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Ripley Central School District And
Ripley Educational Assn

INSTRUCTIONAL NEGOTIATING UNIT AGREEMENT

between

**RIPLEY CENTRAL SCHOOL SUPERINTENDENT OF SCHOOLS
RIPLEY CENTRAL SCHOOL DISTRICT
RIPLEY, NEW YORK**

and

**RIPLEY EDUCATION ASSOCIATION
RIPLEY CENTRAL SCHOOL DISTRICT
RIPLEY, NEW YORK**

July 1, 2002 to June 30, 2007

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

45

TABLE OF CONTENTS

1. <u>THE AGREEMENT</u>	1
2. <u>DEFINITIONS</u>	1
3. <u>USE OF FACILITIES</u>	2
4. <u>NEGOTIATING PROCEDURES</u>	2
5. <u>FURNISHING OF INFORMATION</u>	2
6. <u>SALARIES</u>	2
7. <u>DUES AND AGENCY FEE DEDUCTION</u>	2
8. <u>GRIEVANCE</u>	4
9. <u>VACANCIES</u>	5
10. <u>TENURE AND PROBATION</u>	5
11. <u>TEACHER EVALUATION</u>	6
12. <u>PERSONNEL FILE</u>	7
13. <u>INSURANCE</u>	7
14. <u>HEALTH AND MEDICAL INSURANCE BUYOUT</u>	9
15. <u>SICK LEAVE, BEREAVEMENT LEAVE AND PERSONAL LEAVE</u>	10
16. <u>CHILD-REARING LEAVE</u>	11
17. <u>EXTENDED LEAVES OF ABSENCE</u>	13
18. <u>SABBATICAL LEAVE</u>	14
19. <u>JURY DUTY</u>	15
20. <u>REPRESENTATION</u>	16
21. <u>SICK LEAVE BANK</u>	16
22. <u>PROFESSIONAL LEAVE</u>	19
23. <u>FLEX TIME</u>	19
24. <u>EVENING EVENTS</u>	19
25. <u>LAST WEEK OF SCHOOL</u>	19
26. <u>NOTICE ABOUT POSITION</u>	19
27. <u>TUITION WAIVER</u>	20
28. <u>PARENT CONFERENCES</u>	20
29. <u>ENTIRE AGREEMENT</u>	20
30. <u>DURATION</u>	20
31. <u>ADVERSE CHANGE</u>	20
32. <u>SAVINGS CLAUSE</u>	20
<u>APPENDIX A - TEACHER SALARIES</u>	23
<u>APPENDIX B - 2002-03 SCHEDULE OF BASE AMOUNTS</u>	25
<u>APPENDIX C - 2002-03 SALARIES FOR OTHER ASSIGNMENTS</u>	27
<u>APPENDIX D - COACHING AND CHEERLEADING ADVISOR 2002-03 SALARIES</u>	28
<u>APPENDIX E - CURRICULUM WORK</u>	30

1. THE AGREEMENT

This agreement shall be effective as of July 1, 2002 by and between the Ripley Central School District, herein after referred to as the "District" and Ripley Education Association, duly recognized exclusive bargaining agent of the Instructional Negotiating Unit, which includes all teachers, hereinafter referred to as the "Association."

2. DEFINITIONS

2.1 Teacher

The term "teacher" as used in this Agreement means all full-time and part-time teachers, librarians and long-term substitutes as defined in Article 2.2.1 who are employed by the District and who are members of the Association and/or Instructional Negotiating Unit unless an Article or Paragraph specifically excludes any of these groups.

2.2 Long-Term Substitute

2.2.1 Any person hired to replace a teacher who is on leave of absence provided that at the time of hire the substitution is expected to continue (or reasonably should have been expected to continue) for 150 consecutive calendar days or has in fact continued for 150 consecutive calendar days, in which case, the substitute is a teacher only from and after the 151st consecutive calendar day.

2.2.2 Per diem substitutes are not covered by this Agreement.

2.3 Part-Time Teacher

2.3.1 The percentage full-time equivalent (FTE) for part-time teachers shall be calculated on an individual basis by the District in the following manner: The actual amount of the part-time teacher's weekly student contact time will be divided by the average amount of weekly teacher-student contact time of those full-time teachers in comparable disciplines (e.g., secondary academic subjects or special subject areas) or grade levels (for elementary classes). Part-time teachers shall receive non-instructional assignments (e.g., preparation time and student supervision time) in the same proportion as their FTE.

2.3.2 All part-time teachers serve at the will and pleasure of the Board of Education of the District, and their employment may be terminated at any time. All references in this contract to part-time teachers serves only to set forth the terms and the conditions applicable during the period that they are employed by the District.

2.4 Teacher Work Day and Duty Free Lunch

The length of the teacher work day shall be defined as 6 hours and 45 minutes. This time is in addition to a thirty (30) minutes unpaid duty free lunch as provided by section 3029 of

the New York State Education Law which shall occur at normal school lunch times. Part-time teachers shall be provided an unpaid thirty (30) minutes duty free lunch if their work day includes the normal school lunch times.

2.5 Semester Equivalent

A semester equivalent is defined as the total number of staff days in a school year divided by two and rounded up to the nearest whole number of days.

2.6 School Calendar

Each year the Board of Education and the Association will establish the number of staff days for the next school year. If the number of staff days has not been set by May 1st of the preceding school year, then the number of staff days from the preceding school year will be used until some other number has been established. The Board of Education will determine a calendar using the agreed upon number of staff days. The Board of Education may, during the year, give additional days or part days off for snow emergencies, other emergencies or other reasons but the number of, timing or reasons for such days or part days will not create a precedent for days off in future years.

3. USE OF FACILITIES

The Board grants to the Association the right to reasonably use the building facilities and equipment for the purpose of meeting outside of the scheduled workday subject to determination by the superintendent as to timing and extent of use to avoid interference with educational activities.

4. NEGOTIATING PROCEDURES

Negotiations for a successor agreement shall commence during the month of February 2007.

5. FURNISHING OF INFORMATION

The District agrees to provide the Association any information requested by the Association that a taxpayer citizen of the District is entitled to receive.

6. SALARIES

Teachers will be paid salaries for the 2002-03, 2003-04, 2004-05, 2005-06 and 2006-07 school years calculated in accordance with Appendix A to this Agreement. If the successor to this Agreement has not been agreed to prior to July 1, 2007, teachers will be paid salaries calculated in accordance with Appendix A to this Agreement with the exception that the COLA percentage will be zero.

7. DUES AND AGENCY FEE DEDUCTION

7.1 Dues Deduction

- 7.1.1 The District agrees to honor payroll dues deduction for the Ripley Education Association.
- 7.1.2 The Association shall supply the District with dues deduction authorization cards authorizing deductions no later than two weeks prior to the first payroll from which the deduction is made. The total amount of dues shall be divided equally and deducted from all remaining paychecks in the school year.
- 7.1.3 Dues deduction authorization shall remain in full force and effect for all purposes while the teacher is employed in the District or until revoked in writing with notification to the Association.

7.2 Agency Fee Deduction

- 7.2.1 The District agrees to deduct from the wages of all teachers in the negotiating unit who are not members of the Ripley Education Association an agency fee in an amount equivalent to the dues of the Association (including amounts for NEA of NY and NEA) and to promptly transmit the sums so deducted to the Association.
 - 7.2.2 Deduction of the agency fee provided for in paragraph 7.2.1 of this Agreement shall be made at the same rate and during the same period of time for which Association member dues are deducted. The District agrees to furnish the Association with an alphabetized list showing the names of all teachers from whose salary such fees have been deducted. Deductions for teachers in the unit who are hired after October 1 of any school year shall be appropriately prorated so as to complete the deduction of the annual agency fee by the end of the school year in accordance with written instructions from the Association to the District.
 - 7.2.3 The District and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.
- 7.3 The amount of dues will be certified to the District by the Association whenever there is a change in the amount of dues or when requested by the District.
- 7.4 Deductions at the start of each school year shall begin with the second paycheck.
- 7.5 The Association will hold the District harmless against any and all claims, demands and liabilities of whatever nature arising out of this Article 7 concerning dues deductions and agency fee deductions.

8. GRIEVANCE

- 8.1 Definition - A grievance is a complaint by a teacher or a group of teachers that the District has violated a provision of this Agreement.
- 8.2 The teacher or group of teachers must bring the alleged grievance to the attention of the immediate supervisor or principal within thirty (30) working days after the grievance allegedly occurred or when the teacher or group of teachers knew or should have known, whichever is later, of the alleged action.
- 8.3 LEVEL 1 - Level 1 begins when the alleged grievance is brought to the attention of the immediate supervisor or principal. A teacher or group of teachers with a grievance first exhausts the matter with the immediate supervisor or principal. If either the District or the teacher or group of teachers declares the matter to be exhausted, the teacher or group of teachers shall have fifteen (15) working days from the time of that declaration to initiate level 2.
- 8.4 LEVEL 2 - Once the superintendent receives the grievance in writing from the teacher or group of teachers the superintendent must make a response within fifteen (15) working days of the initial receipt of the grievance.
- 8.5 LEVEL 3 - If the superintendent and the teacher or group of teachers are unable to resolve the grievance, the teacher or group of teachers may appeal the grievance in writing to the Board of Education not later than the fifteenth working day after the date on which the superintendent responded in writing at Level 2. The Board shall have thirty (30) working days to notify the teacher or group of teachers that the grievance has or has not been resolved.
- 8.6 LEVEL 4 - If the teacher or group of teachers and the Board are unable to resolve the grievance, the teacher or group of teachers may appeal it to arbitration by mailing a demand for arbitration to the American Arbitration Association in an envelope postmarked not later than the fifteenth working day after the last day of the thirty working day period specified in Level 3. The final arbitration shall be conducted under and the parties hereto shall be bound by the rules and procedures of the American Arbitration Association.
- 8.6.1 Limit of Decision - The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
- 8.6.2 Effect of Decision - The decision of the arbitrator, if made in accordance with his/her jurisdiction and his/her authority under this Agreement, will be accepted as binding by the parties to the dispute.

- 8.7 Time of Meetings - All meetings (except arbitration hearings) involving grievances will be held before or after the teacher work day unless another time is agreed up on by both the District and the Association.
- 8.8 Privacy of Proceedings - During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private. Any preliminary disposition will not be made public without the agreement of all parties.
- 8.9 Working Days - As used in Article 8, "working days" means days when teachers are required to be in attendance. If the grievance procedure is expected to continue into the summer, a schedule for processing a pending grievance shall be agreed on by the District and the Association prior to the end of the school year.

9. VACANCIES

- 9.1 Bargaining unit vacancies for summer employment will be made known to the Association in writing by June 1st. Applications will be received by the District for these positions from any teachers who wish to apply.
- 9.2 All Bargaining Unit vacancies including those listed in Appendix C and Appendix D that occur throughout the year shall be posted within seven (7) working days on appropriate bulletin boards and at the option of the district the President of the Association will be notified in writing.

10. TENURE AND PROBATION

- 10.1 If the superintendent decides not to recommend a probationary teacher for tenure, the superintendent will so notify the teacher in writing by May 1st if the teacher's probationary period ends in September or not later than the 60th consecutive calendar day prior to the last day of the teacher's probationary period if that period ends in any other month. If the superintendent decides to recommend that a probationary teacher be dismissed, the superintendent will so notify the teacher in writing by May 1st if the dismissal is intended to take effect at the end of the school year in June or not later than the 60th consecutive calendar day prior to the intended effective day of dismissal if that date is at any other time.
- 10.2 Before any formal action is taken dismissing or not granting tenure to a probationary teacher the following shall occur:
- 10.2.1 The teacher shall be notified in writing of the pending action at least thirty (30) calendar days prior to the date of the Board meeting at which it is to be considered.
- 10.2.2 The teacher shall be entitled to a written statement of reasons for the pending action by the appropriate school administrator or the Board of Education at least thirty (30) calendar days prior to the date at which it is to be considered.

- 10.2.3 The teacher shall have the right to appear before the Board of Education, with representation by an Association representative, to present his/her case and defense on the date on which it is to be considered.
- 10.2.4. The Board of Education shall take the presentation made in behalf of the teacher into consideration when making any decisions related to dismissal or the denial of tenure.
- 10.2.5 The giving of a thirty (30) calendar day notice and a statement of reasons pursuant to Section 3031 of the Education Law of the State of New York shall be deemed compliance with the thirty (30) calendar day notice and the statement of reasons provided for above.

11. TEACHER EVALUATION

- 11.1 Teachers will be formally observed by the principal or another administrator and receive written evaluations of the observations within 15 teacher working days after such observations. One of the most significant purposes for an observation and evaluation procedure is to aid in the improvement of instruction.
 - 11.1.1 A teacher will be observed and evaluated at reasonable intervals. A teacher may request additional evaluations.
 - 11.1.2 Librarians shall be evaluated as frequently as the preceding paragraphs require, but such evaluations need not be based upon formal observations.
- 11.2 The teacher shall receive a copy of the written evaluation of the observation at least 24 hours before the meeting held to discuss his or her written evaluation unless an earlier time is agreed upon by both parties. Teachers falling under both elementary and secondary supervision shall have separate observations and evaluations in both the elementary and secondary areas.
- 11.3 A teacher shall have the right to add a written critique to the evaluation of an observation of the teacher provided that the teacher submits the written critique to the evaluator not later than the fifth teacher working day following the meeting at which the written evaluation was discussed. The teacher's written critique, if any, shall be attached to the evaluation of the observation, which is filed in the teacher's personnel file.
- 11.4 Nothing in this Article 11 shall be construed to prohibit the District from making observations or evaluations in addition to those required by this Article.
- 11.5 Upon the completion of the document concerning the Annual Professional Performance Review process, evaluations will follow the procedures outlined in that document and any of the provisions in Article 11 which are contrary to that document will be null and void.

12. PERSONNEL FILE

- 12.1 Each teacher shall have the right, upon request, to review the contents of his/her personnel file maintained by the school subject to the right of the administration to withhold any pre-employment information therein.
- 12.2 Teachers shall have the right to make copies of any item in his/her file, excluding pre-employment information.
- 12.3 No material derogatory or critical of a teacher will be placed in his/her personnel file, except for pre-employment reference materials, unless a teacher has had an opportunity to review such material, and shall, within three (3) working days, be required to affix 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 will also have the right to submit a written answer to such material within ten (10) working days of affixing his/her signature on said material. An answer, which is timely submitted, shall be attached to the file copy of the material it addresses.

13. INSURANCE

13.1 Health Insurance

- 13.1.1 The District will provide coverage for all teachers covered by this agreement under the Chautauqua County School Districts Plan, including the Prescription Rider with a \$5.00 generic drug and \$10.00 brand name co-pay, and a \$100 major medical deduction for the individual plan and a \$200 major medical deduction for the family plan at no cost to full-time teachers whose appointment dates were prior to September 1, 1995. Full-time teachers whose appointment date was on or after September 1, 1995 shall pay 12% of the basic health and major medical insurance premiums and the District shall pay 88 %. The premium amounts not paid by the District shall be paid by the teachers, by means of a payroll deduction. If said Plan is terminated, the District shall provide substantially equivalent coverage. In addition, the District may furnish health benefits coverage through a different carrier providing substantially equivalent benefits upon mutual agreement with the Association on the proposed change.

Part-time teachers and part-time long-term substitutes are covered in Article 13.4.

The administration of such coverage by the Plan, insurance carrier or other health benefits provider shall be governed in all respects by the regulations of the Plan, the carrier or the health benefits provider (as the case may be) and the agreement between such entity and the District.

- 13.1.2 All data obtained by the Plan Administrator with respect to insurance claims shall be considered confidential and shall not be released to a third party without the

express, written consent of the teacher(s) affected. Any health data obtained by the District through its participation in the Plan may not be used to discipline or dismiss a teacher.

13.1.3 Teachers hired on or after July 1, 1997 shall have no entitlement to any form of continued health insurance coverage through the District upon retirement, except as such coverage may be provided in accordance with COBRA or other statutory requirement.

13.2 Term Life Insurance

The District will contribute a maximum of \$138 per teacher other than part-time teachers and part-time long-term substitutes in the 2002-2003 school year to be applied toward \$50,000 of term life insurance provided by a carrier chosen by the Association. Any additional premium costs will be paid by the teacher. In each of the remaining years of this contract this maximum contribution will be increased by the COLA percentage as defined in Appendix A of this contract. Although the maximum contribution may be greater the district contribution shall never exceed the premium cost for \$50,000 of term life insurance in any given year. The amount of the District contribution will be prorated by the month for each month not worked for the District on or after September 30.

Part-time teachers and part-time long-term substitutes are covered in article 13.4.

13.3 Cafeteria Plan

The District shall maintain a Cafeteria Plan previously established under the provisions of Section 125 of the Internal Revenue Code (the "Cafeteria Plan") in accordance with the terms of the District's Flexible Spending Account Plan Document. The benefit choices available under the Cafeteria Plan shall be (i) Dependent Childcare/Elderly Care capped at \$5,000 per participant and his or her dependents and subject to any other limitations of the Internal Revenue Code, (ii) Medical Reimbursement capped at \$5,000 per participant and his or her dependents, (iii) Payment Premiums for group medical insurance coverage, and (iv) Payment of premiums for group life insurance coverage. Effective on the first day of a teacher's service in each school year, the District shall credit to the account established under the Cafeteria Plan for each teacher other than part-time teachers and part-time long-term substitutes, the following amounts: single health insurance participants \$252, family health insurance participants \$588. By May 20 of each year, the Association president shall forward a letter to the superintendent designating how these monies shall be used. This letter shall include a roster of unit members. The teacher shall not be entitled to receive the District's credit to the Cafeteria Plan as additional compensation. The teacher may elect to allocate additional amounts to the benefit choices available under the Cafeteria Plan by means of salary reduction. Additional amounts allocated by the participants to the cafeteria plan, which remain unused at the end of the coverage year, will be distributed equally to all participants in the plan.

Part-time teachers and part-time long-term substitutes are covered in article 13.4.

13.4 Part-time Teachers and Part-time Long-term Substitutes

The District's cost for insurance benefits (Health, Life and Cafeteria Plan) for a part-time teacher or part-time long-term substitute will be calculated by multiplying the total cost of the benefits the teacher would receive if the teacher were full-time by the FTE. This amount may then be applied to the cost of whichever insurance benefits (Health, Life and Cafeteria Plan) that the teacher desires.

14. HEALTH AND MEDICAL INSURANCE BUYOUT

- 14.1 The District will offer a health and medical insurance buy-out incentive on an annual basis to members of the association on the following terms:
- 14.2 Any teacher who voluntarily elects to waive his/her right to health and medical plan insurance coverage to which the teacher is entitled according to the open window period specified hereafter as presently offered to all teachers through the Chautauqua County School Districts Plan, according to the terms of this contract, the teacher shall receive 50% of the District's premium cost for the plan in which the teacher is eligible to be enrolled multiplied by his/her percentage FTE (either individual or family plan) (i.e., if the District's contribution for a plan for the school year is \$5,184 for a teacher with an FTE of 1 then the incentive would be calculated as follows: $\$5,184 \times .50 \times 1 = \$2,592$). The teacher may elect to receive such amount as additional compensation or as a credit to the teacher's Cafeteria Plan Account, in which case it shall be allocated by the teacher among the benefit choices available under the Cafeteria Plan.
- 14.3 In order to qualify for this health and medical plan buy-out incentive payment, any eligible teacher must submit a non-rescindable letter of waiver to voluntarily drop their health insurance plan provided by the District as of July 01, which will be the effective date at which time the teacher will no longer be covered by the District's health insurance program. Such letter must be submitted during the open window period, which will extend for two weeks from May 6 to May 20. In addition, the teacher must actually waive his/her right to health insurance coverage in accordance with the terms of his/her letter. If all of these conditions are met, the Health Insurance Buy-out Incentive payment as described above will be paid in eight equal payments to the teacher over eight consecutive payroll periods. These payments will begin no later than the first payroll period in September following the effective date of the waiver. Distribution of incentive payments may, upon mutual agreement between the District and the Association, be distributed on an alternate payment schedule.
- 14.4 A teacher who has waived coverage under this provision but who involuntarily loses his or her alternative health insurance coverage (e.g., loss of job by spouse, divorce, etc.) may re-enter the District's plan, subject to the requirements and approval of the plan, in which event the waiver payment for the year will be pro-rated.

- 14.5 A teacher who has waived coverage in any year may elect to re-enroll in the District's health and medical plan coverage during the District's open enrollment period.

15. SICK LEAVE, BEREAVEMENT LEAVE AND PERSONAL LEAVE

- 15.1 The District shall allow each teacher employed by the District sick leave without loss of salary for at least twelve (12) working days in any year on account of personal sickness or physical disability of the teacher or of his/her family. These twelve (12) days will be credited to the teacher at the beginning of each school year and can be used at any time during the year. If any teacher does not use the full amount of sick leave allowed in any school year, the amount not used shall be accumulated from year to year and used, if needed, up to a total of 210 working days. If, as of the conclusion of a school year, a teacher has 220 or more accumulated sick days (not counting any personal days from that school year to be converted to sick leave pursuant to Section 15.5 of this Agreement), the teacher shall be entitled to a payment of \$150.00 (in no event, however, shall a teacher carry forward more than 210 accumulated sick days from one year to the next, as stated in the previous sentence). In each period of 150 consecutive calendar days of employment as such, a long-term substitute shall be allowed five working days sick leave without loss of pay. A long-term substitutes sick days shall not be cumulative unless the substitute is given a probationary appointment consecutive with his/her long-term substitute appointment in which case his/her unused days shall be credited toward a maximum accumulation of 210 working days. Family as used in this paragraph shall mean spouse, parent or child of the teacher.
- 15.2 Partial sick days and partial personal days may be used in increments of 1/3 and 2/3. If a teacher uses two hours and fifteen minutes or less of sick leave or personal leave this will constitute 1/3 of a sick day or personal day. If a teacher uses greater than two hours and fifteen minutes but less than or equal to four hours and thirty minutes, this will constitute 2/3 of a sick day or personal day. If a teacher uses greater than four hours and thirty minutes of sick leave or personal leave, this will constitute one sick day or personal day.
- 15.3 The District will cause each teacher to be notified in writing by October 7 of each year of the number of sick leave days that the said teacher has accumulated. The teacher will also be notified of the number of sick leave days that will be credited for the coming year and how they will be earned.
- 15.4 If the teacher's employment is terminated or a teacher retires and more sick days have been used than earned, the value of such unearned days which have been used shall be deducted from salary owing to the teacher at the time of termination. For this purpose sick days will be considered to be earned at the rate of 1.2 days per month of service.
- 15.5 In addition, the District shall grant each teacher two days per year personal leave separate and distinct from sick leave without loss of pay. Unused personal leave shall be converted to accumulated sick leave at the end of each school year, subject to the limitations on

accumulation set forth in Article 15.1. If a teacher has exhausted his/her two days of personal leave for a school year but has not yet used all of his/her sick leave credited for that year pursuant to paragraph 15.1 (not counting any accumulated sick leave carried forward from a prior school year), the teacher may convert one of the remaining sick leave days to a personal day. Requests for personal leave shall be made in writing to the superintendent at least two days prior to such leave whenever possible and the teacher shall not be required to submit a reason for a personal leave day. Personal leave is not to be taken the day before or after a holiday or vacation period without prior approval of the superintendent. A request for personal leave prior to or after a holiday or vacation period must be submitted in writing to the superintendent at least five working days prior to the date of the requested leave whenever possible. Personal leave days are provided for the transaction of personal business that cannot be conducted outside of school hours.

- 15.6 Teachers shall be entitled to five (5) paid bereavement leave days in cases of death in his/her immediate family. Immediate family shall be defined as mother, father, guardian, child, spouse, brother, or sister.
- 15.7 Teachers shall be entitled to three (3) paid leave days (the first day to be charged to bereavement and the other two days to be deducted from sick leave or personal leave) in cases of death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or individual living in the teacher's household.
- 15.8 A part-time teacher who uses sick days accumulated in prior years or who uses sick days earned in the current year prior to a change in their FTE will have the sick days used divided by their current FTE prior to use. For example:

A teacher has used all of the current year's sick days.
The teacher's FTE is .5.
The teacher has accumulated 4 days in previous years.
This teacher would be able to use 8 equivalent days of sick leave (4 divided by .5)

- 15.9 A part-time teacher who accumulates sick days at year-end will have his/her sick days multiplied by his/her FTE prior to accumulation. For example:

Teacher with FTE of .5 has 8 earned sick days at year-end
These days will be accumulated as 4 sick days (8 X .5)

16. CHILD-REARING LEAVE

- 16.1 A teacher, except for a long-term substitute, with two (2) or more semesters of service shall be entitled to a child-rearing leave under the following conditions:
- 16.1.1 A teacher, except for a long-term substitute, who is pregnant or whose spouse is pregnant or intends to adopt a child shall give written notice thereof to the

superintendent as soon as practicable after the knowledge of the pregnancy or of the intended adoption.

- 16.1.2 Any teacher, except for long-term substitute, who desires child-rearing leave shall make a written request for such leave to the superintendent at least thirty (30) working days prior to the expected date of birth. Such request shall contain the following:
 - 16.1.2.1 the approximate date when the disability from pregnancy of the teacher or the teacher's spouse is expected to terminate or the approximate date on which the adoptive child shall begin to reside with the teacher; and
 - 16.1.2.2 the date of termination of the child rearing leave. This date of the termination of the child-rearing leave shall be a date no more than one (1) year from the commencement of the child-rearing leave. The actual date of termination may be earlier than requested if the teachers circumstances warrant an earlier return and the District is notified in writing twenty (20) working days prior to the return.
- 16.2 The date of the commencement of the child-rearing leave shall be the date of the termination of the disability because of pregnancy of the teacher or the date that the adoptive child begins to reside in the home of the teacher. A teacher who is pregnant shall be entitled to use accumulated sick leave, if available and desired, during the period of pregnancy related physical disability as certified by her physician.
- 16.3 The teacher shall receive no pay and the District will not contribute to the cost of benefits. However, the teacher may continue benefits at his/her own cost during the leave.
- 16.4 Upon the termination of the child-rearing leave and the return of the teacher to regular duty the teacher shall be entitled:
 - 16.4.1 to return to a position in his/her tenure area, but if positions in that tenure area have been abolished since the commencement of the teacher's leave, the teacher shall be entitled to return to a position only if his/her seniority permits; and
 - 16.4.2 to all benefits that the teacher would be entitled to based upon the length of service prior to the commencement of the child-rearing leave. The child-rearing leave shall not, however, be counted as service for sick leave or any other benefit based on length of service.
- 16.5 The thirty (30) working days notice provided for in paragraph 16.1.2 above shall be reduced by the number of days that a teacher is unable to give notice by virtue of sickness, accident or other conditions beyond the control of the teacher and shall further be reduced

by the number of days between the expected birth of the child and the date of an earlier birth of the child.

16.6 The provisions of Article 16 shall in no way restrict or limit rights provided by Law

17. EXTENDED LEAVES OF ABSENCE

17.1 Leave of absence shall be granted to teachers who meet the following requirements-

17.1.1 The teacher must have completed at least three years of service with the District prior to commencement of the leave.

17.1.2 The teacher must submit a written request for the leave to the superintendent as soon as possible.

17.1.3 The length and purpose of the leave must be one of the following:

17.1.3.1 for a maximum of two years to improve the teacher's health, or

17.1.3.2 for a maximum of one year to resolve a family emergency (family limited to spouse, parents, and children)

17.2 Teachers who meet the requirements in Article 17.1.1 and 17.1.2 may be granted other leaves of absence for the following lengths and purposes:

17.2.1 for a maximum of one year to accomplish some other purpose, which the District determines to be acceptable and consistent with its interests as well as the teacher's interests. Such determination shall be in the District's sole discretion and may be made without regard to whether or not leaves have been or may be granted to others for similar purposes or under similar circumstances, or

17.2.2 for a maximum of one year for personal reasons, except said leave shall not be connected with any other leave.

17.3 A substitute acceptable to the District must be available for the period of the leave.

17.4 The teacher shall receive no pay and the District will not contribute to the cost of benefits. However, the teacher may continue benefits at his/her own cost during the leave.

17.5 The teacher shall notify the District in writing twenty (20) calendar days prior to the intended date of return from their extended leave of absence.

17.6 The teacher shall be entitled to return to a position in his/her tenure area, but if one or more positions in that tenure area have been abolished since the commencement of the teacher's

leave, the teacher shall be entitled to return to a position only if the seniority he/she had accumulated prior to the leave entitles him/her to a position.

- 17.7 In granting or administering such leaves, the District may in its sole discretion, waive any or all of foregoing rules in particular cases. No such waiver shall constitute a precedent of any kind.
- 17.8 Extended leaves may not be used for the purpose of testing retirement or trying new employment.

18. SABBATICAL LEAVE

18.1 Eligibility:

- 18.1.1 Criteria - Teachers in the District currently on tenure with fifteen years of service.
- 18.1.2 Sabbatical leave can only be granted with the approval of the superintendent and the Board. The Board shall have full discretionary powers to make all final decisions on granting, or denying, sabbatical leaves.

18.2 Application:

- 18.2.1 Application may be made for one semester or for one full academic year.
- 18.2.2 Each applicant for such leave shall file with the superintendent a written letter of intent by April 1 of the year preceding the anticipated leave. All final written application plans will be submitted to the superintendent for the fall semester by July 15 and for the spring semester by December 15. The superintendent shall have full discretionary powers to approve, or deny, all curriculum or study plans as proposed by the teacher requesting sabbatical. The curriculum or study plan submitted shall be comparable to the coursework of a full time college student or the responsibilities of a full time teacher.
- 18.2.3 The Board shall approve, or deny, fall semester leaves by August 1 and spring semester leaves by January 1.
- 18.2.4 Final written application plans for leaves of study must include the name of the institution at which the individuals plan to study and the courses to be pursued. Such study should be related to the applicant's professional position or to another certified area, which in the opinion of the district serves the mutual best interest of the applicant and the District.
- 18.2.5 All applicants must appear before the Board to explain their application requests before final decision can be made.

18.2.6 Applicants will be notified in writing of their acceptance or reasons for their rejection.

18.2.7 It will be at the full discretion of the District to determine the number of sabbaticals, if any, to be granted per semester or per year.

18.2.8 In granting or administering such sabbatical, the District may in its sole discretion, waive any or all of the foregoing rules in particular cases. No such waiver shall constitute a precedent of any kind.

18.2.9 Action by the superintendent or the District to grant, or deny, sabbatical leave shall not be subject to the grievance and arbitration provisions of this agreement.

18.3 Compensation:

18.3.1 The teacher granted leave shall receive one-half pay for a semester or for a full year, with the regular deductions, and paid according to the regular pay schedule.

18.3.2 Upon the teacher's return, the salary of a teacher who was on a full-year's sabbatical leave shall be calculated as if he/she had worked the full year.

18.4 Provisions:

18.4.1 Sabbatical leave shall not be considered a termination or breach of contract.

18.4.2 The teacher shall be entitled to return to a position in his/her tenure area, but if positions in that tenure area have been abolished since the commencement of the teacher's leave, the teacher shall be entitled to return to a position only if his/her seniority permits.

18.4.3 The teacher must remain in the service of the District for two years after the expiration of such leave. In case of resignation before two years is completed, the teacher must refund to the District a percentage of the salary paid during the leave of absence calculated by dividing the number of days not worked in the two year period by the total number of working days in the two year period.

19. JURY DUTY

Each teacher who shall be required to report for jury duty, to serve as a juror or who is subpoenaed for a work related matter shall be paid the same amount that he or she would have received if teaching for each day that the teacher is required to be absent from the school during regular school hours and while school is in session while necessarily serving as a juror or a witness.

20. REPRESENTATION

A teacher or teachers shall have the right of Association representation at meetings held with more than a single District representative. If the teacher or teachers wish such representation, the Association representative should be contacted by the teacher or teachers immediately and the meeting arranged at the earliest possible convenience. Both the District and the Association will notify each other of the parties who will be attending the meeting. If a teacher is required to attend a meeting with a single District representative, then the teacher will have the right to ask that an Association representative be present as an observer.

21. SICK LEAVE BANK

A sick leave bank is hereby established subject to the following conditions:

- 21.1 All teachers except for part-time teachers and long-term substitutes are eligible to contribute to or receive days from the sick leave bank.
- 21.2 The bank shall consist of unused sick leave days contributed solely by the teachers except for part-time teachers and long-term substitutes. The bank shall consist of two hundred fifty (250) days accumulated.
- 21.3 The terms "sick" and "sickness" as used herein shall include accident and accidents.
- 21.4 Each new teacher except part-time teachers and long-term substitutes who becomes a participant in the sick leave bank shall contribute two (2) unused sick leave days to the sick leave bank the first year of employment and one (1) day per year for the next two (2) years consecutively.

In the event the number of accumulated sick leave days in the bank shall fall below two hundred fifty (250), as of September 1st of the applicable school year, all teachers except for part-time teachers and long-term substitutes who are participants shall be required to contribute the necessary number of whole sick leave days to the bank which will increase the total of the bank to two hundred fifty (250) or more but no required contribution by any one teacher shall exceed three (3) unused sick leave days in any one school year. No eligible teacher who has asked to join and who has been employed by the district less than three (3) full years shall be required to contribute more than two days in any one year. A required contribution of sick leave days shall be determined by the sick leave bank chairperson in collaboration with the district clerk or the business manager in a manner that will most equitably strive toward the result of having all members contributing an equal number of unused sick leave days.

- 21.5 Every teacher except for part-time teachers and long-term substitutes employed by the District on September 15, 1979 had until December 31, 1979 to join but thereafter has become ineligible to join. Each new teacher except for part-time teachers and long-term substitutes hired by the District shall have the right to join the sick leave bank within thirty

(30) calendar days of the opening day of school in the fall or within thirty (30) calendar days of the first day on which the teacher conducts a class, whichever is later, but shall thereafter be ineligible to join. The application for membership in the sick leave bank shall be prepared by the sick leave bank committee and shall be available from the Association's sick bank chairperson.

- 21.6 Each present teacher except for part-time teachers and long-term substitutes qualified to join the sick leave bank and every teacher except for part-time teachers and long-term substitutes hereinafter eligible shall be fully informed of the sick leave bank, the terms and conditions of the same and furnished with an application form by the Association.
- 21.7 Each member of the sick leave bank shall be eligible to use accumulated unused sick days in the sick leave bank to be paid to him/her by the District in the same manner as though the days used from the sick bank were accumulated unused sick days of the teacher, provided:
- 21.7.1 Sick leave bank is only used for the personal illness of the employed teacher. The teacher may not draw from the sick leave bank days for illnesses to family members.
- 21.7.2 Prior to using any unused sick days from the sick leave bank, the teacher will have exhausted all of his/her credited and accumulated sick leave days and personal leave days.
- 21.7.3 In addition to the above, the teacher must be absent because of the illness from his/her teaching duties at the school for five (5) continuous working days for which he/she received no salary of any form from the school District.
- 21.7.4 If the teacher has accumulated and/or been credited a total of twenty (20) sick days or more at the beginning of a school year, he/she then may begin to draw from the sick bank at the end of the five (5) day waiting period. If he/she has not accumulated and/or been credited a total of twenty (20) days, his/her waiting period without pay would then be extended one day for each day short of the required twenty (20) days.
- 21.7.5 The total number of days for any one illness that can be drawn by a teacher from the sick leave bank shall not exceed one hundred (100) days.
- 21.7.6 No benefits shall be available from the sick leave bank unless there are unused sick leave days available in the bank.
- 21.7.7 A teacher may withdraw from the sick leave bank at any time upon notifying the school district clerk in writing of his/her intention to do so, setting forth the date the withdrawal is to be effective, stating that the sick leave days contributed by him/her

to the sick leave bank shall not be returned, and forfeiting all rights and benefits in the sick leave bank.

21.7.8 No payment will be made for sick leave days from the sick leave bank until a valid application for sick leave days from the sick bank has been received from the teacher in question stating the nature of the illness, the names and addresses of all doctors who treated him/her and the names and addresses of all hospitals in which the teacher may have been or will be a patient, along with a signed statement from the teacher's doctor describing the teacher's illness. If requested by the superintendent and/or the sick leave bank chairperson, the teacher will secure any additional medical, hospital or other records pertaining to the illness and submit them to the superintendent for examination. The application to draw from the sick leave bank shall be available in the office of the school district clerk during regular office hours or from the Association's sick bank chairperson.

21.7.9 A teacher except for part-time teachers and long-term substitutes may draw from his/her remaining sick leave bank days without a waiting period if:

- a. that teacher has met the original eligibility requirements to draw from the sick leave bank as stated in 21.7, and
- b. the sickness is a continuation of the original sickness and occurs in the same school year, and
- c. the teacher has returned to work, and
- d. the teacher has a balance of the original sick leave bank days available from which to draw. The number of days available to the teacher would be determined by subtracting sick leave bank days used from the original 100 days granted. If the teacher were unable to return to work after exhausting the 100 days, absences from duty would then be unpaid. If a question arises as to whether the sickness is actually a continuation of the original sickness or a new sickness, a sick leave bank committee would be formed as outlined in 21.8 of the collective bargaining agreement and the matter then handled by the committee.

21.7.10 If a teachers original sickness continues into a school year other than that in which the original sickness occurred and the teacher meets the requirements in Article 21.7.9 a, 21.7.9 c, and 21.7.9 d, then there will be five (5) continuous working days for which the teacher will receive no salary before additional sick bank days may be used.

21.8 Upon determination that the application is in order, the superintendent shall distribute to the member teacher his/her sick days after the requirements in paragraphs 21.7.1, 21.7.2, 21.7.3 and 21.7.4 have been met. If the superintendent and/or the sick leave bank chairperson should question the teacher's eligibility to draw days from the sick bank, the following procedure shall be used:

21.8.1 Sick leave bank committee of three (3) shall be appointed with one (1) member from the Board of Education appointed by the Board; one (1) teacher from the Association appointed by the Association; and one (1) member selected from the community of Ripley by the two appointed sick leave bank members.

21.8.2 The committee shall determine the teacher's eligibility within thirty (30) calendar days of receipt of eligibility question. If all provisions of Article 21 were satisfactorily executed then the committee's decision shall be considered final.

22. PROFESSIONAL LEAVE

A total of ten personal days per school year shall be available for teachers (other than long-term substitutes) designated by the Association to attend, without loss of pay, meetings, conferences and training sessions of the Association or its affiliates, which fall during the school year. Expenses of the teacher for attending such events are the responsibility of the Association or the teacher, not the District. The Association president or the president's designee shall give written notice to the superintendent's office of the names of the teachers who will be absent and the dates of absence as far in advance as the need for absence becomes known, but at least two weeks in advance of the first day of the absence whenever practicable. The superintendent may waive the time of advance notice for good cause shown.

23. FLEX TIME

Teachers may, with administrative approval, voluntarily elect "flex time" to supervise students in programs such as the cafeteria breakfast program and the after school academic eligibility study hall.

24. EVENING EVENTS

The faculty may not be required to attend more than three evening events outside of the designated school day per school year not including one presentation to the Board of Education relating to their primary duties as teachers.

25. LAST WEEK OF SCHOOL

During the last 5 days of the school year where the last day is Day 5, elementary teachers shall not be required to instruct students except on Day 1, 2 and one-half of Day 4, provided, however, that they may be required to do so on the other days of that week if attendance of students on such days is necessary to prevent a loss of state aid. The District and the Association may upon mutual agreement decide to change the sequence of events that occur on these days.

26. NOTICE ABOUT POSITION

The District will make an effort to notify a teacher except a part-time teacher who is not expected to have a teaching position for the next school year by May 21st of the preceding school year but in no circumstances will a teacher be given less than 60 calendar days notice.

27. TUITION WAIVER

If the District admits as a student a child of a teacher who is not a District resident, the standard tuition charge, if any, for such student shall be waived. Decisions on the admission of such students shall not be arbitrary or capricious.

28. PARENT CONFERENCES

Three (3) partial days per school year will be provided for parent-teacher conferences of Elementary School Students (Grades K-06). Partial days for the purpose of this contract Article shall mean dismissal of Elementary Students at 1: 15 P.M. with Parent Teacher Conferences beginning at 1:30 P.M. Two (2) partial days will be scheduled within seven instructional school days of distribution of report cards for the first quarter marking period and one (1) partial day will be scheduled within seven (7) instructional days of distribution of report cards for the second marking period of each school year. The District and the Association may upon mutual agreement decide to cancel these conference day(s) or alter the time, length, and/or date of any or all of said conferences.

29. ENTIRE AGREEMENT

This instrument constitutes the entire agreement of the parties and there are no agreements or understandings, either oral or written or otherwise, which in any manner alter, abridge or conflict with this instrument.

30. DURATION

This agreement shall be effective on July 1, 2002. Each provision of this Agreement shall continue in force from the effective date hereinabove set forth through June 30, 2007.

31. ADVERSE CHANGE

The Board agrees that if during the term of this Agreement any rule, regulation or bylaw is to be adopted by the Board of Education which would be contrary to or adversely affect a teacher's terms or conditions of employment, such rule, regulation or by-law change will not be implemented until five (5) days after receipt by the Association of the Board minutes containing the proposed change.

32. SAVINGS CLAUSE

32.1 THIS AGREEMENT AND ALL PROVISIONS HEREIN ARE SUBJECT TO ALL APPLICABLE LAWS. IN THE EVENT ANY PROVISION OF THIS AGREEMENT IS

HELD TO VIOLATE SUCH LAWS, SAID PROVISION SHALL NOT BIND EITHER OF THE PARTIES, BUT THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AS IF THE INVALID PROVISION HAD NOT BEEN A PART OF THIS AGREEMENT.

32.2 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, both parties have signed and accepted this Agreement on the day and year first written above.

Date 9-26-02


Superintendent of Schools

Date 10-1-02


Ripley Education Association

APPENDIX A - TEACHER SALARIES

1.
 - a) For the 2002-03 school year, the salary for each teacher shall consist of the base amount set forth in the schedule of base amounts attached as Appendix B to this Agreement.
 - b) For the 2003-04, 2004-05, 2005-06 and 2006-07 school years, the salary for each teacher shall consist of the teacher's base amount for the previous school year increased by the COLA percentage as defined in item 2 below, plus any amounts for new graduate hours to which the teacher is entitled under item 4 below. In addition, for teachers who have three or more years of service in the District (unless reduced by the District pursuant to item 6, below) and who worked at least the equivalent of one complete semester in the prior school year (or in the last school year they worked, if there has been an unpaid leave of absence), the salary shall have added to it the increment amount for the applicable school year defined in item 3, below. The resulting total shall be the teacher's salary for the new school year.
 - c) In the event that a teacher does not work at least the equivalent of one semester for one or more school years, in the first school year after the teacher returns to active service the teacher's base amount from the last previous year of active service shall be compounded by the COLA percentage for each year the teacher was not working including the year of return. The teacher's graduate hour payments shall be as set forth in item 4 below, and the teacher shall receive the current year's increment amount if so entitled under item (b), above.
2. The "COLA percentage" is defined as a percentage derived from a data set issued by the U.S. Department of Labor Bureau of Labor Statistics. This data set is titled as follows:

Consumer Price Index-All Urban Consumers
Series ID: CUUROOOOSAO
Not Seasonally Adjusted
Area: U.S. City Average
Items: All Items
Base Period: 1982-84=100

This data consists of a calendar year average index that (as of the effective date of this Agreement) becomes available the third Friday of January following the end of the applicable year and is available over the internet at <http://stats.bls.gov/cgi-bin/surveymost>. The COLA percentage used for any given school year will be defined as the percentage change in the calendar year average from 2 years prior to the start of school year to the year prior to the start of the school year.

Example - COLA used for calculating 2002-03 salaries:

2000 average CPI-U = 172.2
2001 average CPI-U = 177.1

$$\begin{aligned} 2002-03 \text{ COLA} &= (177.1 - 172.2)/172.2 \\ 2002-03 \text{ COLA} &= 2.85\% \end{aligned}$$

The COLA percentage shall be calculated to the nearest 1/100th, with figures up to 4 rounded down and figures 5 and above rounded up. The COLA percentage is, however, capped so that it shall not be less than 0.00% or more than 5.40 %, regardless of the result of the above calculation.

3. The increment amount for the 2002-03 school year is \$1,417, which is already included in the schedule of base amounts set forth in Appendix B. The "increment amount" for each of the school years 2003-04 to 2006-07 shall be defined as the previous year's increment increased by the COLA percentage as defined in item 2, above, rounded to the nearest dollar.
4. Teachers will also receive an addition to their base for each new credit hour of graduate level college coursework completed after June 30, 2002. Courses taken after the completion of a masters degree must be approved in advance by the superintendent. The payment per credit hour for the 2002-03 school year is \$75 for credits completed after June 30, 2002. For each of the 2003-04 through 2006-07 school years, the payment for each additional credit hour shall be the amount from the previous school year increased by the COLA percentage as defined in item 2, above, rounded to the nearest dollar.
5. The starting base amount for the 2002-03 school year is \$31,837 which includes \$600 compensation for a masters degree whether completed or not. These amounts are reflected in the 2002-03 schedule of base amounts. The starting base amount for each of the school years 2003-04 through 2006-07 shall be the previous school year's starting base amount increased by the COLA percentage as defined in item 2, above. The District reserves the right to set the initial base amount for any new hire above the starting base amount.
6. Teachers with less than three years of service to the District will receive only the base amount calculated as set forth in item 5 above as well as payment for graduate hours, if applicable. The teacher will not be entitled to an increment unless specifically granted by the District. However, if a teacher with less than three years of service to the District, who has not been granted an increment, takes a course(s) (either graduate courses or other courses required for certification) and earns credit for the course(s), the teacher shall be reimbursed for the tuition for such course(s) up to a maximum of the increment amount defined in item 3 above, applicable for that school year. Unless specifically granted an increment by the District for any of the teacher's first three years, the teacher will be eligible for reimbursement for three years. Courses taken above those required for a masters must be approved in advance by the superintendent. Reimbursement for courses taken shall be made within thirty (30) calendar days after transcripts and receipts for tuition paid are submitted.

APPENDIX B - 2002-03 SCHEDULE OF BASE AMOUNTS

	Yrs Service	Credits Included	Masters	2002-03 Base
BARDO	17	30	YES	\$53,844
BECK	31	39		\$70,047
BENDIG	2	42	YES	\$36,404
BOHLEN	18	48		\$55,137
BUCHHOLZ	32	64	YES	\$71,778
BUGBEE	0	45	YES	\$35,212
CARLETON	26	30		\$67,811
CHAGNON	30	36		\$69,909
COCHRANE	24	30	YES	\$63,780
CORAN	4	39	YES	\$37,596
CROLLI	29	42	YES	\$70,766
DEAN	9	35	YES	\$45,221
DORMAN	17	36	YES	\$54,120
FREITAS	20	30		\$56,944
GRAHAM	.50 PT	30	YES	\$17,044
HARRINGTON	27	42	YES	\$68,944
HINMAN	3	46	YES	\$36,704
HUNTER	0	0		\$31,837
KAPPLE	.75 PT	21		\$25,059
KELSO	15	48	YES	\$52,444
KONERT	0	9		\$32,512
KRAUSE	11	33	YES	\$47,337
MARKHAM	29	36		\$69,909
MILLER	3	56	YES	\$38,871
MIRABELLA	1	36	YES	\$34,537
MONROE	16	30	YES	\$52,662
MORRISON	17	72	YES	\$55,776
MUELLER	1	72	YES	\$37,237
NOONAN	2	30	YES	\$34,087
OTT	30	30		\$69,633
PROPER	0	0		\$31,837
RAMMELT	0	0		\$31,837
REYDA	7	45	YES	\$42,458
ROOS	3	9		\$33,929
SCOTCH	2	9		\$32,512
STACY	26	59	YES	\$68,308
STONEFOOT	15	30	YES	\$51,616
SUITS	0	0		\$31,837
THOMPSON	1	6		\$32,287
WALZER	8	46	YES	\$44,680
WEAKLEY	10	30	YES	\$46,153
WHIPPLE	4	15		\$35,796
WOODBURN	2	33	YES	\$34,312
WOOLSON	0	0		\$31,837

- Note #1 Any teacher who accepts assignments to work additional days above those stated in the school calendar performing similar duties to their normal assignments will receive additional compensation per day of $1/200^{\text{th}}$ of the teachers base pay which has been agreed upon for that school year multiplied by his/her FTE.
- Note #2 Compensation for a masters degree, whether completed or not completed has been included in the starting salary and in the schedule of base amounts in Appendix B for all teachers with less than four years experience. For teachers with four years of experience or more, compensation of \$581 for a completed masters degree has been included in the schedule of base amounts in Appendix B.
- Note #3 "Credits included" are all credits earned prior to July 1, 2002 and are in the 2002-2003 Base. For teachers with less than four years of experience the value of the credits included is \$75 per credit. For teachers with four years of experience or more the value of the credits included is \$46 per credit.
- Note #4 If it can be shown that the information in Appendix B is incorrect, the error(s) will be corrected and the teacher(s) or District will be compensated accordingly.

APPENDIX C - 2002-03 SALARIES FOR OTHER ASSIGNMENTS

Detention & Eligibility Study Hall Monitor (per hour)	21
Homework Study Hall (per hour)	26
Freshman Advisor	494
Sophomore Advisor	658
Junior Advisor	1234
Senior Advisor	1563
Student Council Advisor	823
National Honor Society Advisor	329
Key Club Advisor	823
Builders Club Advisor	823
Yearbook Advisor	2571
Bus Trip Advisor (per trip)	42

Each year salaries for the above assignments will increase from the previous year by the COLA percentage defined in item 2 of Appendix A and rounded to the nearest whole dollar.

Mrs. Kelso will receive \$1136 as salary for student council advisor for the year 2002-03. Each of the remaining years of the contract this amount will be increased by the COLA percentage as defined in item 2 of Appendix A for as long as she holds the position.

APPENDIX D - COACHING AND CHEERLEADING ADVISOR 2002-03 SALARIES

BASEBALL	Varsity Baseball	\$2,160
	Varsity Baseball Assistant	\$1,543
	JV Baseball	\$1,337
SOFTBALL	Varsity Softball	\$2,160
	Varsity Softball Assistant	\$1,543
	JV Softball	\$1,337
	Modified Softball	\$926
BASKETBALL	Boys Varsity Basketball	\$2,468
	Boys JV/Assist Basketball	\$1,748
	Boys JH Basketball	\$926
	Girls Varsity Basketball	\$2,468
	Girls JV/Assist Basketball	\$1,748
	Girls JH Basketball	\$926
VOLLEYBALL	Boys Volleyball	\$1029
	Girls Volleyball	\$2,160
	Girls Volleyball Assistant	\$1,543
	Girls JV Volleyball	\$1,337
WRESTLING	Wrestling	\$2,468
	Wrestling Assistant	\$1,748
	JH Wrestling	\$926
SOCCER	Soccer	\$2,160
CHEERLEADING	Cheerleading	\$1,543
CROSS COUNTRY	Cross Country	\$1,646
GOLF	Golf	\$1,646

Each year salaries for coaching and cheerleading advisors will increase from the previous year by the COLA percentage defined in item 2 of Appendix A and rounded to the nearest whole dollar.

Any person who has previously held a coaching position and returns to coach in the same position and if their salary when they were previously coaching was greater than the salary they would receive under the table listed above, then their salary in the year they return to coaching will be their previous salary increased by the COLA percentage (defined in item 2 of Appendix A) for the year in which they return. This salary will then be increased by the COLA percentage for each year in which the person continually holds that position. In each year that the person has five or more years of service in that sport they will also receive a non-cumulative bonus of 10% of their coaching salary for that position.

Any person who holds a coaching position on June 30, 2002 and returns to coach in the same position and the salary they would have received for 2002-2003 under the previous contract is greater than the salary they would receive under the table listed above then their salary will be the salary they would have received for 2002-2003 under the previous contract. This salary will then be increased by the COLA percentage for each year in which the person continually holds that position. In each year that the person has five or more years of service in that sport they will also receive a non-cumulative bonus of 10% of their coaching salary for that position.

APPENDIX E - CURRICULUM WORK

The procedure for doing curriculum work will be as follows:

1. The teacher(s) will complete the form for curriculum work which can be found in the employee's handbook.
2. The completed form will be submitted by the teacher(s) to their immediate supervisor.
3. The supervisor will then review the request, approve as is, modify the request and approve, or disapprove the request.
4. Once the request is approved by the immediate supervisor, the form will be sent on to the superintendent for final approval.
5. No work is to be performed in the absence of final approval.
6. The teacher(s) should search out feedback from their immediate supervisor or the superintendent as they create/design their project. This will prevent work being done that does not meet the stated criteria or the intent of the approved curriculum work.
7. As the teacher(s) progress(es) in the work and it appears as if more time is needed, the same process as for the initial approval is to be followed. The teacher(s) will submit a second request. The second request is to be approved by the immediate supervisor and then sent on to the superintendent for final approval. Under no circumstances should anyone proceed without prior approval.
8. For the 2002-2003 school year the rate for curriculum work will be \$27 per hour which will be paid upon satisfactory completion of the approved project. In each of the remaining years of the contract this amount will be increased by the COLA percentage as defined in item 2 of Appendix A and rounded to the nearest dollar.
9. When a teacher has met all the above requirements then they will receive the compensation agreed upon in item 8.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE RIPLEY CENTRAL SCHOOL DISTRICT
AND THE RIPLEY EDUCATIONAL ASSOCIATION**

Whereas, the above named parties desire to amend the Instructional Negotiating Unit Agreement, July 1, 2002 to June 30, 2007; and

Whereas, the amendment will lose its force and effect on June 30, 2004 as a specific condition of this Memorandum.

Now therefore, it is hereby agreed as follows:

1. The District shall make available a retirement award, amounts to be determined using the indicated table of conversion:

**\$20 for 1 to 50 accumulated sick leave days
\$40 for 51 to 100 accumulated sick leave days
\$70 for 101 to 150 accumulated sick leave days
\$110 for 151 to 200 accumulated sick leave days
\$160 for 201 to 210 accumulated sick leave days**

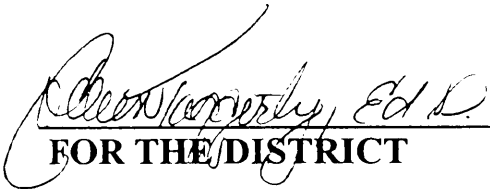
Upon reaching the next level, ALL DAYS are paid at the higher rate.

The \$ amount will change by a percent equal to the COLA percent (as defined in Appendix # 3 of the current contract) for the remaining years of the contract.

The employee must first submit an irrevocable retirement notice to the District at least 30 calendar days prior to retirement. Effective date of retirement in order to receive this award must be at the beginning or end of a semester, in no case during a semester.

2. The employee must retire from active service with the District under the guidelines of the NYSTRS as they apply to the current year of retirement.
3. The amount generated in paragraph 1 above shall be paid to the retiring employee in eight equal installments commencing with the first payroll period of the semester following the retirement. The payment shall be less all applicable payroll taxes.

It is understood and agreed that this award shall become effective July 1, 2002 and remain in effect until June 30, 2004 at which time this Memorandum will terminate and permanently expire. It is further agreed upon and understood that this Memorandum, or any part thereof, shall not constitute or be construed to be a precedent.


FOR THE DISTRICT

Dated: 10-1-02


FOR THE ASSOCIATION

Dated: 10-1-02