500
TOP + 1	43400

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2003-2004  
GRADE 4

STEP	12 MNTHS.
1	33500
2	34300
3	35270
4	36250
5	37353
6	39190
7	41500
8	43900
TOP + 1	44500

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2004-2005

GRADE 4

STEP	12 MNTHS.
1	34800
2	35600
3	36570
4	37550
5	38700
6	40500
7	42800
8	45500
TOP + 1	47500

ADMINISTRATIVE ASSISTANTS  
SALARY GUIDE  
SCHEDULE A-2 2005-2006

GRADE 4

STEP	12 MNTHS.
1	36750
2	37750
3	38750
4	39750
5	41000
6	42250
7	44250
8	47000
TOP + 1	49100

TECHNICAL ASSISTANTS  
SCHEDULE A-3 2002-2003  
SALARY GUIDE

STEP	10 MNTHS.
1	27300
2	28300
3	29300
4	30750
5	32250
6	34250
7	36250
8	38250
TOP + 1	40250

TECHNICAL ASSISTANTS  
SCHEDULE A-3 2003-2004  
SALARY GUIDE

STEP	10 MNTHS.
1	27500
2	28800
3	29800
4	31200
5	32800
6	35800
7	36800
8	38800
TOP + 1	40800

TECHNICAL ASSISTANTS  
SCHEDULE A-3 2004-2005  
SALARY GUIDE

STEP	10 MNTHS.
1	28000
2	29000
3	30000
4	31700
5	33300
6	36300
7	38300
8	40300
TOP + 1	42300

TECHNICAL ASSISTANTS  
SCHEDULE A-3 2005-2006  
SALARY GUIDE

STEP	10 MNTHS.
1	28500
2	29500
3	30500
4	32200
5	33800
6	36300
7	38800
8	40800
TOP + 1	43000



SPECIAL EDUCATION  
TEACHING ASSISTANTS  
SCHEDULE A-4  
SALARY GUIDE\*

2002-2003

STEP	10 MNTHS.
1	16900
2	17700
3	18800

2003-2004

STEP	10 MNTHS.
1	17250
2	18100
3	19250

2004-2005

STEP	10 MNTHS.
1	18200
2	18800
3	20100

2005-2006

STEP	10 MNTHS.
1	19000
2	19700
3	20950

\* Salary based on seven-hour day for 190 days



SCHEDULE B - 2002-2006  
SALARY GUIDE SUPPLEMENT

1. SPECIAL SCHOOL ADVISORS (cont'd)

GROUP 1 ADVISOR STIPENDS

FOR 2005-2006

	Step 1	Step 2	Step 3	Step 4
Advisor	5637	5894	6165	6427
Assistant	2214	2330	2452	2571

*Drama Ass't.	1780 flat rate - no steps
*Newspaper Online	1358 flat rate - no steps

GROUP 2 CLUBS AND ACTIVITIES

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

GROUP 2 ADVISOR STIPENDS

FOR 2002-2003

	Step 1	Step 2	Step 3	Step 4
Advisor	3654	3846	4048	4244
Assistant	1461	1538	1619	1697

FOR 2003-2004

	Step 1	Step 2	Step 3	Step 4
Advisor	3846	4038	4240	4436
Assistant	1527	1608	1692	1774

FOR 2004-2005

	Step 1	Step 2	Step 3	Step 4
Advisor	4028	4220	4422	4618
Assistant	1590	1674	1762	1847

SCHEDULE B - 2002-2006  
SALARY GUIDE SUPPLEMENT

1. SPECIAL SCHOOL ADVISORS (cont'd)

GROUP 2 ADVISOR STIPENDS

FOR 2005-2006

	Step 1	Step 2	Step 3	Step 4
Advisor	4213	4405	4607	4803
Assistant	1653	1741	1832	1921

GROUP 3 CLUBS AND ACTIVITIES

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

GROUP 3 ADVISOR STIPENDS

FOR 2002-2003

	Step 1	Step 2	Step 3	Step 4
Advisor	1955	2058	2166	2271
Assistant	782	823	866	908

\*Holiday Festival Ass't.      1194 flat rate - no steps

**SCHEDULE B - 2002-2006  
SALARY GUIDE SUPPLEMENT**

**1. SPECIAL SCHOOL ADVISORS (cont'd)**

**GROUP 3 ADVISOR STIPENDS**

**FOR 2003-2004**

	Step 1	Step 2	Step 3	Step 4
Advisor	2058	2161	2269	2373
Assistant	817	860	905	949

\*Holiday Festival Ass't. 1248 flat rate - no steps

**FOR 2004-2005**

	Step 1	Step 2	Step 3	Step 4
Advisor	2155	2258	2366	2471
Assistant	851	896	942	988

\*Holiday Festival Ass't. 1299 flat rate - no steps

**FOR 2005-2006**

	Step 1	Step 2	Step 3	Step 4
Advisor	2254	2357	2465	2570
Assistant	885	931	980	1027

\*Holiday Festival Ass't. 1351 flat rate - no steps

**GROUP 4 CLUBS AND ACTIVITIES:**

- Literary Magazine - Production
- Chemistry I League
- Chemistry II League
- Biology I League
- Biology II League
- Physics I League
- Physics II League
- Math Team
- DECA
- Winterguard

SCHEDULE B - 2002-2006  
SALARY GUIDE SUPPLEMENT

1. SPECIAL SCHOOL ADVISORS (cont'd)

GROUP 4 ADVISOR STIPENDS

FOR 2002-2003

	Step 1	Step 2	Step 3	Step 4
Advisor	1492	1570	1653	1733

FOR 2003-2004

	Step 1	Step 2	Step 3	Step 4
Advisor	1570	1648	1731	1811

FOR 2004-2005

	Step 1	Step 2	Step 3	Step 4
Advisor	1645	1723	1806	1886

FOR 2005-2006

	Step 1	Step 2	Step 3	Step 4
Advisor	1720	1798	1881	1961

GROUP 5 CLUBS AND ACTIVITIES

Science Club

French Club - 1 at each school

German Club - 1 at each school

Spanish Club - 1 at each school

Latin Club - 1 at each school

Russian Club - 1 at each school if language is offered

Computer Science Club

Art Club

Ski Club

SADD

Stock Market Club

Amnesty International

Environmental Club

Varsity I /Varsity R

World Language Honor Society

Improvisation Club

Movie Club

Greenhouse Club

**SCHEDULE B - 2002-2006  
SALARY GUIDE SUPPLEMENT**

**1. SPECIAL SCHOOL ADVISORS (cont'd)**

**GROUP 5 CLUBS AND ACTIVITIES (cont'd)**

- Debate Club
- Photography Club
- Junior Statesmen Club
- Love Letters Club
- Model UN
- Chess Club
- School Store
- Mock Trial
- Intramurals - 3 at each school; 3 seasons

**GROUP 5 ADVISOR STIPENDS**

**FOR 2002-2003**

	Step 1	Step 2	Step 3	Step 4
Advisor	1028	1082	1139	1194

**FOR 2003-2004**

	Step 1	Step 2	Step 3	Step 4
Advisor	1082	1136	1193	1248

**FOR 2004-2005**

	Step 1	Step 2	Step 3	Step 4
Advisor	1133	1187	1244	1299

**FOR 2005-2006**

	Step 1	Step 2	Step 3	Step 4
Advisor	1185	1239	1296	1351

\*NOTE: Stipends for Schedule B Advisors shall increase by the agreed upon percentages for Schedule A Teachers, namely 4.84% for 2002-2003, 4.52% for 2003-2004, 4.11% for 2004-2005, and 4.00% for 2005-2006, unless changed by agreement of the negotiated committee to evaluate and review Schedule B stipends and positions.

The Schedule B Salary Guide Supplement for Special School Advisors represents the restructured pay guides and position groupings for all advisor positions. As indicated above, the percentage salary increase agreed upon for the teacher salary guide for each of the above referenced years shall be applied to the advisor pay guide for the same year.

Steps 1 through 3 shall remain the same for 2002-2003. Step 4 of the advisor guides will be determined by multiplying Step 3 b the average contract percentage agreement in the first year of the contract. For 2003-2006, the guides will be increased by the average percentage agreed upon for the teacher salaries, inclusive of increment.

Class Advisors are credited only for experience within Group 3 or Group 2. If a Class Advisor moves up from Group 3 to Group 2, he/she will start at Step One in Group 2. If a Class Advisor moves from Group 2 to Group 3, he/she will start at the advanced step in Group 3.

No advisor on Schedule B for 2001-2002 will receive a lesser stipend in 2002-2003 and beyond for the position he/she held during the 2001-2002 school year. However, if that position has been moved to a lower group, the advisor will receive the appropriate stipend within that lower group starting in the 2002-2003 school year.

In addition, the District may consider crediting outside experience in the same job category for future candidates for vacancies.



SCHEDULE B - 2002-2006  
SALARY GUIDE SUPPLEMENT

2. ATHLETICS\*  
2002-2003

SPORT	STEP 1	STEP 2	STEP 3	STEP 4
Football				
Head	5682	6025	6494	7197
Assistant	4294	4455	4766	5266
Track				
Coordinator	5724	5997	6364	7040
Assistant	3210	3479	3731	4087
Basketball				
Head	4927	5289	5657	6133
Assistant	3210	3479	3731	4087
Baseball				
Head	4927	5289	5657	6133
Assistant	3210	3479	3731	4087
Fencing				
Head	4927	5289	5657	6133
Assistant	3210	3479	3731	4087
Lacrosse				
Head	4927	5289	5657	6133
Assistant	3210	3479	3731	4087
Soccer				
Head	4927	5289	5657	6133
Assistant	3210	3479	3731	4087
Softball				
Head	4927	5289	5657	6133
Assistant	3210	3479	3731	4087
Wrestling				
Head	4927	5289	5657	6133
Assistant	3210	3479	3731	4087

Cross Country				
Head	3545	3790	4107	4609
Assistant	2377	2543	2759	3094
Gymnastics				
Head	3545	3790	4107	4609
Assistant	2377	2543	2759	3094
Indoor Track				
Head	3545	3790	4107	4609
Assistant	2377	2543	2759	3094
Tennis				
Head	3545	3790	4107	4609
Assistant	2377	2543	2759	3094
Volleyball				
Head	3545	3790	4107	4609
Assistant	2377	2543	2759	3094
Hockey				
Head	3382	3569	3774	4000
Assistant	2392	2535	2645	2769
Swimming				
Head	3382	3569	3774	4000
Assistant	2621	2936	3145	3355
Golf				
Head	3158	3339	3505	3764
Assistant	1529	1698	1887	2097
Bowling				
Head	2572	2744	2898	3128
Assistant	1529	1698	1887	2097
Cheerleading Football; Cheerleading Basketball				
Head	2479	2755	3061	3401
Assistant	992	1101	1223	1360
Strength & Conditioning (1 position - for each of 4 seasons)				
Head	3134	3482	3869	4298
Assistant	1254	1392	1547	1719

SCHEDULE B - 2002-2006  
SALARY GUIDE SUPPLEMENT

2. ATHLETICS\*  
2003-2004

SPORT	STEP 1	STEP 2	STEP 3	STEP 4
Football				
Head	5939	6367	6959	7721
Assistant	4488	4706	4981	5590
Track				
Coordinator	6024	6309	6693	7400
Assistant	3355	3677	4008	4419
Basketball				
Head	5150	5528	5913	6484
Assistant	3355	3677	4008	4419
Baseball				
Head	5150	5528	5913	6484
Assistant	3355	3677	4008	4419
Fencing				
Head	5150	5528	5913	6484
Assistant	3355	3677	4008	4419
Lacrosse				
Head	5150	5528	5913	6484
Assistant	3355	3677	4008	4419
Soccer				
Head	5150	5528	5913	6484
Assistant	3355	3677	4008	4419
Softball				
Head	5150	5528	5913	6484
Assistant	3355	3677	4008	4419
Wrestling				
Head	5150	5528	5913	6484
Assistant	3355	3677	4008	4419

Cross Country				
Head	3822	4160	4562	5096
Assistant	2632	2868	3148	3512
Gymnastics				
Head	3822	4160	4562	5096
Assistant	2632	2868	3148	3512
Indoor Track				
Head	3822	4160	4562	5096
Assistant	2632	2868	3148	3512
Tennis				
Head	3822	4160	4562	5096
Assistant	2632	2868	3148	3512
Volleyball				
Head	3822	4160	4562	5096
Assistant	2632	2868	3148	3512
Hockey				
Head	3620	3924	4238	4564
Assistant	2607	2836	2998	3167
Swimming				
Head	3620	3924	4238	4564
Assistant	2739	3068	3287	3507
Golf				
Head	3376	3653	3940	4302
Assistant	1598	1775	1972	2192
Bowling				
Head	2808	3053	3305	3620
Assistant	1598	1775	1972	2192
Cheerleading Football; Cheerleading Basketball				
Head	2592	2880	3200	3555
Assistant	1037	1151	1279	1421
Strength & Conditioning (1 position - for each of 4 seasons)				
Head	3275	3639	4043	4493
Assistant	1311	1455	1617	1797

SCHEDULE B - 2002-2006  
SALARY GUIDE SUPPLEMENT

2. ATHLETICS\*  
2004-2005

SPORT	STEP 1	STEP 2	STEP 3	STEP 4
Football				
Head	6183	6699	7416	8238
Assistant	4673	4948	5186	5907
Track				
Coordinator	6314	6610	7010	7745
Assistant	3493	3869	4281	4748
Basketball				
Head	5362	5755	6156	6823
Assistant	3493	3869	4281	4748
Baseball				
Head	5362	5755	6156	6823
Assistant	3493	3869	4281	4748
Fencing				
Head	5362	5755	6156	6823
Assistant	3493	3869	4281	4748
Lacrosse				
Head	5362	5755	6156	6823
Assistant	3493	3869	4281	4748
Soccer				
Head	5362	5755	6156	6823
Assistant	3493	3869	4281	4748
Softball				
Head	5362	5755	6156	6823
Assistant	3493	3869	4281	4748
Wrestling				
Head	5362	5755	6156	6823
Assistant	3493	3869	4281	4748

Cross Country				
Head	4096	4530	5019	5584
Assistant	2889	3196	3542	3935
Gymnastics				
Head	4096	4530	5019	5584
Assistant	2889	3196	3542	3935
Indoor Track				
Head	4096	4530	5019	5584
Assistant	2889	3196	3542	3935
Tennis				
Head	4096	4530	5019	5584
Assistant	2889	3196	3542	3935
Volleyball				
Head	4096	4530	5019	5584
Assistant	2889	3196	3542	3935
Hockey				
Head	3854	4278	4705	5135
Assistant	2821	3140	3354	3570
Swimming				
Head	3854	4278	4705	5135
Assistant	2852	3194	3422	3651
Golf				
Head	3590	3966	4378	4847
Assistant	1663	1848	2053	2282
Bowling				
Head	3042	3365	3718	4118
Assistant	1663	1848	2053	2282
Cheerleading Football; Cheerleading Basketball				
Head	2698	2998	3331	3701
Assistant	1079	1198	1331	1480
Strength & Conditioning (1 position - for each of 4 seasons)				
Head	3410	3789	4210	4677
Assistant	1364	1515	1684	1871

SCHEDULE B - 2002-2006  
SALARY GUIDE SUPPLEMENT

2. ATHLETICS\*  
2005-2006

SPORT	STEP 1	STEP 2	STEP 3	STEP 4
Football				
Head	6431	6967	7713	8567
Assistant	4860	5146	5394	6143
Track				
Coordinator	6566	6875	7290	8055
Assistant	3633	4024	4452	4938
Basketball				
Head	5576	5986	6402	7096
Assistant	3633	4024	4452	4938
Baseball				
Head	5576	5986	6402	7096
Assistant	3633	4024	4452	4938
Fencing				
Head	5576	5986	6402	7096
Assistant	3633	4024	4452	4938
Lacrosse				
Head	5576	5986	6402	7096
Assistant	3633	4024	4452	4938
Soccer				
Head	5576	5986	6402	7096
Assistant	3633	4024	4452	4938
Softball				
Head	5576	5986	6402	7096
Assistant	3633	4024	4452	4938
Wrestling				
Head	5576	5986	6402	7096
Assistant	3633	4024	4452	4938

Cross Country				
Head	4259	4711	5220	5807
Assistant	3004	3323	3684	4093
Gymnastics				
Head	4259	4711	5220	5807
Assistant	3004	3323	3684	4093
Indoor Track				
Head	4259	4711	5220	5807
Assistant	3004	3323	3684	4093
Tennis				
Head	4259	4711	5220	5807
Assistant	3004	3323	3684	4093
Volleyball				
Head	4259	4711	5220	5807
Assistant	3004	3323	3684	4093
Hockey				
Head	4008	4450	4894	5341
Assistant	2934	3265	3488	3713
Swimming				
Head	4008	4450	4894	5341
Assistant	2966	3322	3559	3797
Golf				
Head	3733	4124	4554	5041
Assistant	1730	1922	2136	2373
Bowling				
Head	3164	3499	3867	4283
Assistant	1730	1922	2136	2373
Cheerleading Football; Cheerleading Basketball				
Head	2806	3118	3464	3849
Assistant	1122	1246	1385	1539
Strength & Conditioning (1 position - for each of 4 seasons)				
Head	3546	3940	4378	4864
Assistant	1419	1576	1751	1946



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

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

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

\*NOTE: Stipends for Schedule B Athletics shall increase by the agreed upon percentages for Schedule A Teachers, namely 4.84% for 2002-2003, 4.52% for 2003-2004, 4.11% for 2004-2005, and 4.00% for 2005-2006, unless changed by agreement of the negotiated committee to evaluate and review Schedule B stipends and positions. In no event shall the percentage for 1998-99 be changed.

Pay adjustments for all coaching positions shall also be applied as per the June 10, 2002 Memorandum of Agreement between the RIHEA and the RIHBOE. The difference between the agreed upon pay guide and the pay guide in effect for coaches for the 2001-2002 school year represents the pay adjustment for all respective coaching positions. These pay adjustments shall be applied to successive pay guides in three equal increments over the three years of the agreement - 2002-2003, 2003-2004, 2004-2005.

In the event that the pay adjustment is \$100 or less, the adjustment shall be made in one year. The percentage salary increase agreed upon for the teacher salary guide for each of the above-referenced years shall be applied to the pay guide for each year. Pay adjustments as described above shall then be added to the revised pay guide. This guide shall then be the base for calculating the guide for the following year.

SCHEDULE B - 2002-2006  
SALARY GUIDE SUPPLEMENT

3. MISCELLANEOUS\*

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

Stipends shall increase by 4.84% for 2002-2003, 4.52% for 2003-2004; 4.11% for 2004-2005, and 4.00% for 2005-2006 as follows:

B. 1. The salary for each teacher in summer school shall be: \$51.40 per hour in 2002-2003; \$53.70 for 2003-2004; \$55.90 for 2004-2005; and \$58.15 for 2005-2006.

2. The salary for each participant in a summer curriculum or professional development program shall be: \$44.40 per hour in 2002-2003; \$46.40 for 2003-2004; \$48.30 for 2004-2005; and \$50.25 for 2005-2006.

3. The salary for each trainer in or teacher of a summer curriculum or professional development program shall be: \$51.40 per hour in 2002-2003; \$53.70 for 2003-2004; \$55.90 for 2004-2005; and \$58.15 for 2005-2006.

C. Building Head Teachers shall receive \$2008 in 2002-2003; \$2098 for 2003-2004; \$2185 for 2004-2005; and \$2272 for 2005-2006. District Head Teachers shall receive a 50% differential above that of a Building Head Teacher. A District Head Teacher shall receive \$3014 in 2002-2003; \$3150 for 2003-2004; \$3280 for 2004-2005; and \$3411 for 2005-2006. A Head Teacher for two departments in one building shall receive a 50% differential above that of a Building Head Teacher for one department in one building. A Building Head Teacher for two departments in one building shall receive \$3014 in 2002-2003; \$3150 for 2003-2004; \$3280 for 2004-2005; and \$3411 for 2005-2006.