

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE HAMBURG BOARD OF EDUCATION
AND
THE HAMBURG EDUCATION ASSOCIATION

JULY 1, 2006 TO JUNE 30, 2009

Prepared by:
Scarinci & Hollenbeck, LLC
1100 Valley Brook Avenue
Lyndhurst, New Jersey 07071
Tel: 201-896-4100

TABLE OF CONTENTS

INTRODUCTION.....1
ARTICLE I RECOGNITION.....2
ARTICLE II GRIEVANCE PROCEDURE.....3
ARTICLE III ASSOCIATION RIGHTS AND PRIVILEGES.....7
ARTICLE IV RULES AND REGULATIONS.....8
ARTICLE V TEACHER RIGHTS.....10
ARTICLE VI NON-DISCRIMINATION.....13
ARTICLE VII TEACHER HOURS AND TEACHING LOAD.....14
ARTICLE VIII TEACHER EMPLOYMENT.....19
ARTICLE IX SUBSTITUTES.....22
ARTICLE X TEACHER FACILITIES.....23
ARTICLE XI TEACHER ASSIGNMENT.....24
ARTICLE XII NON-TENURED TEACHER EVALUATION.....25
ARTICLE XIII EXTENDED LEAVES OF ABSENCE.....28
ARTICLE XIV VOLUNTARY TRANSFER AND REASSIGNMENTS.....30
ARTICLE XV MISCELLANEOUS PROVISIONS.....31
ARTICLE XVI ABSENCE FOR PERSONAL ILLNESS.....32
ARTICLE XVII TEMPORARY LEAVES OF ABSENCE.....34
ARTICLE XVIII HEALTH CARE COVERAGE.....36
ARTICLE XIX UNUSED SICK DAYS.....37
ARTICLE XX SALARIES.....38
ARTICLE XXI PART-TIME STAFF MEMBERS.....42
ARTICLE XXII LONGEVITY.....44
ARTICLE XXIII MENTORING.....45
ARTICLE XXIV REPRESENTATION FEE.....46
ARTICLE XXV DURATION OF AGREEMENT.....49
SCHEDULES A.....50
SCHEDULES B.....55
SCHEDULES C.....56

INTRODUCTION

This Agreement entered into this ___day of_____, 2006, by and between the Hamburg Board of Education, Hereinafter called the "BOARD", and the Hamburg Education Association, hereinafter called the "ASSOCIATION", represents the complete and final understanding on all bargainable issues between the BOARD and the ASSOCIATION, for the term of this agreement.

ARTICLE I
RECOGNITION

A. UNIT

The BOARD hereby recognizes the ASSOCIATION as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certificated full or part time 10 month teaching staff members and the Child Study Team members under contract, excluding supervisors, administrators and confidential employees.

ARTICLE II
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A grievance is a claim by a teacher(s) or the ASSOCIATION based upon an alleged violation, misinterpretation or misapplication of any of the provisions of this agreement.

2. Aggrieved Person

An "aggrieved person" is the teacher(s) or the ASSOCIATION making the claim.

B. PROCEDURE

1. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure as hereinafter described.

2. Time Limits

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

b. A grievance must be filed within thirty calendar days after its occurrence.

3. If the aggrieved fails to follow the prescribed procedure within the time limits set forth, the grievance becomes void.

4. Year-end Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance

procedure, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

5. Level one - Principal or Immediate Superior

A grievance shall first be discussed with the Principal or immediate supervisor, either directly or through the ASSOCIATION'S designated representative, with the objective of resolving the matter informally.

6. Level two - Superintendent

If the grievant is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the aggrieved may file the grievance in writing with the ASSOCIATION within five (5) school days after the decision at level one or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the ASSOCIATION shall refer the grievance to the SUPERINTENDENT of schools.

7. Level three - Board of Education

If the grievant is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within ten (10) school days after a discussion with the Superintendent, the grievance will be submitted to the BOARD for a hearing. A BOARD hearing shall be granted within fifteen (15) school days after the grievant's filing for appeal. The BOARD

shall render its decision within ten (10) school days after the completion of the hearing. If after a "cooling-off-period" of ten (10) days the grievance remains unresolved, either party may proceed to arbitration.

8. Arbitration

a. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the Public Employment Relations Commission in the selection of an arbitrator.

b. The arbitrator so selected shall confer with the representatives of the BOARD and the ASSOCIATION and hold a hearing promptly and shall issue a decision no later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, no later than twenty (20) days from the date of which final statements and proofs on the issues were submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the BOARD and the ASSOCIATION and shall be advisory only.

c. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the BOARD and the ASSOCIATION. Any other

expenses incurred shall be paid by the party incurring same.

C. RIGHTS OF TEACHER TO REPRESENTATION

1. Teacher and ASSOCIATION

An aggrieved teacher after level one may be self-represented at all other stages of the grievance procedure or by a representative selected or approved by the ASSOCIATION at no cost to the BOARD.

2. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public but shall include only such parties concerned and their designated or selected representatives.

3. Any teacher involved in a grievance procedure shall be required to follow administrative directives and BOARD policies while the grievance procedures are being reviewed.

D. SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance shall not be kept in the personnel file of any of the participants, but in the BOARD secretary's grievance file, and the content of which shall be made available to ASSOCIATION representatives.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The BOARD agrees to make available to the ASSOCIATION, in response to reasonable requests, all information required by the Freedom of Information Act concerning the educational program.

B. RELEASE TIME FOR MEETINGS OUTSIDE OF DISTRICT

With the approval of the Superintendent, any representative of the ASSOCIATION or any teacher may participate during working hours in negotiations, grievance proceedings, conferences, or meetings for Hamburg School, and shall suffer no loss in pay.

C. USE OF EQUIPMENT AND FACILITIES

With prior approval of the Superintendent, the ASSOCIATION shall have the right to use school facilities and equipment. The ASSOCIATION shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

D. RELEASE TIME FOR MEETINGS INSIDE DISTRICT

Whenever any teacher is mutually scheduled by the BOARD, the ASSOCIATION and/or the Superintendent to participate during working hours in negotiations, grievance proceedings, conferences, and/or meetings, that person shall suffer no loss in pay.

ARTICLE IV

RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the ASSOCIATION before they are established.

B. All written rules and regulations shall be provided to the ASSOCIATION immediately upon promulgation.

ARTICLE V

TEACHER RIGHTS

A. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict any teacher such rights as guaranteed under New Jersey School Laws or other applicable laws and regulations. Those rights guaranteed to teachers thereunder shall be deemed to be in addition to those provided in this Agreement.

B. MEETINGS WHICH COULD ADVERSELY AFFECT EMPLOYMENT

Whenever any teacher is required to appear before any administrator, BOARD, or any committee member, representative, or agent thereof, concerning any matter which could adversely affect the continuation of the teacher's office, position, employment, salary, or any increments pertaining thereto, that teacher shall be given prior written notice and shall be entitled to have a representative of the ASSOCIATION present to advise and represent said teacher during such meetings or interviews. Any suspension of a teacher pending charges shall be with pay. If and when a teacher is found guilty all pay received during the suspension shall be returned to the BOARD.

C. EVALUATION OF STUDENTS

The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Hamburg School District based upon the teacher's professional judgment of available criteria pertinent to any given subject area or activity to which that teacher is responsible. No grade or

evaluation shall be changed without justification to that teacher.

D. CRITICISM OF TEACHERS

Questions or criticisms, by the Superintendent or a supervisor of a teacher and/or the instructional methodology of that teacher shall be made in confidence and not in the presence of students, parents, or other public gatherings.

E. PERSONAL RECORDS

All teachers shall have the right, upon request, to review the content of their personnel file and to make copies with BOARD equipment of any documents contained therein. Teachers shall be entitled to have a representative of the ASSOCIATION present during such reviews. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in the personnel file which are believed to be inappropriate. Said documents shall then be reviewed by the Superintendent/designee and if found obsolete or otherwise inappropriate, these documents shall then be properly discarded or amended in writing.

F. DEROGATORY MATERIAL

1. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the personnel file unless the teacher has had an opportunity to review such material. The teacher shall acknowledge said opportunity to review such material by affixing the proper signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The

teacher shall also have the right to submit a written response to such material which shall then be reviewed by the Superintendent /designee and attached to the file copy.

2. If a teacher refuses to sign derogatory material, the Superintendent shall request that the ASSOCIATION representative and BOARD representative sign the said material, and said material shall then be placed in the file.

G. NO SEPARATE FILE

The BOARD agrees to protect the confidentiality of personnel references, academic credentials, and other similar documents, and shall therefore not establish any separate personnel file.

ARTICLE VI

NON-DISCRIMINATION

A. The BOARD and the ASSOCIATION agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, age, disability or political affiliation.

B. The BOARD and the ASSOCIATION agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the BOARD or the ASSOCIATION against any employee because of the employee's membership or non-membership or activity or non-activity in the ASSOCIATION.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A. TEACHER DAY

The regular workday for certificated employees shall consist of seven (7) hours and five (5) minutes which shall include instructional, preparational, and a duty-free lunch period. On Fridays or on days preceding holidays or vacation, the employees' day shall end at the close of the pupil's day unless otherwise announced.

B. LUNCH PERIODS

1. All teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.

2. Leaving the Building

Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods but must inform the office upon leaving and returning.

C. MEETINGS

1. Prior to Holidays and Weekends

Every effort shall be made to avoid scheduling meetings, which take place after the regular workday and which require attendance, on Fridays or on any day immediately preceding holidays, or other days upon which teacher attendance is not required at school.

2. Summer Months

Teachers required to attend Child Study Team I.E.P. meetings during the summer months shall be paid at the rate of \$40.00 per hour.

3. Faculty

Teachers may be required to remain after the end of the regular workday, without additional compensation, to attend up to sixteen (16) after school meetings per school year (no more than one (1) in December and no more than one (1) in June), which shall last one (1) hour each. An agenda will be provided and faculty may leave upon conclusion of the meeting.

D. INCLEMENT WEATHER

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

E. DEFINITION OF IN-SCHOOL WORK YEAR

The work year shall include days when pupils are in attendance, orientation days, and any other days which teacher attendance is required. The teacher work year shall be 183 days per school year. This includes a full day preceding the first day of school for the pupils. One-half of the first full day will be for orientation/meetings and the other one-half of the day will be for teacher preparation. In addition to the regular 183-day year, members of the Child Study Team shall be required to work up to ten (10) additional days as needed throughout the school year and summer to attend to Child Study Team needs. This includes, but is not limited to, completing evaluations, attending meetings, mediations and hearings and participate in other matters as deemed necessary by the Superintendent. If more than ten (10) days are needed, such days must be approved by the Board upon the recommendation of the Superintendent. Child Study Team members shall be paid their per diem rate for such

additional days.

F. MONITORING DUTIES

1. The regularly employed teaching staff shall be expected to perform bus duty, cafeteria, playground/recess duties, lunch/detention and study hall duties, and these duties shall be of equal scheduling as determined by the Superintendent. These duties, with the exception of detention, shall not exceed the teacher workday as described in Article VII, Section A, TEACHER DAY. Whenever possible, scheduling shall be made at least one (1) month in advance of any duties performed.

2. The regularly employed teaching staff shall be expected to perform detention duties. These duties shall be on a rotating schedule, Tuesday through Thursday, and shall not exceed 4:00 pm. These duties shall be proportionately scheduled by the Superintendent as determined by the teacher work load, which shall be defined as "The direct supervision of children". Whenever possible, scheduling shall be made at least one (1) month in advance of any duties performed. A stipend of \$35.00 will be paid to teachers who perform "after school" detention duties.

3. The required supervision of evening duties shall be secured solely through volunteer persons, who shall be compensated as follows:

a) Parental / Informational seminars or meetings: \$85.00, which shall increase by \$5.00 to \$90.00 effective July 1, 2004.

b) Supervision of the students at an evening program: \$60.00, which shall increase by \$5.00 to \$65.00 effective July 1,

2004.

c) Conducting an evening program involving the students, including their supervision: \$85.00, which shall increase by \$5.00 to \$90.00 effective July 1, 2004.

d) Field trips:

Returning after 3:00 PM but before 4:30 PM - no stipend

Returning after 4:30 PM but before 5:30 PM - \$35.00

Returning after 5:30 PM but not before 8:00 PM - \$80.00

Returning after 8:00 PM - \$175.00

All teachers shall be released from the duty of collecting monies for various programs and/or activities throughout the school year with the exception of the following: Specific classroom activities that would apply just for that grade.

G. PREPARATION TIME

Teachers shall have an average of one (1) preparational period per work day, each of which to be at least of a forty (40) minute duration, during which they shall not be assigned any other duties.

H. TUTORING DUTIES

All teachers, when reasonably requested, shall be available during the week to tutor. No teacher will be required to stay beyond 3:30 P.M for tutoring.

I. BACK TO SCHOOL NIGHT

All regularly employed teachers shall attend the annual Back to School Night.

J. PARENT/TEACHER CONFERENCES (Article VII)

All regularly employed teachers shall attend four evening

parent/teacher conferences and four afternoon parent/teacher conferences each year as follows: Administration shall select two days Monday-Thursday, in the fall. On these two days, there will be an early dismissal for students and conferences will take place between 1:30 p.m. and 3:00 p.m. and 7:00 p.m. and 8:30 p.m. The Friday of that week shall be an early dismissal for both students and faculty. The same procedure shall be utilized in the Spring.

K. EARLY DISMISSAL

Early dismissal days shall be scheduled on the last school day prior to Christmas and Thanksgiving. The two (2) days prior to the last school day shall be early dismissal for students. On the last student day of the year, teachers shall have a dismissal time as set for single session days for students.

L. SIGN-IN/SIGN OUT PROCEDURE

The Board shall have the right to establish a sign-in/sign-out procedure whereby all bargaining unit members may be required to sign in and/or sign out when they are leaving school premises during the school day.

ARTICLE VIII

TEACHER EMPLOYMENT

A. NOTIFICATION

Upon employment the Superintendent shall report to the ASSOCIATION in writing the certificates and degrees held, major and minor fields of study, and prior experience of each new teacher.

B. NOTIFICATION OF CONTRACT

Employees shall be notified of their contract and salary status for the ensuing year no later than May 15th of the current academic year. Teachers shall in turn, notify the BOARD of their intentions for the ensuing year no later than May 31st of that same year.

C. PLACEMENT ON SALARY SCHEDULE

1. Upon initial appointment, a teacher's salary or placement on the guide shall be negotiated between the BOARD and the teacher candidate.

2. Adjustment of Salary Schedule

Returning teachers shall be placed on the proper step of the salary schedule at the beginning of each academic year. Any teacher employed prior to February 1st of any academic year shall be given full credit for one (1) year of service toward the next increment step for the following year.

D. EXTRA-CURRICULAR

1. If there are no qualified applicants from within the district, for an extra-curricular position, the Board shall advertise for qualified applicants from outside the district. In addition to meeting the Board's qualification, the candidates must satisfy the New Jersey teaching certificate requirements that may apply.

2. Any outside candidate so selected shall be compensated in accordance with extra-curricular guides.

3. If the Board is unable to employ a qualified candidate from out of the district, the Board may assign a qualified teaching staff member from within the district. Initial

assignments to extra-curricular duties will be based upon the application of the Board's qualifying criteria for the position to develop a candidate pool.

4. The candidates will be ranked in descending order with the most qualified #1. The final selection will be made from the pool using reverse seniority against the pool rank order. Selection shall be made from the top three candidates.

5. In District teachers shall not be involuntarily assigned to extra-curricular for one year consecutively or alternatively until all qualified candidates in the pool have been assigned and then assignments may be repeated if required. Prior to reassignment, steps 1, 2, 3, and 4 must be repeated.

6. The Board reserves the right to establish the qualification criteria for extra-curricular positions in accordance with the provisions of the law.

ARTICLE IX

SUBSTITUTES

A. If a qualified substitute is not available, the Superintendent may assign these duties to a regularly employed teaching staff member. Any teacher so assigned will be compensated for assuming these duties. The full daily rate as noted below will apply for assuming the duties of the entire class of the absent teacher for the full day. For less than the full class compensation shall be equal to the following:

$$K-5 (N/Cs) (X) = Y$$

$$6,7,8 (N/Cs) (P/7) (X) = Y$$

N = Number of Students
Cs = Total class size
P = Periods

Y = Amount of Compensation
X = \$70.00

At no time shall the aggregate amount for each case exceed the total amount negotiated.

B. COVERAGE

The BOARD shall make every reasonable effort to provide substitutes for all personnel in all departments, including special teachers and nurses.

ARTICLE X

TEACHER FACILITIES

A. LISTING OF FACILITIES

During the academic year, the BOARD shall provide the following facilities to all teachers:

1. Space in each classroom in which instructional materials and supplies may be stored.

2. A serviceable desk, chair and filing cabinet for exclusive teacher use.

3. A working communication system linking the main office with the classroom(s).

4. A lighted and cleaned restroom, separate from the students' restroom.

5. Closet space to store coats, overshoes, and personal articles.

6. Off street parking facilities, when physically available and economically practical, with parking spots to be designated on a seniority basis.

ARTICLE XI

TEACHER ASSIGNMENT

A. NOTIFICATION DATE FOR PRESENTLY EMPLOYED TEACHERS

Except in cases of emergency, all teachers shall be given written notice of their class and/or subject assignments, building assignments, and room assignments for the forthcoming year no later than June 30th of the current academic year.

B. REVISIONS

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 30th, the teacher affected and a representative of the ASSOCIATION shall be notified promptly in writing and upon request of the teacher, the changes shall be reviewed between the Superintendent and the teacher affected, accompanied by a representative of the ASSOCIATION if so desired by the affected teacher.

C. ASSIGNMENT CRITERIA

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall only be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Education.

ARTICLE XII

NON-TENURED TEACHER EVALUATION

A. FREQUENCY

All non-tenured teachers shall be evaluated by the Superintendent/designee at least four (4) times in each academic year. Each evaluation to be followed by a written evaluation and conference between the teacher and the Superintendent/designee for the purpose of identifying any deficiencies and extending assistance for the correction and improvement of instruction.

B. GENERAL CRITERIA

1. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly.

2. Evaluation by Certificated Supervisors

Except in cases of emergency, teachers shall be evaluated only by persons who are currently certified by the New Jersey State Board of Examiners to supervise instruction and who are currently employed on a full-time basis by the BOARD.

3. Copies of Evaluation

A teacher shall be given a copy of any class visitation or any evaluation report prepared by an evaluator at least one (1) day before any conference is scheduled to discuss these issues. No such report shall be submitted to the central office, placed in the teacher's personnel file, or otherwise acted upon, without prior conference with that teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

C. EVALUATION PROCEDURE

1. Communication

Prior to any evaluation report, the Superintendent shall have had appropriate communication with the teacher which shall include all steps in Par. 2, Article XII, Section C, of this agreement.

2. Reports

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

a. Such reports shall be issued in the name of the Superintendent based on a compilation of reports and observations by any or all supervisory personnel who come in contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teacher.

c. Such reports shall be written and shall include, when pertinent:

(1) Teacher strengths evidenced during the period since the previous report.

(2) Weaknesses of the teacher as evidenced during the period since the previous report.

(3) Specific suggestions as to measures which the teacher might take to improve performance in each of the areas wherein weaknesses have been indicated.

D. TERMINATION OF EMPLOYMENT

Final evaluation of a teacher upon termination of employment shall be concluded prior to severance, and no documents and/or other materials shall be placed in the personnel file of any teacher after severance of otherwise, than in accordance with the

procedure set forth in this Article.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

A. CHILD REARING LEAVE

The Board shall grant child rearing leave of absence, without pay, immediately following the conclusion of sick leave associated with childbirth or commencing on a date following the birth of the child, to any tenured employee upon request, in accordance with applicable statutes, regulations and State agency decisions. It is understood that accumulated sick leave may be used only for disability purposes when associated with maternity leave, in accordance with medical verification.

Employees, upon written request, shall be granted a leave of absence, without pay, for child rearing purposes for a maximum of one calendar year following the birth of the child, except such leave shall end the first natural break in the school year (i.e. marking period, semester) following the end of the calendar year. The Board, upon request from the employee, may grant up to another year of absence without pay. Employees shall confirm intent to return or request an extension, in writing, at least sixty (60) days prior to the conclusion of the leave. Employees adopting a child shall receive similar leave. Any employee, upon beginning the adoption process, shall notify his/her C.S.A. of his/her intent to apply for a leave of absence upon custody of the child. A sixty day written notice shall be given. An employee who requests less time will be granted such request if a replacement can be found.

B. BENEFITS

All benefits to which a teacher is entitled at the time an approved leave of absence commences shall be suspended during such leave and shall be restored upon return; however, any teacher on a leave of absence approved by the BOARD, may continue under BOARD health insurance plans for a maximum one (1) school year. Group health care benefit premiums shall be paid by the employee thirty (30) days in advance of the BOARD's payment schedule. This payment schedule shall be provided by the BOARD Secretary prior to commencement of the approved leave of absence.

ARTICLE XIV

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. NOTIFICATION OF VACANCIES

1. Date

No later than July 1st of each year, the Superintendent shall make known to the faculty a list of known vacancies. Faculty members will notify the Superintendent within ten (10) days after their notice of contract renewal as to whether or not they accept said renewal.

2. Filing Requests

Teachers who request a change in grade and/or subject assignment must file a written statement of such requests with the Superintendent by May 15th, of the current academic year.

3. Written Notification

As soon as reasonable as and no later than July 30th, the Superintendent shall present to the ASSOCIATION a system-wide schedule showing the names of all teachers who have been reassigned or transferred.

ARTICLE XV

MISCELLANEOUS PROVISIONS

A. SEPARABILITY

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

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the BOARD and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. PRIVATE NEGOTIATIONS

The negotiations between the BOARD and the ASSOCIATION shall be conducted in private.

D. MODIFICATION

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

ARTICLE XVI

ABSENCE FOR PERSONAL ILLNESS

A. DEFINITION

Absence is defined as away from post or duty because of personal disability due to illness or injury, or because of exclusion from school by medical authorization because of a contagious disease in the immediate family household.

B. SICK DAYS

1. All teachers shall be granted the statutory ten (10) sick days yearly. In addition, there will be two (2) additional accumulative days provided for use as sick and/or family illness.

2. If a tenured teacher has exhausted their accumulative sick leave and personal days, they shall be granted, if requested, the ability to use in advance up to twelve (12) sick days from the following year's provision to cover extended illness. If the teacher uses the next year's days and leaves for other than retirement reasons, they shall reimburse the BOARD the expenditure granted. The teacher shall sign a promissory note at the time payment is made.

C. ACCUMULATION

If fewer than twelve (12) school days of allowed sick leave is taken in any academic year, the number of days not used shall then be cumulative without limit.

D. ABSENCE ON SICK LEAVE

Absence on sick leave shall be charged first to the twelve (12) day allowance for the current academic year until it is fully utilized, and thereafter, to the cumulative credit to the

extent that such credit is available to the individual teacher.

E. NOTIFICATION OF ACCUMULATION

An individual statement of accumulated sick leave for all employees covered by this agreement shall be provided by the BOARD Secretary to each individual member at the start of each school year.

ARTICLE XVII

TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVE

Each academic year teachers shall be entitled to the following temporary leaves of absence with full pay.

1. Death

Up to five (5) days shall be granted at any time in the event of the death of a teacher's child, spouse, parent, father-in-law, mother-in-law, brother and sister, grand-parent, grandchild, and one day leave due to death of other family members. This leave is to be started within five working days following the death, unless otherwise approved by the C.S.A. These days shall not be permitted to accumulate.

2. Personal Days

Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during working hours shall be granted during each academic year. Two unused personal days per academic year shall be allowed to accumulate and shall then take the status of unused sick days. Except in cases of emergency, personal days shall be used with notification to the Superintendent of at least three (3) work days in advance of the day requested, with only one (1) personal day to be taken on Monday and one (1) personal day to be taken on a Friday per academic year. The restriction or use of a personal day on Monday/Friday shall be suspended for the 1997-98 school year. The Board shall review the use of personal days and may exercise the option to continue or discontinue the suspension of

the restriction. The Board will communicate its decision prior to the end of the school year. Except in cases of emergency, the following days shall be excluded from the personal day use: the day prior to and the day following all school scheduled vacations, which shall include Thanksgiving, Christmas, Winter, Spring, and Easter. The use of an excluded day shall result in the loss of that day's pay. Emergency shall be defined as, "an extraordinary personal occurrence that could not be addressed on any other day." Except in cases of emergency, multiple days requested must have prior approval of the Superintendent. Notification shall be in writing, and shall be presented at least five (5) school days prior to date requested. Response from the Superintendent shall also be in writing and rendered within three (3) school days after the receipt of the request.

B. IN ADDITION TO SICK LEAVE

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XVIII

HEALTH CARE COVERAGE

A. Health care coverage shall include New Jersey Blue Cross, Shield, Rider J and Major Medical benefits or their equivalent and a Dental Plan as mutually agreed for teaching staff members as described in Article I, and eligible dependents, shall be provided by the BOARD.

B. Payroll Deductions

1. Effective July 1, 2006, all employees covered by this Agreement shall contribute five (5%)percent toward the cost of dependant coverage if they choose other than single coverage. The five (5%) percent contribution will be deducted in equal amounts from each paycheck.

ARTICLE XIX

UNUSED SICK LEAVE

A. RETIREMENT BENEFITS

1. Upon actual retirement, pursuant to the requirements of the "Teachers' Pension Annuity Fund" teachers who have completed fifteen (15) years service in the Hamburg School District shall be eligible for 100% of their unused sick days at \$70.00 per day to a maximum of \$12,000.00 per employee, provided that the proper filing process to draw pension annuity be completed according to the rules of the Teachers' Pension Annuity Fund. If preceding requirements are not met, the BOARD shall not be obligated to apply this benefit.

2. This benefit shall be paid out no later than the 15th of July of the following fiscal year; however, effective July 1, 2004, notice of retirement will be given to the Board Secretary by January 1 of the year in which the retirement will take place, or the payment may be delayed until the following school year.

ARTICLE XX

SALARIES

A. METHOD OF PAYMENT

1. Ten (10) Month

Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly payments on the 15th and last working day of each month.

2. Newly Hired Teachers

Except in cases of emergency, all newly hired teachers who start employment on or before the seventh day of the month shall receive their first paycheck in the first pay period of that same month. All newly hired teachers who start employment after the seventh day of the month shall receive their first paycheck in the last pay period of that same month.

3. Exceptions

When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paycheck on the last previous working day.

4. Final Pay

Teachers shall receive their final checks on the last working day in June. The salaries of all personnel covered by this agreement are set forth in Schedule A which is attached hereto and made a part thereof.

B. ADDITIONAL CREDITS

1. Any regularly full-time employed teacher who has achieved fifteen (15) graduate school credits beyond the B.A. degree on or before June 30, 1986, shall receive \$500.00 in addition to basic salary.

2. Any regularly employed full-time teacher who has achieved thirty (30) graduate school credits beyond the B.A. degree on or before June 30, 1986, shall receive \$1,000.00 in addition to basic salary.

3. Any regularly employed full-time teacher who has achieved fifteen (15) graduate school credits beyond the M.A. degree on or before June 30, 1986, shall receive \$500.00 in addition to basic salary.

4. Any regularly employed full-time teacher who has achieved thirty (30) graduate school credits beyond the M.A. degree on or before June 30, 1986, shall receive \$1,000.00 in addition to basic salary.

5. All semester hours of graduate credit shall be reimbursed by the BOARD at the Rutgers in state graduate per credit rate. Reimbursement shall not exceed six (6) graduate credits per semester, nor shall it exceed eighteen (18) graduate credits per teacher for any fiscal year. It is further agreed that total reimbursement shall not exceed \$12,000.

6. Claims for reimbursement must be submitted within 20 working days of receipt of transcript by the employee and must be accompanied by proof of payment.

7. Available funds will be distributed at the end of the

school year and divided equally among all teachers who have taken approved courses, in accordance with the number of credit hours taken.

C. EXTRA DUTY POSITIONS

When the BOARD and ASSOCIATION mutually agree, the following services shall be offered as extra-duty positions and shall be compensated for at a rate of pay attached hereto and identified as schedules B and C. Each teacher performing extra duty shall be placed on the proper step each academic year. Notification of extra-duty positions shall be posted no later than July 30, with service to begin on or after September 1.

D. MID YEAR SALARY GUIDE ADJUSTMENT

The BOARD agrees to place a teacher on the next salary level with the appropriate salary increase to be effective February 1st of any academic year provided the teacher earns the required number of credits to be eligible for that level prior to February 1st. It is further understood that said teacher must submit to the Superintendent prior to October 31st, a written notice that the teacher intends to reach the next horizontal salary level by February 1st. Otherwise all salary and/or guide adjustments shall become effective September 1st of the following academic year.

A teacher shall provide proof (i.e. transcript, diploma, etc.) in order to receive a mid year salary guide adjustment.

ARTICLE XXI

PART-TIME STAFF MEMBERS

A. DEFINITION

Part-time teachers shall be defined as, "any teaching staff member whose contract is for less than 100% teaching time (less than five (5) full days per week)."

B. HEALTH CARE COVERAGE

No part-time teaching staff member employed less than twenty (20) hours per week shall have health care coverage paid for by the BOARD except for those full time teaching staff members reduced to part-time status in the future.

C. SICK LEAVE

This leave will be on a pro-rated basis. (Example - 40% will get $.4 \times 12 = 4.8$ or 5 days.)

D. PERSONAL DAYS

This leave will be on a pro-rated basis. (Example - 40% will get $.4 \times 4 = 1.6$ or 2 days.)

E. DEATH DAYS

This leave will be on a pro-rated basis. (Example - 40% will get $.4 \times 5 = 2.0$ or 2 days.)

F. PREPARATION TIME

Part time staff shall receive prep time pro-rated. For calculation of pro-ration, full time preparation time is equal to two hundred (200) minutes per five (5) day week.

G. SCHEDULED TIME

All part-time teachers shall be scheduled in a consecutive block of paid time.

ARTICLE XXII

LONGEVITY

See attached.

1. Teachers who have completed 16 years of employment in the Hamburg School District shall receive an annual amount of \$1,300.00 over and above the salary guide.

2. Teachers who have completed 20 years of employment in the Hamburg School District shall receive an annual amount of \$1,800.00 over and above the salary guide.

3. Teachers who have completed 25 years of employment in the Hamburg School District shall receive an annual amount of \$2,300.00 over and above the salary guide.

4. Teachers who have completed 30 years of employment in the Hamburg School District shall receive an annual amount of \$2,800.00 over and above the salary guide.

ARTICLE XXIII

MENTORING

1. Any opening for a "mentor" shall be posted, and the position shall be given to the most qualified applicant, within the present teaching staff, who applies.

2. Any teacher who serves as a "mentor" shall receive a stipend of \$900.00. Said stipend will be paid by the mentee unless the Board receives funding from the State, in which case the available funding will be used to pay the stipend.

ARTICLE XXIV

REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the ASSOCIATION during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the ASSOCIATION for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the ASSOCIATION as majority representative.

B. Amount of Fee/Notification

Prior to the beginning of each membership year, the ASSOCIATION will notify the BOARD in writing of the amount of the regular membership dues, initiation fees and assessments charged by the ASSOCIATION to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the ASSOCIATION in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification

On or about the 15th of September each year the BOARD will submit to the ASSOCIATION, a list of all employees in the bargaining unit. On or about December 1 of each year the ASSOCIATION shall notify the BOARD as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The BOARD will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly

representation fee in equal installments beginning with the first paycheck in January.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the BOARD before the ASSOCIATION has received the full amount of the representation fee to which it is entitled under this Article, the BOARD will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the ASSOCIATION will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the ASSOCIATION.

5. Changes

The ASSOCIATION will notify the BOARD in writing of any changes in the list provided for in paragraph 1. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the BOARD received said notice.

6. New Employees

On or about the last day of each month, beginning with the month is agreement becomes effective, the BOARD will submit to the ASSOCIATION, a list of all employees who begin their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all

such employees. The BOARD will also notify the ASSOCIATION of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment and death.

D. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken by the Board for the purpose of complying with any provision of this Article. The Association shall intervene in and defend any administrative or court litigation.

ARTICLE XXV

DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2009.

B. STATUS OF INCORPORATION

In witness whereof the ASSOCIATION and the BOARD has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seals placed hereon.

HAMBURG EDUCATION ASSOCIATION

By: _____ Pres. _____

By: _____ Sect'y. _____

HAMBERG BOARD OF EDUCATION

By: _____ Pres. _____

By: _____ Sect'y. _____

CORPORATE SEALS

SCHEDULE A

SALARY GUIDE 2006-2007

STEP

B.A.

M.A.

1-2	\$43,460	\$45,460
3	\$44,320	\$46,320
4	\$45,180	\$47,180
5	\$46,040	\$48,040
6	\$46,900	\$48,900
7	\$47,765	\$49,765
8	\$48,630	\$50,630
9	\$49,675	\$51,675
10	\$50,720	\$52,720
11	\$51,765	\$53,765
12	\$52,810	\$54,810
13	\$53,855	\$55,855
14	\$54,900	\$56,900
15	\$55,945	\$57,945
16	\$56,990	\$58,990
17	\$58,035	\$60,035
18	\$59,080	\$61,080
19	\$60,125	\$62,125
20	\$61,170	\$63,170
21	\$62,215	\$64,215
22	\$63,260	\$65,260
23	\$64,305	\$66,305
24	\$65,350	\$67,350
25	\$66,395	\$68,395
OG1		\$73,318
OG2		\$74,695

SALARY GUIDE 2007-2008

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>
1	\$44,430	\$46,680
2-3	\$45,430	\$47,680
4	\$46,430	\$48,680
5	\$47,430	\$49,680
6	\$48,430	\$50,680
7	\$49,430	\$51,680
8	\$50,430	\$52,680
9	\$51,425	\$53,675
10	\$52,425	\$54,675
11	\$53,425	\$55,675
12	\$54,425	\$56,675
13	\$55,425	\$57,675
14	\$56,445	\$58,695
15	\$57,495	\$59,745
16	\$58,545	\$60,795
17	\$59,595	\$61,845
18	\$60,645	\$62,895
19	\$61,695	\$63,945
20	\$62,745	\$64,995
21	\$63,795	\$66,045
22	\$64,845	\$67,095
23	\$65,895	\$68,145
24	\$66,945	\$69,195
25	\$67,995	\$70,245
OG1		\$74,918
OG2		\$76,295

SALARY GUIDE 2008-2009

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>
1-2	\$47,080	\$49,580
3-4	\$48,580	\$51,080
5	\$50,080	\$52,580
6-7	\$51,580	\$54,080
8-9	\$53,080	\$55,580
10-11	\$54,580	\$57,080
12-13	\$56,080	\$58,580
14-15	\$57,580	\$60,080
16-17	\$59,080	\$61,580
18	\$60,580	\$63,080
19	\$62,080	\$64,580
20	\$63,580	\$66,080
21	\$65,080	\$67,580
22	\$66,585	\$69,085
23-24	\$68,090	\$70,590
25	\$69,595	\$72,095
OG1		\$76,518
OG21		\$77,895

No increments shall be paid and no one shall be placed off guide in 2009-2010 until the parties reach an agreement on a successor agreement.

**SCHEDULE B 2006-2009
EXTRA DUTY POSITIONS**

ACTIVITY **EXPERIENCE LEVEL**

	(1)	(2)	(3)	(4)	(5)	(6)
Athletic Coordinator	\$1,200	\$1,300	\$1,400	\$1,500	\$1,550	\$1,600
Basketball	\$1,500	\$1,600	\$1,700	\$1,800	\$1,850	\$1,900
Basketball Asst.	\$1,300	\$1,400	\$1,500	\$1,600	\$1,650	\$1,700
Cheerleading*	\$1,500	\$1,600	\$1,700	\$1,800	\$1,850	\$1,900
Cheerleading Asst.*	\$1,300	\$1,400	\$1,500	\$1,600	\$1,650	\$1,700
Wrestling	\$1,700	\$1,800	\$1,900	\$2,000	\$2,050	\$2,100
Wrestling Asst.	\$1,500	\$1,600	\$1,700	\$1,800	\$1,850	\$1,900
Soccer	\$1,400	\$1,500	\$1,600	\$1,700	\$1,750	\$1,800
Soccer Asst.	\$1,200	\$1,300	\$1,400	\$1,500	\$1,550	\$1,600
Softball	\$1,300	\$1,400	\$1,500	\$1,600	\$1,650	\$1,700
Softball Asst.	\$1,100	\$1,200	\$1,300	\$1,400	\$1,450	\$1,500

*If extended season is required, an additional stipend of \$200 for Head Cheerleading Advisor and \$150 for Assistant Cheerleading Advisor shall be paid.

Any individual moving from Head Coach (Advisor) to Assistant shall receive credit on the guide for each year of service as an assistant.

Any individual moving from Assistant Coach (Advisor) to Head Coach (Advisor) shall receive credit on the guide for one year for every two years served PLUS 1. For example, if an individual served 4 years as an assistant, he/she shall be put on step 3 (4 divided by 2 plus 1) of the Head Coach (Advisor) line of the guide.

**SCHEDULE C 2006-2009
CO-CURRICULAR ACTIVITIES**

ACTIVITY	EXPERIENCE LEVEL					
	(1)	(2)	(3)	(4)	(5)	(6)
A.V.A.	\$1,100	\$1,200	\$1,300	\$1,400	\$1,450	\$1,500
Computer Technology Advisor	\$1,200	\$1,300	\$1,400	\$1,500	\$1,550	\$1,600
Drama	\$1,300	\$1,400	\$1,500	\$1,600	\$1,650	\$1,700
Drama Asst.	\$1,000	\$1,100	\$1,200	\$1,300	\$1,350	\$1,400
Track (Intramural)	\$ 900	\$1,000	\$1,100	\$1,200	\$1,250	\$1,300
Track Asst. (Intramural)	\$ 700	\$ 800	\$ 900	\$1,000	\$1,050	\$1,100
Soccer (Intramural)	\$ 900	\$1,000	\$1,100	\$1,200	\$1,250	\$1,300
Volleyball (Intramural)	\$ 900	\$1,000	\$1,100	\$1,200	\$1,250	\$1,300
Field Hockey Coach	\$ 900	\$1,000	\$1,100	\$1,200	\$1,250	\$1,300
Safety Patrol	\$ 750	\$ 850	\$ 950	\$1,050	\$1,100	\$1,150
School Lit. Magazine	\$ 800	\$ 900	\$1,000	\$1,100	\$1,150	\$1,200
Year Book	\$ 800	\$ 900	\$1,000	\$1,100	\$1,500	\$1,200
Band	\$ 900	\$1,000	\$1,100	\$1,200	\$1,250	\$1,300
Chorus	\$ 900	\$1,000	\$1,100	\$1,200	\$1,250	\$1,300
Environmental Club	\$ 900	\$1,000	\$1,100	\$1,200	\$1,250	\$1,300
8 th Grade Class Advisor	\$ 650	\$ 750	\$ 850	\$ 950	\$1,000	\$1,050

Curriculum Writing: \$ 450 per subject plus \$ 50 for typing.

Child Study Team Coordinator shall receive an annual stipend of \$10,000.00.

Any individual moving from Head Coach (Advisor) to Assistant shall receive credit on the guide for each year of service as an assistant.

Any individual moving from Assistant Coach (Advisor) to Head Coach (Advisor) shall receive credit on the guide for one year for every two years served PLUS 1. For example, if an individual served 4 years as an assistant, he/she shall be put on Step 3 (4

divided by 2 plus 1) of the Head Coach)Advisor line of the guide.