Contract # 1902

# HENRY HUDSON REGIONAL SCHOOL DISTRICT HIGHLANDS, NEW JERSEY 07732

AGREEMENT FOR 1993-94, 1994-95, 1995-96

# HENRY HUDSON REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION

AND

HENRY HUDSON REGIONAL EDUCATION ASSOCIATION

LIBRARY INSTITUTE OF MANAGEMENT

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HUTGERS UNIVERSITY

× 7/1/93-6/30/94

# PREAMBLE

This agreement is entered into this 30th day of June, 1993 between the BOARD OF EDUCATION OF THE HENRY HUDSON REGIONAL SCHOOL DISTRICT, the Borough of Highlands, New Jersey, hereinafter called the Board, and the HENRY HUDSON REGIONAL EDUCATION ASSOCIATION, INC., hereinafter called the Association.

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#### ARTICLE I

#### RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all full time certificated personnel whether under contract, on leave, or employed by the Board including:
  - l. Teachers
  - 2. Librarian
  - 3. Guidance Personnel
  - 4. Nurse
  - 5. Learning Disability Teacher Consultant
  - 6. Social Worker

# but excluding:

- 1. Superintendent
- 2. Business Administrator/Board Secretary
- 3. Director of Student Personnel Services
- 4. Child Study Team Director
- 5. Vice Principal
- 6. Secretary to Business Administrator/Board Secretary
- 7. Board of Education Bookkeeper
- 8. Secretary to Superintendent
- 9. Secretary to Vice Principal
- 10. Attendance Officer
- 11. Bus Drivers
- 12. Supervisors
- 13. All other secretaries and clerks
- 14. Substance Awareness Coordinator
- 15. Substance Awareness Counselor
- B. Unless otherwise indicated, the term teacher, when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

#### ARTICLE II

# GRIEVANCE PROCEDURE

#### A. Definitions

A grievance is a claim by an employee or the Association based upon the interpretation, application, or violation of the Agreement, policies or administrative decisions and practices affecting an employee or a group of employees.

# B. Purpose

- The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. 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 right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention of the Association provided the adjustment is consistent with the terms of this Agreement.

#### C. Procedure for Individual Grievances

- Any individual member of the professional staff shall have the right to appeal the application of policies and administrative decisions affecting him through recognized administrative channels.
- In presenting his grievance, the member of the staff shall be assured freedom from prejudicial action in presenting his appeal.
- 3. He shall have the right to present his own appeal or to designate a representative of the local education association or other person of his own choosing to appear with him at any step of his appeal. Both the agrieved person and his representative will be permitted to state their views

- 4. Any professional employee who has a grievance shall appeal it orally to his immediate superior and if necessary, continue the appeal to the next person in line until reaching the School Superintendent
- 5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
- 6. If, as a result of the discussion with the Superintendent, the matter is not resolved to the satisfaction of the employee, he shall then, within five (5) school days, set forth his grievance in writing to the Superintendent specifying
  - a. the nature of the grievance
  - b. the results of previous discussions
  - his dissatisfaction with decisions previously rendered.

The Superintendent shall, following a meeting with the teacher, communicate his decision to the teacher in writing within ten (10) school days of receipt of the written grievance.

- 7. If the grievance is not resolved to the teacher's satisfaction, he, no later than three (3) school days after receipt of the Superintendent's decision may request a review by the Board. The Board, or a committee thereof, shall render a decision in writing within twenty (20) school days of receipt of the grievance by the Board.
- 8. Should the Association be dissatisfied with the decision on the grievance rendered by the Board, it may by a written dated notice to the Board not later than ten (10) school days following the rendering of the Board's decision, refer the grievance to binding arbitration.
- 9. Within ten (10) school days following the reference to arbitration, either party shall have the right to apply to the American Arbitration Association to appoint the arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by the American Arbitration Association.

- 10. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearings, or, if oral hearings have been waived, then from the date of the transmitting of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions
  - Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or of applicaable law or rules or regulations having the force and effect of law;
  - Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.
- The arbitrator's fee will be shared equally by the parties to the dispute.
- 2. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take action complained of, subject, however, to the decisions of the arbitrator.
- 3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants until final disposition of the grievance.

#### ARTICLE III

#### EMPLOYEE AND ASSOCIATION RIGHTS AND PRIVILEGES

#### A. INFORMATION

The Board agrees to furnish to the Association in response to reasonable requests from time to time, all available public information concerning the educational program and the financial resources of the district.

# B. RELEASED TIME FOR MEETINGS

Whenever any representative of the Association or any teacher participates during working hours in mutually scheduled matters concerning the Board and the Association, in negotiating grievance proceedings, conferences, or meeting, he shall suffer no loss in pay.

#### C. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, with prior approval of the Superintendent.

# D. USE OF SCHOOL EQUIPMENT

Equipment may be used by the Association within the building with the approval of the Superintendent. All stationery and supplies will provided at the Association's expenses.

#### ARTICLE IV

#### SALARIES

#### A. EXPERIENCE CREDIT

Up to four years of employment credit will be allowed for military service.

#### B. PROFESSIONAL GROWTH

Increments are based upon satisfactory performance and professional growth. The Henry Hudson Regional School District Board of Education reserves the right to withhold all or part of the pertinent increment for unsatisfactory conduct or performance of duties. In any event, no teacher may advance to the next category nor receive any increment without the recommendation of the Superintendent and the approval of the Board of Education.

#### C. MISCELLANEOUS

- Only the duly attested transcript or other official notice of completed work from the college or educational institution will be accepted for training classifications.
- 2. The Superintendent shall be notified immediately of any change of training classification; changes will be reported by September 15 and February 15 to take effect the next pay period.
- 3. A teacher on leave of absence will be classified upon returing on the basis of the years of service at the time the leave began. On the other hand, if the leave is granted for the purpose of further study, the time required therefore will be credited toward the years of experience.
- D. The salaries and other renumeration of all teachers covered by this Agreement are set forth in Schedule A and B which are attached hereto and made a part hereof.
- E.
- Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- Teachers, as a group, may elect to have ten (10)
  percent of their monthly salary deducted from their
  pay for summer savings.

- 3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
- 4. Teachers shall receive their final checks on the last working day of June.
- The Board will reimburse the employees for any interest or penalties accrued as a result of any late payments to MON-OC.
- 6. The Board agrees to implement the following at the beginning of the 1979-80 school year. Pay and expenses for required training; to pay the full cost of tuition and mileage incurred in connection with any courses, seminars, conferences, in-service training sessions or other such sessions which a teacher is required by the administration to complete.

#### SICK LEAVE

- A. As of September 1, 1970, all teachers employed shall be entitled to one day sick leave per month of contract time as of the first official day of the school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Teachers on leave without pay will not accrue sick leave.
- B. Non-accumulative additional sick leave benefits may be allowed to teachers notifying upon return on the required form and so notifying the department supervisor when calling in according to the following schedule:
  - Two (2) days annually, for sickness in the immediate family of the employee limited to mother, father, wife/husband, children or member of household.
- C. Whenever a teacher shall be absent five (5) or more consecutive days because of illness, the Superintendent may request, within three days of the last day of absence, a doctor's certificate as to the reason for the absence.
- D. Teachers shall be given a written notification of accumulated sick days no later than October 15th of each school year.
- E. Cumulative sick leave at TPAF service or early retirement with 15 years in the district will be paid at the rate of \$50 per day to a maximum of \$6,000 for 1993-94, and \$55 per day to a maximum of \$6,000 for 1994-95 and \$60 per day to a maximum of \$6,000 for 1995-95. Notification of intention to retire must be given to the Board not later than January 1st for sick leave payments to be made the following July 1st. Failure to notify by January 1st does not forfeit entitlement, but it will defer payment an additional fiscal year. In the event of a full or partial RIF, tenured persons will have the option of being paid for sick leave at the rate of \$28 for 1991/93, or retaining the sick leave with recall rights.
  - F. To be paid for perfect attendance:

\$300 for perfect attendance in 1993-94

\$325 for perfect attendance in 1994-95

\$350 for perfect attendance in 1995-96

G. In the event of death of a teacher while under contract, if he or she has served in the district for a minimum of ten (10) years, payment for accumulated sick leave at the designated rate shall be made in a lump sum to his or her designated beneficiary.

#### ARTICLE VI

## TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1971-72 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
  - 1. Up to five (5) consecutive school days for absence without loss of pay in the case of death in the teacher's immediate family or household. The administration may grant a like period of time when the presence of a teacher is necessary following the death of a relative not in the immediate family. No deduction in salary shall be made for the attendance at the funeral of a relative not covered in the above paragraph.
  - 2. In case of quarantine on account of a contagious disease in the household of a member of the family other than the employee, no deductions in salary shall be made for such absence during the minimum period of exclusion for contagious diseases, provided that a certificate from the Medical Inspector or Public Health Officer is forwarded to the Superintendent. The minimum period of exclusion shall be determined by the school physician.
  - 3. In case of absence from school by reason of subpoena by the court, no deduction in salary shall be made for such absence, provided the subpoena is recorded with the Superintendent. However, if the teacher is a defendent in a nonjob related criminal action and is found guilty by the court, no salary shall be paid for such absence.
  - Permission will not be granted to allow teachers to leave school early to take summer vacations.
  - Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

## ARTICLE VII

#### PERSONAL DAYS

Up to two (2) days annual leave of absence for personal reasons which require absence during school hours may be taken. No statement of reason shall be required for the request but notification to the Superintendent shall be given at least two (2) days before taking such a leave. In case of emergencies, the Superintendent shall have the discretion to waive the two-day notification requirement. Leave may be granted within two (2) days before or after a scheduled holiday at the discretion of the Superintendent. At the end of each school year unused personal leave will be transferred to cumulative sick leave.

Personal leave shall be limited to urgent legal, family or personal matters which necessitate the teacher's absence on a school day. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours.

#### ARTICLE VIII

#### EXTENDED LEAVES OF ABSENCE

- A. Any teacher under tenure adopting an infant child may become eligible for maternity leave. This leave shall commence upon the teacher's receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for the adoption. The teacher shall notify the Superintendent at the time the teacher has received approval for adoption of an infant.
- B. Leaves of absence without pay may be granted as the Board of Education may decide.
- C. Any teacher granted a leave of absence for a complete school year (September-June) shall notify the Superintendent in writing by April 30th regarding his intentions for the next school year.
- D. Any teacher granted a leave of absence during a school year must notify the Superintendent in writing 60 days before the expiration of the leave of his intentions of returning to his position.
- E. If notification is not received in accordance with above guidelines it is assumed that the teacher will not be returning to his position.

# ARTICLE IX

#### SABBATICAL LEAVE

A: To secure benefits for the school district, the Board agrees to institute a program of sabbatical leaves subject to the following conditions:

- 1. Eligibility shall be restricted to faculty members who have completed seven (7) consecutive years fulltime service in the district since beginning that service or since the last period of sabbatical leave.
- Application for sabbatical leave shall be made by letter addressed to the Superintendent no later than December 15th of the academic year prior to the time of the anticipated leave.
- 3. Letters of application shall state the intended purpose of the sabbatical leave from among the approved purposes:
  - a. advanced study
  - b. educational travel
  - c. related work experience
  - d. education research or other forms of scholarly or creative endeavor
- 4. Letters of application shall be judged by the Superintendent to determine the benefits which shall accure to individuals requesting the leave and the school community.
- 5. The Superintendent shall recommend his choice to the Board not later than February 15th.
- 6. The Superintendent shall advise the faculty member whom he shall recommend to the Board for consideration not later than March 15th. The Board shall consider the recommendation and make its decision known at the regular public meeting in March.
- 7. The Board shall grant sabbatical leaves so that no more than one (1) member of the faculty shall be on sabbatical leave status at any given time.
- 8. Sabbatical leave will be granted for one half (1/2) contract year at one half (1/2) pay. The leave shall be limited to the length for which the sabbatical leave is approved.

- 9. Salary shall be paid to faculty member while on approved sabbatical leave on a pro-rated basis for the duration of the leave according to the following schedule:
  - a. One-half pay for the full contract year.
  - b. One -half(1/2) contract year at one half (1/2) pay
- 10. All fringe benefits in effect at the time a sabbatical leave commences shall continue in force for all teachers while on approved leaves.
- 11. Reimbursement will be made to the Board of Education if the faculty member resigns within two (2) years from the date of return for any reason other than disability or death. Such payment shall be made within twenty-four (24) months following termination or separation from the school district and shall be secured by a promissory note originally affected upon entering any period of sabbatical leave.

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#### ARTICLE X

#### INSURANCE PROTECTION

- A. At the beginning of the 1982-83 school year, the Board after consultation and agreement with the Association regarding appropriate insurance carriers, shall provide the health-care insurance protection designated below. The Board shall pay the full family premium for each full-time teacher, employed before July 1, 1993.
  - 1. For each teacher who remains in the employ of the Board the full school year, and is contractually obligated to return the following school year, the Board, shall make payments of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. For teachers not returning the following year, payments for premiums shall terminate on the expiration of their contract. In the event of a full or partial R.I.F. the Board shall continue all dental, prescription and health insurance coverage for affected employees until September first.
  - The Board will pay for single dental and prescription coverage for retirees whose retirement is effective after June 30, 1986.
  - 3. A health-care insurance program shall be contracted with the Connecticut General Insurance Company.
  - 4. If employee waives health benefit coverage, employee will receive 25% cost in a lump payment in June of school year.
  - 5. Employee hired after July 1, 1993 will receive employee only coverage of health, dental and prescription benefits, for the first three years. Employee may purchase dependent coverage at their own expense. Upon receiving tenure employee will receive full family coverage of health, dental and prescription benefits.
- B. The Board shall enter into an agreement with a mutually agreeable company to provide members of the unit and their dependents with dental insurance protection. The Board agrees to contribute to such plan, from the date it becomes effective, the , established rate monthly for each member of the unit. Coverage for each member of the unit and his dependents shall commence only after the individual member makes application for said coverage and executes the necessary enrollment card.

C. The Board shall enter into an agreement with a mutually agreeable company to provide members of the unit and their dependents with prescription coverage with a \$2 copayment in 1991-92 and a \$5 copayment in 1992-93. The Board agrees to contribute to such plan, from the date it becomes effective, the established rate monthly for each member of the unit. Coverage for each member of the unit and his dependents shall commence only after the individual member makes application for said coverage and executes the necessary enrollment card. The administration of the aforementioned plans shall be controlled by the agreed upon companies in accordance with their rules and regulations.

# ARTICLE XI

# CREDIT REIMBURSEMENT

Reimbursement for course credits will be granted to employees at a maximum of \$175 per credit for 1993-94, \$200 for 1994-95 and \$225 per credit for 1995-96. Reimbursable credits may not exceed nine (9) per year and courses must be relevant to current professional assignment. Course descriptions must be turned in to the Superintendent and prior approval received from the Superintendent before course registration. Payment will be authorized and made within six (6) weeks upon presentation of proper receipts and transcripts indicating a passing grade.

Reimbursement for twelve (12) credits a year will be granted to employees who have matriculated in a legitimate degree program in their current professional assignment. The Superintendent must be notified of the courses taken at the time of enrollment.

# ARTICLE XII

# PROMOTIONS AND VACANCIES

- A. The Superintendent shall make known in writing to the Association a list of all vacancies and promotions which shall occur in the district.
- B. The Association will be consulted for any new positions occurring during the school year without involving the signed contract.

# ARTICLE XIII

# TEACHER ASSIGNMENT

- A. Teachers will be notified by July 30th of September's teaching assignments and time schedule (1-7 or 2-8).
- E. If there is an involuntary R.I.F. in any subject area, none of the remaining teachers in that subject area will be required to teach more than five (5) periods the next two years.
- C. For the term of this contract, the above paragraph B is suspended.

# ARTICLE XIV

#### TEACHER EVALUATION

- A. Tenured teachers shall be observed at least twice a year the first of these observations coming before December 1st and the second before April 1st. The observed teacher will be provided with a written evaluation to be signed by the teacher and a conference whereby observer and teacher can discuss the observation. The meeting shall be held within forty-eight (48) hours after the day on which the observation took place.
- B. Non-tenured teachers shall be observed not less than three times by April 1st. At least one of these shall be by December 1st. Each of these observations shall be followed by a conference with the teacher and the observer within forty-eight (48) hours of the observation date. Non-tenured teachers shall be notified of their employment status by April 30th.

#### C. Procedure

# 1. Frequency

- a. Teachers shall be observed through classroom visitation by a certified supervisor at least two (2) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate supervisor for the purpose of identifying any deficiencies, and strengths, extending assistance for their correction and improving instruction. Each observation shall consist of at least a full period in the junior/senior high school.
- b. Classroom visitations/observation shall not occur on the same day, nor shall any observation occur prior to the previous evaluation conference. In no case should any observation occur within five (5) school days of the previous evaluation. All visitation/observations shall occur in the same work year.

# 2. Open Evaluation

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, cameras, audio systems and similar surveillance devices shall be strictly prohibited.

# 3. Copies of Evaluations

A teacher shall be given a copy of any class visit evaluation report prepared by his evaluator on the day of the conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

# 4. Right to Representation

A teacher shall have the right to representation in an evaluation conference.

#### 5. Standardized Tests

Results of standardized tests used for evaluating students shall not be used as the sole indicator to evaluate teacher performance.

# 6. Reports

Evaluation reports shall be presented to each teacher in accordance with the following procedures:

- a. Such reports shall be issued in the name of the evaluator. The evaluator is the person who observed the teaching performance as required.
- b. Such reports shall be addressed to the teacher
- c. Such reports shall be written in narrative form and shall include, when pertinent:
  - (1) Strengths and weaknesses of the teacher since the previous report.
  - (2) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

#### D. Personnel Records

#### 1. File

A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have representative(s) of the Association accompany him during such review. At least once every two (2) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

# 2. Derogatory Material

No material derogatory to a teacher's conduct, service, character or personality or any material which could have an adverse effect on a teacher's status shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be received by the Superintendent or his designee and attached to the file copy.

# ARTICLE XV

# EXTRA-CURRICULAR ACTIVITIES

No vacancy shall be filled by means of involuntary appointment if in the opinion of the Superintendent there is a qualified volunteer available to fill said position.

# ARTICLE XVI

# CALENDAR

The Henry Hudson Regional School District Education Association will be consulted when the Board of Education is drawing up the school calendar.

# ARTICLE XVII

# THOROUGH AND EFFICIENT ASSIGNMENTS

The school administration shall have the right to make any and all work assignments which deal with the state mandated thorough and efficient program during the regular school day. Scheduling of these assignments shall be at the discretion of the administration.

# ARTICLE XVIII

#### TEACHER WORK DAY

Teacher Sign-In Warning Bell Period 1 Teacher Sign-In Period 2 (Homeroom) Period 3 Period 4 Period 5A Lunch Period 5A Class Period 5B Lunch Period 5B Class Period 6 Period 7 Teacher Sign-Out Period 8 Teacher Sign-Out

7:45 a.m.
7:54 a.m.
7:55 a.m. - 8:40 a.m.
8:30 a.m.
8:43 a.m. - 9:31 a.m.
9:34 a.m. - 10:19 a.m.
10:22 a.m. - 11:07 a.m.
11:10 a.m. - 11:37 a.m.
11:10 a.m. - 11:55 a.m.
11:58 a.m. - 12:25 p.m.
11:40 a.m. - 12:25 p.m.
12:28 p.m. - 1:13 p.m.
1:16 p.m. - 2:01 p.m.
- 2:11 p.m.
2:04 p.m. - 2:49 p.m.
- 2:59 p.m.

## 7TH~8TH GRADE

Period 1 - 4 and 7, 8 Period 5 Period 6A Class Period 6B Lunch Same as Above 11:10 a.m. - 11:55 a.m. 11:58 a.m. - 12:43 p.m. 12:46 p.m. - 1:13 p.m.

If the 12 minutes of Whittle Communication is removed from the workday, the salary guide will be adjusted accordingly downward as follows: 1993-94 - \$422; 1994-95 - \$445; 1995-96 - \$470. If the 12 minutes of Whittle is deleted from the workday, the workday will revert back to the Pre-Whittle schedule.

- A. Teachers will be required to participate in one professional in-service day from the hours of 8:30 a.m. -3:00 p.m.
- B. Teachers will voluntarily attend "Back to School Night" with no additional compensation.
- C. Any teacher whose attendance is required by the administration to work beyond the regular teacher in-school day, or beyond his total in-school work day as defined, shall be compensated at the rate of \$20.00 per hour, except as noted in A and B.
- D. All teachers will work either periods one through seven or two through eight. Teachers must sign in ten (10) minutes before their first assignment and sign out no sooner than ten (10) minutes after their last assignment.
- E. All other terms and conditions of employment pertaining to the work day shall continue as in the 1981-82 school year.

# ARTICLE XIX

#### CONFERENCE WITH ADMINISTRATION

Should any administrator find it necessary to have a conference with any member of the unit, and following said conference he determines that a written reprimand should be forwarded to the member, or a written recommendation to the Board should be made, and the recommendation concerns any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment or the salary or any increment pertaining thereto, then and in that event, before said written reprimand is forwarded or the recommendation is made, the member shall be notified and given an opportunity for an informal appearance before the Superintendent. At any such appearance, the member shall be entitled to have a representative of the local Association or the New Jersey Education Association present.

If any member of the unit is required to appear before the Board of Education or any committee of the Board, he shall be given prior written notice stating the reasons for such meeting and shall be entitled to have a representative present.

#### ARTICLE XX

#### MISCELLANEOUS

- A. This Agreement shall constitute a board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Henry Hudson Regional Education Association before they are established.
- C. Any individual contract and any job description between the Board and an individual teacher, theretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract or job description contains 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, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

#### ARTICLE XXI

#### AGENCY SHOP

# 1. NON-ASSOCIATION PAYROLL REPRESENTATION FEE DEDUCTION

If an employee does not become a member of the Association prior to the commencement of a contract year (i.e. from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that contract year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. The fee is not to cover excluded union activities for which payment is not required, i.e. partisan activities, political activities or causes, or ideological positions only incidentally related to terms and conditions of employment, and/or any and all benefits available only to members of the majority representative.

# 2. AMOUNT OF FEE

- a. Notification Prior to the beginning of each contract year, the Association will notify the Board in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for the coming year. A representation fee to be paid by the non-members will be determined by the Association in accordance with the law.
- b. Legal Maximum In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the Association will certify to the Board prior to the start of each contract year the amount of the representation fee to be assessed calculated on an amount equal to the regular membership dues, initiation fees and assessments charged by the Assoication to its own members and that it does not include any amount of dues, fees and assessments that are expended (1) for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or (2) applied toward the cost of benefits available only to members of the majority representative. The actual representation fee shall be set at no more than 85% of the amount of membership dues, initiation fees and assessments as above defined.

# ARTICLE XXII

#### DURATION OF AGREEMENT

- A. This Agreement shall be effective with the exception of the salary guides contained in Schedules A and B as of July 1, 1993 and shall continue in effect until June 30, 1994. The salary guides contained in Schedules A and B 1993-94 shall be effect as of July 1, 1994 and shall continue in effect until June 30, 1995. The salary guides contained in Schedules A and B 1994-95 shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1996.
- B. IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

HENRY HUDSON REGIONAL EDUCATION ASSOCIATION, INC.

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BY Sacretary Socretary

HENRY HUDSON REGIONAL BOARD OF EDUCATION

Pfesident

y Valuoa Secretary

TEACHERS' 1993-94 SALARY GUIDE SCHEDULE "A"

	BA	BA+30	MA	MA+30
1	28,319	29,794	30,534	32,274
2	28,919	30,394	31,134	32,874
3	29,551	31,026	31,766	33,506
4	30,237	31,712	32,452	34,192
5	31,104	32,579	33,319	35,059
6	32,002	33,477	34,217	35,957
7	32,931	34,406	35,146	36,886
8	34,634	36,109	36,849	38,589
9	35,767	37,242	37,982	39,722
10	36,058	37,533	38,273	40,013
11	36,275	37,750	38,490	40,230
12	36,863	38,368	39,078	40,818
13	37,092	38,567	39,307	41,047
			39,906	41,646
14	37,691	39,166		
15	38,962	40,437	41,177	42,917
16	40,145	41,620	42,360	44,100
17	41,417	42,892	43,632	45,372
18	43,324	44,704	45,444	47,184
19	44,910	46,385	47,125	48,865
20	47,387	48,862	59,402	51,343
21	50,619	52,087	52,827	54,567

Step 22: \$1,518 increase - Super maximum: \$396 per year beyond 22rd Step.Salary - Guidance Department

A. Counselors computed on position on teachers' salary guide  $\times$  1.08. This ratio is to cover regular school year and the regular school day.

B. Salaries of the members of the Child Study Team shall be computed on postion on teachers' salary guide x 1.1.

# SCHEDULE B

# OTHER REMUNERATION 1993-94

ACTIVITY	1	2
Athletic Director (2 duty free periods)	\$4,905	5,675
Basketball Varsity	4,545	5,381
(Boys & Girls) Basketball Junior Varsity	2,863	3,404
(Boys & Girls) Freshman Basketball	2,579	3,050
Soccer & Field Hockey (Varsity) Soccer & Field Hockey (JV)	3,929 2,579	4,666 3.050
Baseball/Softball (Varsity) Baseball/Softball (JV) Baseball/Softball (JV)	3,929 2,579 2,614	4,666 3,050 3,139
Bowling (Boys/Girls Combined)	1,743	2,091
Chess Advisor		
Cross Country (Boys & Girls)	3,929	4,666
Tennis (Boys & Girls)	3,929	4,666
Cheerleaders	2,268	2,867
Intramurals (Boys & Girls)	1,477	1,794
Student Council	1,477	1,794
Key Club Advisor	1,477	1,794
National Honor Society Advisor	1,477	1,794
Theatrical Director-Musical	3,180	3,857
Music Director	3,180	3,857
Journalism Advisor	1,477	1,794
Yearbook Advisor	2,337	2,667
Yearbook Business Advisor	1,477	1,794
Audio Visual Labs Coordinator	2,436	2,780
French Club Advisor	-	510
SADD Club	-	510
A Cappella Choir	-	510
Set Manager	-	680

# SCHEDULE B (continued)

# OTHER REMUNERATION 1993-94

ACTIVITY	1 2
Class Advisor 7-10	- 867
Class Advisor 11-12	2,323
7-8 Basketball (Boys & Girls)	2,579 3,050
7-8 Baseball/Softball	1,856 2,152
7-8 Cross Country(Boys/Girls Combined)	2,325 2,622
7-8 Intramurals	1,477 1,794
7-8 Soccer	1,856 2,152
7-8 Theatrical Director	1,590 1,930
Chaperones and Crowd Control	\$27 per event
Overnight Sponsors	\$42 per day
Class Coverage	\$13.75 per period
Bedside Instruction	\$19 per hour plus out of district mileage

- A. Salaries of all newly created B guide positions will be negotiated with the Association.
- B. Placement on the B guide will be based on years of coaching experience in the particular sport. Three (3) or more years of any coaching experience automatically qualifies the employee to start on the second step of a new sport.
- C. No Staff member will maintain any athletic facility (ie, line, mow, rake).
- D. A stipend for class advisors listed on B guide will be awarded for each individual class. This stipend will be divided between that class's advisors.
- E. Before any involuntary appointments on the B guide are made, all other avenues will be explored.

TEACHERS' 1994-95 SALARY GUIDE SCHEDULE "A"

Ł				
	BA	BA+30	MA	MA+30
1	28,500	30,000	31,000	32,500
2	29,875	31,432	32,213	34,049
3	30,508	32,068	32,848	34,683
4	31,176	32,736	33.516	35,351
5	31,899	33,459	34,239	36,074
6	32,814	34,374	35,154	36,989
7	33,761	35,321	36,101	37,936
8	34,741	36,301	37,061	38,916
9	36,538	38,098	38,878	40,713
10	37,733	39,293	40,073	41,908
11	38,040	39,600	40,380	42,215
12	38,269	39,829	40,609	42,444
13	38,890	40,450	41,230	43.065
14	39,131	40,691	41,471	43,306
15	39,763	41,323	42,103	43,938
16	41,104	42,664	43,444	45,279
17	42,351	43,911	44,691	46,526
18	43,694	45,254	46,034	47,869
19	45,707	45,707	47,943	49,779
20	47,380	47,380	49,716	51,553
21	49,993	51,550	52,119	54,166
22	53,394	54,952	55,732	57,569

Step 23: \$1,600 increase - Super maximum: \$418 per year beyond 23rd Step.Salary - Guidance Department

A. Counselors computed on position on teachers' salary guide x 1.08. This ratio is to cover regular school year and the regular school day.

B. Salaries of the members of the Child Study Team shall be computed on postion on teachers' salary guide x 1.1.

# SCHEDULE B OTHER REMUNERATION 1994-95

ACTIVITY	1	2
Athletic Director (2 duty free periods)	5,175	5,987
Basketball Varsity	4,795	5,677
(Boys & Girls) Basketball Junior Varsity	3,020	3,591
(Boys & Girls) Freshman Basketball	2,720	3,218
Soccer & Field Hockey (Varsity) Soccer & Field Hockey (JV)	4,145 2,720	4,923 3,218
Baseball/Softball (Varsity) Baseball/Softball (JV)	4,145 2,720	4,923 3,218
Bowling (Boys/Girls Combined)	2,758	3,311
Chess Advisor	1,839	2,206
Cross Country (Boys & Girls)	4,145	4,923
Tennis (Boys & Girls)	4,145	4,923
Cheerleaders	2,392	3,025
Intramurals (Boys & Girls)	1,558	1,892
Student Council	1,558	1,892
Key Club Advisor	1,558	1,892
National Honor Society Advisor	1,558	1,892
Journalism Advisor	1,558	1,892
Theatrical Director - Musical	3,355	4,069
Music Director	3,355	4,069
Yearbook Advisor Yearbook Business Advisor	2,466 1,558	2,814 1,892
Audio Visual Labs Coordinator French Club Advisor	2,570	2,932
SADD Club Advisor	-	538
A Cappella Choir Set Manager		538 717

# SCHEDULE B (continued)

#### OTHER REMUNERATION 1994-95

ACTIVITY	1 2	
Class Advisors 7-10	-	915
Class Advisors 11-12	- 2,	451
7-8 Basketball (Boys & Girls)	2,721 3,	218
7-8 Baseball/Softball	1,959 2,	270
7-8 Cross Country (Boys/Girls Comb	ined) 2,453 2,	766
7-8 Intramurals	1,558 1,	893
7-8 Soccer	1,959 2,	270
7-8 Theatrical Director	1,677 2,	036
Chaperones and Crowd Control	\$28 per event	
Overnight Sponsors	\$44 per day	
Class Coverage	\$14.50 per period	

A. Salaries of all newly created B guide positions will be negotiated with the Association

Bedside Instruction

B. Placement on the B guide will be based on years of coaching experience in the particular sport. Three (3) or more years of any coaching experience automatically qualifies the employee to start on the second step of a new sport.

\$20 per hour plus out of district mileage

- C. No Staff member will maintain any athletic facility (ie, line, mow, rake).
- D. A stipend for class advisors listed on B guide will be awarded for each individual class. This stipend will be divided between that class's advisors.
- E. Before any involuntary appointments on the B guide are made, all other avenues will be explored.

TEACHERS' 1995-96 SALARY GUIDE SCHEDULE A

	BA	BA+30	MA	MA+30
1	29,000	30,500	31,500	32,500
2	30,067	31,650	32,705	34,286
3	31,498	33,143	33,968	35,903
4	32,165	33,810	34,635	36,570
5	32,868	34,513	35,338	37,273
6	33,632	35,277	36,102	38,037
7	34,595	36,240	37,065	39,000
8	35,594	37,239	38,064	39,999
9	36,627	38,272	39,097	41,032
10	38,522	40,167	40,992	42,927
11	39,782	41,427	42,252	44,187
12	40,106	41,751	42,576	44,511
13	40,347	41,992	42,817	44,752
14	41,001	42,646	43,471	45,406
15	41,256	42,301	43,726	45,661
16	41,922	43,567	44,392	46,327
17	43,336	44,981	45,806	47,741
18	44,651	46,296	47,121	49,056
19	46,066	47,711	48,536	50,471
20	48,221	49,757	50,580	52,517
21	49,986	51,628	52,451	54,388
22	52,743	54,384	54,985	57,145
23	56,330	57,974	58,797	60,735

Step 24: \$1,688 increase - Super Maximum: \$441 per year beyond 24th Step Salary - Guidance Department

A. Counselors computed on position on teachers' salary guide 1.08. This ratio to cover regular school year and the regular school day.

B. Salaries of the members of the Child Study Team shall be computed on position on teachers' salary guide x 1.1.

<sup>\*</sup>Includes \$469 stipend for Whittle Communications

# SCHEDULE B OTHER REMUNERATION 1995-96

ACTIVITY	1	2
Athletic Director (2 duty free periods)	5,460	5,675
Basketball Varsity	5,059	5,989
(Boys & Girls) Basketball Junior Varsity	3,186	3,788
(Boys & Girls) Freshman Basketball	2,870	3,395
Soccer & Field Hockey (Varsity) Soccer & Field Hockey (JV)	4,373 2,870	5,194 3,395
Baseball/Softball (Varsity) Baseball/Softball (JV)	4,373 2,870	5,194 3,395
Bowling (Boys/Girls Combined)	2,910	3,493
Chess Advisor	1,940	2,327
Cross Country (Boys & Girls)	4,373	5,194
Tennis (Boys & Girls)	4,373	5,194
Cheerleaders	2,524	3,191
Intramurals (Boys & Girls)	1,644	1,996
Student Council	1,644	1,996
Key Club Advisor	1,644	1,996
National Honor Society Advisor	1,644	1,996
Journalism Advisor	1,644	1,996
Theatrical Director - Musical	3,540	4,293
Music Director	3,540	4,293
Yearbook Advisor Yearbook Business Advisor	2,602 1,644	2,969 1,996
Audio Visual Labs Coordinator	2,711	3,093
French Club Advisor		568 568
SADD Club Advisor	2	568
A Cappella Choir Set Manager	2	756
sec manager		, 50

# SCHEDULE B (continued)

#### OTHER REMUNERATION 1995-96

ACTIVITY	1	2
Class Advisors 7-10	-	965
Class Advisors 11-12	-	2,586
7-8 Basketball (Boys & Girls)	2,871	3,395
7-8 Baseball/Softball	2,067	2,395
7-8 Cross Country (Boys/Girls Combined	3) 2,588	2,918
7-8 Intramurals	1,644	1,997
7-8 Soccer	2,067	2,395
7-8 Theatrical Director	1,769	2,148
Chaperones and Crowd Control \$29	.50 per even	t

Chaperones and Crowd Control \$29.50 per event

Overnight Sponsors \$46 per day

Class Coverage \$15.30 per period

Bedside Instruction \$21 per hour plus out of district mileage

- A. Salaries of all newly created B guide positions will be negotiated with the Association
- B. Placement on the B guide will be based on years of coaching experience in the particular sport. Three (3) or more years of any coaching experience automatically qualifies the employee to start on the second step of a new sport.
- C. No Staff member will maintain any athletic facility (ie, line, mow, rake).
- D. A stipend for class advisors listed on B guide will be awarded for each individual class. This stipend will be divided between that class's advisors.
- E. Before any involuntary appointments on the B guide are made, all other avenues will be explored.