



**AGREEMENT**

**Between:**

**HENRY HUDSON REGIONAL BOARD OF EDUCATION  
MONMOUTH COUNTY, NEW JERSEY**

**and**

**HENRY HUDSON REGIONAL EDUCATION ASSOCIATION**

**July 1, 2008  
through  
June 30, 2009**

**-and-**

**July 1, 2009  
Through  
June 30, 2012**

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## **PREAMBLE**

This agreement entered into the \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the BOARD OF EDUCATION OF THE HENRY HUDSON REGIONAL SCHOOL DISTRICT, the Borough of Highlands, New Jersey, hereinafter called the "Board," and the HENRY HUDSON REGIONAL EDUCATION ASSOCIATION, INC., hereinafter called the "Association"

## **ARTICLE I**

### **RECOGNITION**

A. The Board hereby recognizes the Association as the executive and sole representative for collective negotiations concerning the terms and conditions of employment for all full time certificated personnel whether under contract, on leave or employed by the Board including:

1. Teachers
2. Librarian
3. Guidance Personnel
4. Nurse
5. Psychologist
6. Social Worker
7. Head Guidance Counselor

but excluding:

1. Superintendent
2. Business Administrator/Board Secretary
3. Director of Student Personnel Services
4. Child Study Team Director
5. Vice Principal
6. Secretary to Business Administrator/Board Secretary
7. Board of Education Bookkeeper
8. Secretary to Superintendent
9. Secretary to Vice Principal
10. Attendance Officer
11. Bus Drivers
12. Supervisors
13. All other secretaries and clerks
14. Substance Awareness Coordinator
15. Substance Awareness Counselor

B. Unless otherwise indicated, the term teacher, when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

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

#### B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention of the Association provided the adjustment is consistent with the terms of this Agreement.

#### C. PROCEDURE FOR INDIVIDUAL GRIEVANCES

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

4. Any professional employee who has a grievance shall appeal it orally to his immediate superior and if necessary, continue the appeal to the next person in line until reaching the School Superintendent.
5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
6. If, as a result of the discussion with the Superintendent, the matter is not resolved to the satisfaction of the employee, he shall then, within five (5) school days, set forth his grievance in writing to the Superintendent specifying
  - a. the nature of the grievance
  - b. the results of previous discussions
  - c. his dissatisfaction with decisions previously rendered.
7. If the grievance is not resolved to the teacher's satisfaction, he, no later than three (3) school days after receipt of the Superintendent's decision may request a review by the Board. The Board, or a committee thereof, shall render a decision in writing within twenty (20) school days of receipt of the grievance by the Board.
8. Should the Association be dissatisfied with the decision on the grievance rendered by the Board, it may be a written dated notice to the Board not later than ten (10) school days following the rendering of the Board's decision, refer the grievance to binding arbitration.
9. Within ten (10) school days following the reference to arbitration, either party shall have the right to apply to the American Arbitration Association to appoint the arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by the American Arbitration Association.
10. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearings, or, if oral hearings have been waived, then from the date of the transmitting of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions

- a. 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;
  - b. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.
11. The arbitrator's fee will be shared equally by the parties to the dispute.
  12. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take action complained of, subject, however, to the decisions of the arbitrator.
  13. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants until final disposition of the grievance.

### **ARTICLE III**

#### **EMPLOYEE AND ASSOCIATION RIGHTS AND PRIVILEGES**

##### **A. INFORMATION**

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

##### **B. RELEASED TIME FOR MEETINGS**

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

##### **C. USE OF SCHOOL BUILDINGS**

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

D. USE OF SCHOOL EQUIPMENT

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

**ARTICLE IV**

**SALARIES**

A. EXPERIENCE CREDIT

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

B. PROFESSIONAL GROWTH

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

C. MISCELLANEOUS

1. Only the duly attested transcript or other official notice of completed work from the college or educational institution will be accepted for training classifications.
2. The Superintendent shall be notified immediately of any change of training classification; changes will be reported by September 15 and February 15 to take effect the next pay period.
3. A teacher on leave of absence will be classified upon returning on the basis of the years of service at the time the leave began. On the other hand, if the leave is granted for the purpose of further study, the time required therefore will be credited toward the years of experience.

D. **SALARIES AND OTHER REMUNERATION**

The salaries and other remuneration of all teachers covered by this Agreement are set forth in Schedule A and B which are attached hereto and made a part hereof.



E. PAYMENT SCHEDULE

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
2. Teachers, as a group, may elect to have ten (10) percent of their monthly salary deducted from their pay for summer savings.
3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
4. Teachers shall receive their final checks on the last working day of June.
5. The Board will reimburse the employees for any interest or penalties accrued as a result of any late payments to MON-OC.
6. The Board agrees to implement the following at the beginning of 1979-80 school year. Pay and expenses for required training; to pay the full cost of tuition and mileage incurred in connection with any courses, seminars, conferences, in-service training sessions or other such sessions which a teacher is required by the administration to complete.

**ARTICLE V**

**SICK LEAVE**

A. As of September 1, 1970, all teachers employed shall be entitled to one day sick leave per month of contract time as of the first official day of the school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Teachers on leave without pay will not accrue sick leave.

B. Non-accumulative additional sick leave benefits may be allowed to teachers notifying upon return on the required form and so notifying the department supervisor when calling in accordance with the following schedule:

1. Two (2) days annually, for sickness in the immediate family of the employee limited to mother, father, wife/husband, children or member of household.

C. Whenever a teacher shall be absent five (5) or more consecutive days because of illness, the Superintendent may request, within three (3) days to the last day of absence, a doctor's certificate as to the reason for the absence.

D. Teachers shall be given a written notification of accumulated sick days no later than October 15th of each school year.

**E. For the 2008-2009, 2009-2010, 2010-2011 and 2011-2012 school years the rate of pay for Cumulative sick leave at TPAF service or early retirement within 15 years in the district will be paid at the rate of \$100/day to a maximum of \$10,000.**

**For the 2008-2009 school year paid at the rate of \$100/day to a maximum of \$10,000.00.** Payment under these terms shall be made by the Board of Education in July 2009.

For the 2008-2009 school year notification of intention to retire must be given to the Board not later than March 1<sup>st</sup> for sick leave payments to be made the following July 1<sup>st</sup>. Failure to notify by March 1<sup>st</sup> does not forfeit entitlement, but it will defer payment an additional fiscal year. In the event of a full or partial RIF, tenured persons will have the option of being paid for sick leave at the rate of \$75 per day, or retaining the sick leave with recall rights.

**For the 2009-2010 school year paid at the rate of \$100/day to a maximum of \$10,000.00.** Payment under these terms shall be made by the Board of Education in July 2010.

For the 2009-2010 school year notification of intention to retire must be given to the Board not later than March 1<sup>st</sup> for sick leave payments to be made the following July 1<sup>st</sup>. Failure to notify by March 1<sup>st</sup> does not forfeit entitlement, but it will defer payment an additional fiscal year. In the event of a full or partial RIF, tenured persons will have the option of being paid for sick leave at the rate of \$75 per day, or retaining the sick leave with recall rights.

**For the 2010-2011 school year paid at the rate of \$100/day to a maximum of \$10,000.00.** Payment under these terms shall be made by the Board of Education in July 2011.

For the 2010-2011 school year notification of intention to retire must be given to the Board not later than March 1<sup>st</sup> for sick leave payments to be made the following July 1<sup>st</sup>. Failure to notify by March 1<sup>st</sup> does not forfeit entitlement, but it will defer payment an additional fiscal year. In the event of a full or partial RIF, tenured persons will have the option of being paid for sick leave at the rate of \$75 per day, or retaining the sick leave with recall rights.

**For the 2011-2012 school year paid at the rate of \$100/day to a maximum of \$10,000.00.** Payment under these terms shall be made by the Board of Education in July 2012.

For the 2011-2012 school year notification of intention to retire must be given to the Board not later than March 1<sup>st</sup> for sick leave payments to be made the following July

1<sup>st</sup>. Failure to notify by March 1<sup>st</sup> does not forfeit entitlement, but it will defer payment an additional fiscal year. In the event of a full or partial RIF, tenured persons will have the option of being paid for sick leave at the rate of \$75 per day, or retaining the sick leave with recall rights.

- F. To be paid for perfect attendance:
- \$600 for perfect attendance in 2008-2009
  - \$600 for perfect attendance in 2009-2010
  - \$600 for perfect attendance in 2010-2011
  - \$600 for perfect attendance in 2011-2012

G. In the event of death of a teacher while under contract, if he or she has served in the district for a minimum of five (5) years, payment for accumulated sick leave at the designated rate shall be made in a lump sum to his or her designated beneficiary.

## **ARTICLE VI**

### **TEMPORARY LEAVES OF ABSENCE**

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

4. Permission will not be granted to allow teachers to leave school early to take summer vacations.
5. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

## **ARTICLE VII**

### **PERSONAL DAYS**

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

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

## **ARTICLE VIII**

### **EXTENDED LEAVES OF ABSENCE**

- A. Any teacher under tenure adopting an infant child may become eligible for maternity leave. This leave shall commence upon the teacher's receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for the adoption. The teacher shall notify the Superintendent at the time the teacher has received approval for adoption of an infant.
- B. Leaves of absence without pay may be granted as the Board of Education may decide.
- C. Any teacher granted a leave of absence for a complete school year (September-June) shall notify the Superintendent in writing by April 30th regarding his intentions for the next school year.

D. Any teacher granted a leave of absence during a school year must notify the Superintendent in writing 60 days before the expiration of the leave of his intentions of returning to his position.

E. If notification is not received in accordance with above guidelines it is assumed that the teacher will not be returning to his position.

## ARTICLE IX

### SABBATICAL LEAVE

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

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

7. The Board shall grant sabbatical leaves so that no more than one (1) member of the faculty shall be on sabbatical leave status at any given time.
8. Sabbatical leave will be granted for one half (½) contract year at one half (½) pay. The leave shall be limited to the length for which the sabbatical leave is approved.
9. Salary shall be paid to faculty member while on approved sabbatical leave on a pro-rated basis for the duration of the leave according to the following schedule:
  - a. One-half pay for the full contract year.
  - b. One-half (½) contract year at one half (½) pay
10. All fringe benefits in effect at the time a sabbatical leave commences shall continue in force for all teachers while on approved leaves.
11. Reimbursement will be made to the Board of Education if the faculty member resigns within two (2) years from the date of return for any reason other than disability or death. Such payment shall be made within twenty-four (24) months following termination or separation from the school district and shall be secured by a promissory note originally affected upon entering any period of sabbatical leave.

## ARTICLE X

### INSURANCE PROTECTION

A. At the beginning of the 1982-83 school year, the Board after consultation and agreement with the Association regarding appropriate insurance carriers, shall provide the health-care insurance protection designated below. The Board shall pay the full family premium for each full-time teacher, employed before July 1, 1993.

1. For each teacher who remains in the employ of the Board the full school year, and is contractually obligated to return the following school year, the Board, shall make payments of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. For teachers not returning the following year, payments for premiums shall terminate on the expiration of their contract. In the event of a full or partial R.I.F. the Board shall continue all dental, prescription and health insurance coverage for affected employees until September first.
2. **The Board will pay for single dental coverage for retirees whose**

**retirement is effective after July 1, 2006. The Board will pay for single Dental and Prescription for retiree's whose retirement is effective after June 30, 1986 to June 30, 2005.**

3. A health-care insurance program shall be contracted with the Horizon Blue Cross/Blue Shield of New Jersey.
  4. If employee waives health benefit coverage, employee will receive 25% cost in a lump payment in June of school year.
  5. Effective as soon as possible, Horizon Blue Cross/Blue Shield, Blue Card PPO shall become the benchmark plan. The Board shall provide 100% of the premium cost of the PPO plan with dependent coverage for all tenured employees. All non-tenured employees hired prior March 1, 2006, will maintain full family coverage at the Board's expense. **All employees hired after March 1, 2006, will receive PPO employee only coverage of health, dental, and prescription benefits for the first three years.** Employees may purchase dependent coverage at their own expense through payroll deduction. Upon receiving tenure, employees will receive family coverage of health, dental, and prescription benefits at the Board's expense. Employees presently in traditional plan may elect traditional coverage for which the Board shall pay 50% of the difference between traditional and PPO coverage (plus cost of PPO coverage). Employee shall be responsible for remaining 50% of the difference between traditional and PPO by payroll deduction.
- B. Beginning with the school year of July 1, 2010, the health benefits provided by the Board shall change from the current PPO to the "Direct Access Design 7" health benefits program provided by Horizon Blue Cross Blue Shield.
1. **Effective as soon as possible doctor office co-payment visit will be \$10.**
- C. The Board shall enter into an agreement with a mutually agreeable company to provide members of the unit and their dependents with dental insurance protection. The Board agrees to contribute to such plan, from the date it becomes effective, the established rate monthly for each member of the unit. Coverage for each member of the unit and his dependents shall commence only after the individual member makes application for said coverage and executes the necessary enrollment card.
- D. For the school year of July 1, 2011, through June 30, 2010, there shall be a contribution of 1.5% of each person's salary for health insurance as per the statute effective May 21, 2010.

E. Effective as soon as possible the Board shall enter into an agreement with a mutually agreeable company to provide members of the unit and their dependents with **prescription coverage**. The Board agrees to contribute to such plan, from the date it becomes effective, the established rate monthly for each member of the unit. Coverage for each member of the unit and his dependents shall commence only after the individual member makes application for said coverage and executes the necessary enrollment card. The administration of the aforementioned plans shall be controlled by the agreed upon companies in accordance with their rules and regulations

F. Beginning January 1, 2011, the current prescription co-pay of \$10 generic/\$20 brand retail and mail order shall be changed to \$15 generic/\$25 brand retail and mail order.

## **ARTICLE XI**

### **CREDIT REIMBURSEMENT**

Reimbursement for course credits per contract year, will be granted to employees at a maximum of \$400.00 per credit for 2008-2009, 2009-2010, 2010-2011 and 2011-2012. The unit cap is \$18,000.00 and the individual cap is \$2,400.00 annually (a maximum of \$400.00 per credit for 6 credits). The reimbursement is on a first come, first serve basis. The employee must achieve a 3.0 GPA = B or above grade. Courses must be relevant to current professional assignment. Course descriptions must be submitted and approved by Superintendent prior to course registration. Payment will be authorized and made within six (6) weeks upon presentation of proper receipts and transcripts indicating a 3.0 GPA.

## **ARTICLE XII**

### **PROMOTIONS AND VACANCIES**

A. The Superintendent shall make known in writing to the Association a list of all vacancies and promotions which shall occur in the district.

B. The Association will be consulted for any new positions occurring during the school year without involving the signed contract.



## **ARTICLE XIII**

### **TEACHER ASSIGNMENT**

A. Teachers will be notified by July 30th of September's teaching assignments and time schedule (1-7 or 2-8).

B. If there is an involuntary R.I.F. in any subject area, none of the remaining teachers in that subject area will be required to teach more than five (5) periods the next two years.

C. The person who teaches the Theater Management class would be paid 1/6 of their salary and considered to be working periods 1-8. The teacher of this course would also be responsible for directing the 7/8th Grade play and the Drama Club musical production as part of the additional 1/6 increase of salary.

Should this class not be offered as an elective at some point in the future, the positions of Theatrical Director - Musical and 7/8th Grade Theatrical Director will again be placed on Schedule B of the salary guide at the rate already negotiated.

D. The district will not implement block scheduling without negotiating the impact to the Association.

## **ARTICLE XIV**

### **TEACHER EVALUATION**

A. Tenured teachers shall be observed at least twice a year - the first of these observations coming before December 1st and the second before April 1st. The observed teacher will be provided with a written evaluation to be signed by the teacher and conference whereby observer and teacher can discuss the observation. The meeting shall be held within forty-eight (48) hours after the day on which the observation took place.

B. Non-tenured teachers shall be observed not less than three times by April 1st. At least one of these shall be by December 1st. Each of these observations shall be followed by a conference with the teacher and the observer within forty-eight (48) hours of the observation date. Non-tenured teachers shall be notified by their employment status by April 30th.

C. Procedure

1. Frequency

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

2. Open Evaluation

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

3. Copies of Evaluations

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

4. Right to Representation

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

5. Standardized Tests

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

6. Reports

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

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

D. Personnel Records

1. File

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

2. Derogatory Material

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

## **ARTICLE XV**

### **EXTRA-CURRICULAR ACTIVITIES**

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

## **ARTICLE XVI**

### **CALENDAR**

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

## **ARTICLE XVII**

### **THOROUGH AND EFFICIENT ASSIGNMENTS**

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

**ARTICLE XVIII**  
**TEACHER WORK DAY**

**GRADES 7/8**

<b><u>PERIOD</u></b>	<b><u>TIME</u></b>
Breakfast	7:15 – 7:25
1	7:27 – 8:10
2	8:13 – 8:58
3	9:01 – 9:42
4	9:45 – 10:27
5A Lunch	10:30 – 10:57
5B Class	11:00 – 11:42
6	11:45 – 12:27
7	12:30 – 1:12
8	1:15 – 1:57

**GRADES 9 - 12**

<b><u>PERIOD</u></b>	<b><u>TIME</u></b>
Breakfast	7:15 – 7:25
1	7:27 – 8:10
2	8:13 – 8:58
3	9:01 – 9:42
4	9:45 – 10:27
5	10:30 – 11:12
6A Lunch	11:15 – 11:42
6A Class	11:15 – 11:57
6B Class	11:45 – 12:27
6B Lunch	12:00 – 12:27
7	12:30 – 1:12
8	1:15 – 1:57

Period One Teachers Check In: 7:17 am  
Period One Teachers Check Out: 1:43 pm

Period Two Teachers Check In: 8:05 pm  
Period Two Teachers Check Out: 2:31 pm

Guidance hours at 7:30 - 3:30

New Guidance Counselors hired after July 1, 2002 will work normal teacher hours with no additional compensation.

New Child Study Team members hired after July 1, 2002 will work normal teacher hours with no additional compensation.

CST: will work seven (7) days beyond teachers work days (190 days). Day assignment will be at the discretion of the CST Director.

A. Employees will be required to participate in four (4) professional in-service days from the hours of 8:30 a.m. - 3:00 p.m. in addition to the school year (180 days).

B. Teachers will voluntarily attend "Back to School Night" and one (1) 7<sup>th</sup>/8<sup>th</sup> grade "Parents – Teachers Conference Night" with no additional compensation.

C. Any teacher whose attendance is required by the administration to work beyond the regular teacher in-school day, or beyond his/her total in-school work day as defined, shall be compensated at the rate of \$25.00 per hour, except as noted in A and B.

D. All teachers will work either periods one (1) through seven (7) or two (2) through eight (8). Teacher sign in and sign out times are listed on Teacher Work Day schedule.

E. All other terms and conditions of employment pertaining to the work day shall continue as in the 1981-82 school year.

F. Any teacher requested and willing to volunteer and work periods one (1) through eight (8) shall receive an additional stipend of 1/6 of his/her salary. Tenured teachers will be given first preference. This will not affect the terms and conditions of employment of any other staff members.

G. Curriculum-Course of Study:

Any course of study done before or after regular school work day or during summer recess will be compensated as follows:

Employee will receive \$400.00 for full year course of study update, \$300.00 for half-year course update, \$700.00 for new course of study, and \$400 for half-year new course of study.

Compensation will be contingent upon Superintendent's receipt of and approval of a finished hard and disc copy.

- H. Faculty Meetings:
1. Maximum of 10 after work day meetings per school year.
  2. Meeting not to exceed 45 minutes.
  3. 48 hour pre-meeting notice will be given.
  4. Preferably meetings will be held on third Monday of the month.

I. Any teacher required to teach 6 classes 2 consecutive years will be compensated at a rate of 1/6 the average teacher salary for year two. This compensation will only take place every other year of teaching 6 classes. (This language does not apply to Special Education Teachers)

## **ARTICLE XIX**

### **CONFERENCE WITH ADMINISTRATION**

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

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

## **ARTICLE XX**

### **MISCELLANEOUS**

A. This Agreement shall constitute a board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Henry Hudson Regional Education Association before they are established.

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

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

## **ARTICLE XXI**

### **AGENCY SHOP**

#### **1. NON-ASSOCIATION PAYROLL REPRESENTATION FEE DEDUCTION**

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

#### **2. AMOUNT OF FEE**

a. Notification - Prior to the beginning of each contract year, the Association will notify the Board in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for the coming year. A representation fee to be paid by the non-members will be determined by the Association in accordance with the law.

b. Legal Maximum - In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the Association will certify to the Board prior to the start of each contract year the amount of the representation fee to be assessed calculated on an amount equal to the regular membership dues, initiation fees and assessments charged by the Association to its own members and that it does not include any amount of dues, fees and assessments that are



expanded: (1) for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or (2) applied toward the cost of benefits available only to members of the majority representative. The actual representation fee shall be set at no more than 85% of the amount of membership dues, initiation fees and assessments as above defined.

## ARTICLE XXII

### DURATION OF AGREEMENT

A. The salary guides contained in Schedules A and B 2008-2009 shall be in effect as of July 1, 2008 and shall continue in effect until June 30, 2009. The salary guides contained in Schedules A and B 2009-2010 shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2010. The salary guides contained in Schedules A and B 2010-2011 shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2011. The salary guides contained in Schedules A and B 2011-2012 shall be effective as of July 1, 2011 and shall continue in effect until June 30, 2012.

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

HENRY HUDSON REGIONAL  
EDUCATION ASSOCIATION

BY Jennifer Raike  
Jennifer Raike, President

BY Dawn DeSanto  
Dawn DeSanto, Secretary

HENRY HUDSON REGIONAL  
BOARD OF EDUCATION

BY Loretta Gluckstein  
Loretta Gluckstein,  
Board President

BY Janet Sherlock  
Janet Sherlock,  
Board Secretary

HENRY HUDSON REGIONAL SCHOOL  
 SCHEDULE A – SALARY GUIDES  
2008-2009, 2009-2010 and 2010-2011

2008-2009

2008-2009  
 Salary Guide

Step	BA	BA+30	MA	MA+30
1	44,505	47,105	48,305	50,505
2-3	45,005	47,605	48,805	51,005
4-5	45,505	48,105	49,305	51,505
6-7	46,005	48,605	49,805	52,005
8=9	47,320	49,920	51,120	53,320
10	48,685	51,285	52,485	54,685
11	50,100	52,700	53,900	56,100
12	51,565	54,165	55,365	57,565
13	53,080	55,680	56,880	59,080
14	54,695	57,295	58,495	60,695
15-16	56,410	59,010	60,210	62,410
17-18	58,225	60,825	62,025	64,225
19	60,140	62,740	63,940	66,140
20	62,155	64,755	65,955	68,155
21	64,270	66,870	68,070	70,270
22	66,485	69,085	70,285	72,485
23-24	68,800	71,400	72,600	74,800
25	71,215	73,815	75,015	77,215
OG4	82,134			
OG3	83,774			

- A. Head Guidance Counselor – 7:30 am – 3:30 pm. Start one week before school opens and work to June 30<sup>th</sup>. Salary computed on position on teachers’ salary guide X 1.2.
- B. Guidance Counselors computed on teachers’ salary guide X 1.08. 7:30 am – 3:30 pm – regular school calendar.

- a. New Guidance Counselors hired after July 1, 2002 will work normal teacher hours with no additional compensation.
  - b. New Child Study Team members hired after July 1, 2002 will work normal teacher hours with no additional compensation.
- C. Salaries of the members of the Child Study Team shall be computed on position on teachers' salary guide X 1.1.

**2009-2010**

**2009-2010  
Salary Guide**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
<b>1</b>	44,985	47,585	48,785	50,985
<b>2</b>	45,485	48,085	49,285	51,485
<b>3-4</b>	45,985	48,585	49,785	51,985
<b>5-6</b>	46,485	49,085	50,285	52,485
<b>7-8</b>	47,805	50,405	51,605	53,805
<b>9-10</b>	49,175	51,775	52,975	55,175
<b>11</b>	50,600	53,200	54,400	56,600
<b>12</b>	52,080	54,680	55,880	58,080
<b>13</b>	53,615	56,215	57,415	59,615
<b>14</b>	55,250	57,850	59,050	61,250
<b>15</b>	56,985	59,585	60,785	62,985
<b>16-17</b>	58,825	61,425	62,625	64,825
<b>18-19</b>	60,765	63,365	64,565	66,765
<b>20</b>	62,805	65,405	66,605	68,805
<b>21</b>	64,945	67,545	68,745	70,945
<b>22</b>	67,185	69,785	70,985	73,185
<b>23</b>	69,525	72,125	73,325	75,525
<b>24</b>	71,965	74,565	75,765	77,965
<b>OG4</b>	82,884			
<b>OG3</b>	84,524			

- A. Head Guidance Counselor – 7:30 am – 3:30 pm. Start one week before school opens and work to June 30<sup>th</sup>. Salary computed on position on teachers' salary guide X 1.2.

- B. Guidance Counselors computed on teachers' salary guide X 1.08. 7:30 am – 3:30 pm – regular school calendar.
- a. New Guidance Counselors hired after July 1, 2002 will work normal teacher hours with no additional compensation.
  - b. New Child Study Team members hired after July 1, 2002 will work normal teacher hours with no additional compensation.
- C. Salaries of the members of the Child Study Team shall be computed on position on teachers' salary guide X 1.1.

**2010-2011**

**2010-2011  
Salary Guide**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
<b>1</b>	45,240	47,840	49,040	51,240
<b>2</b>	45,740	48,340	49,540	51,740
<b>3</b>	46,240	48,840	50,040	52,240
<b>4-5</b>	46,740	49,340	50,540	52,740
<b>6-7</b>	48,095	50,695	51,895	54,095
<b>8-9</b>	49,500	52,100	53,300	55,500
<b>10-11</b>	50,960	53,560	54,760	56,960
<b>12</b>	52,465	55,065	56,265	58,465
<b>13</b>	54,015	56,615	57,815	60,015
<b>14</b>	55,665	58,265	59,465	61,665
<b>15</b>	57,415	60,015	61,215	63,415
<b>16</b>	59,265	61,865	63,065	65,265
<b>17-18</b>	61,215	63,815	65,015	67,215
<b>19-20</b>	63,265	65,865	67,065	69,265
<b>21</b>	65,415	68,015	69,215	71,415
<b>22</b>	67,665	70,265	71,465	73,665
<b>23</b>	70,015	72,615	73,815	76,015
<b>24</b>	72,465	75,065	76,265	78,465
<b>OG4</b>	83,384			
<b>OG3</b>	85,024			

- A. Head Guidance Counselor – 7:30 am – 3:30 pm. Start one week before school opens and work to June 30<sup>th</sup>. Salary computed on position on teachers' salary guide X 1.2.

- B. Guidance Counselors computed on teachers' salary guide X 1.08. 7:30 am – 3:30 pm – regular school calendar.
- a. New Guidance Counselors hired after July 1, 2002 will work normal teacher hours with no additional compensation.
  - b. New Child Study Team members hired after July 1, 2002 will work normal teacher hours with no additional compensation.
- C. Salaries of the members of the Child Study Team shall be computed on position on teachers' salary guide X 1.1.

**2011-2012**

**2011-2012  
Salary Guide**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
<b>1-2</b>	48,025	50,625	51,825	54,025
<b>3</b>	48,525	51,125	52,325	54,525
<b>4</b>	49,025	51,625	52,825	55,025
<b>5-6</b>	49,525	52,125	53,325	55,525
<b>7-8</b>	50,025	52,625	53,825	56,025
<b>9-10</b>	51,230	53,830	55,030	57,230
<b>11-12</b>	52,535	55,135	56,335	58,535
<b>13</b>	53,940	56,540	57,740	59,940
<b>14</b>	55,445	58,045	59,245	61,445
<b>15</b>	57,050	59,650	60,850	63,050
<b>16</b>	58,755	61,355	62,555	64,755
<b>17</b>	60,560	63,160	64,360	66,560
<b>18-19</b>	62,465	65,065	66,265	68,465
<b>20-21</b>	64,470	67,070	68,270	70,470
<b>22</b>	66,575	69,175	70,375	72,575
<b>23</b>	68,780	71,380	72,580	74,780
<b>24</b>	71,085	73,685	74,885	77,085
<b>25</b>	73,490	76,090	77,290	79,490
<b>OG4</b>	84,409			
<b>OG3</b>	86,049			

- A. Head Guidance Counselor – 7:30 am – 3:30 pm. Start one week before school opens and work to June 30<sup>th</sup>. Salary computed on position on teachers' salary guide X 1.2.

- B. Guidance Counselors computed on teachers' salary guide X 1.08. 7:30 am – 3:30 pm – regular school calendar.
  - a. New Guidance Counselors hired after July 1, 2002 will work normal teacher hours with no additional compensation.
  - b. New Child Study Team members hired after July 1, 2002 will work normal teacher hours with no additional compensation.
- C. Salaries of the members of the Child Study Team shall be computed on position on teachers' salary guide X 1.1.

HENRY HUDSON REGIONAL SCHOOL  
SCHEDULE B – OTHER REMUNERATION

**2008-2009, 2009-2010 and 2010-2011**

ACTIVITY	1	2	3
Athletic Director (2 duty free periods)	7,041	7,626	8,209
Basketball - Varsity (boys & girls)	6,033	7,021	8,009
Basketball - Jr. Varsity (boys & girls)	4,323	5,004	5,685
Basketball - Freshman	3,831	4,372	4,913
Soccer & Field Hockey - Varsity	5,216	6,082	6,948
Soccer & Field Hockey - Jr. Varsity	3,701	4,306	4,913
Baseball/Softball - Varsity	5,216	6,082	6,948
Baseball/Softball - Jr. Varsity	3,701	4,306	4,913
Softball (assistant)	2,666	3,066	3,465
Bowling (boys & girls combined) - Varsity	3,469	4,071	4,671
Chess Advisor - Varsity	2,313	2,678	3,112
Cross Country (boys & girls) - Varsity	6,437	6,692	6,948
Tennis (boys & girls) - Varsity	6,437	6,692	6,948
Cheerleaders - Varsity	3,009	3,639	4,266
Intramurals (boys & girls)	2,120	2,504	2,888
Student Council			2,888
Key Club Advisor			2,888
National Honor Society Advisor			2,888
Journalism Advisor			2,888
Theatrical Director - Musical			6,211
Music Director			6,211
Yearbook Advisor			5,261
Yearbook Business Advisor			3,094

ACTIVITY	1	2	3
Audio Visual Labs Coordinator			4,950
French Club Advisor			1,114
SADD Club Advisor			1,114
A Cappella Choir			1,114
Site Manager			3,094
Science Club			1,114
Set Manager			1,093
Set Construction Manager			1,114
Spanish Club			1,114
Health Careers			1,114
Class Advisors 7-10			1,396
Class Advisors 11-12			3,740
7-8 Basketball (boys & girls)	3,422	3,982	4,541
7-8 Baseball/Softball	2,666	3,065	3,464
7-8 Cheerleader	1,677	1,995	2,398
7-8 Cross Country (boys/girls combined)	3,338	3,779	4,221
7-8 Intramurals	2,120	2,449	2,778
7-8 Soccer	2,466	2,835	3,204
7-8 Theatrical Director	2,283	2,695	3,108
7-8 Field Hockey	2,466	2,835	3,204
Winter Track	4,417	4,992	5,567
Marching Band Director			5,416
Assistant Athletic Director-(maximum of three (3) teaching periods)			16,459
Emergency Medical Services			\$29/hr.
Theater Advisor Facilitator			5,957

Chaperones and Crowd Control  
Overnight Sponsors

\$50.00 per event,  
100.00 per day



Class Coverage	30.00 per period
Bedside Instruction	35.00 per hour plus out of district mileage
7-8 Sporting Event Clock Operator	30.00 per event
Freshman Sporting Event Clock Operator	30.00 per event
JV Sporting Event Clock Operator	40.00 per event
Varsity Sporting Event Clock Operator	50.00 per event
A.	Salaries of all newly created B guide positions will be negotiated with the Association
B.	Placement on the B guide will be based on years of coaching experience in the particular sport. Three (3) or more years of any coaching experience automatically qualifies the employee to start on the top step of a new sport (changed second to top).
C.	No Staff member will maintain any athletic facility (i.e., line, mow, rake).
D.	A stipend for class advisors listed on B guide will be awarded for each individual class. This stipend will be divided between that class's advisors.
E.	Before any involuntary appointments on the B guide are made, all other avenues will be explored.

**2011-2012**

ACTIVITY	1	2	3
Athletic Director (2 duty free periods)	7,182	7,779	8373
Basketball - Varsity (boys & girls)	6,154	7,161	8169
Basketball - Jr. Varsity (boys & girls)	4,409	5,104	5799
Basketball - Freshman	3,908	4,459	5011
Soccer & Field Hockey - Varsity	5,320	6,204	7087
Soccer & Field Hockey - Jr. Varsity	3,775	4,392	5011
Baseball/Softball - Varsity	5,320	6,204	7087
Baseball/Softball - Jr. Varsity	3,775	4,392	5011
Softball (assistant)	2,719	3,127	3534
Bowling (boys & girls combined) - Varsity	3,538	4,152	4764
Chess Advisor - Varsity	2,359	2,732	3174
Cross Country (boys & girls) - Varsity	6,566	6,826	7087
Tennis (boys & girls) - Varsity	6,566	6,826	7087
Cheerleaders - Varsity	3,069	3,712	4351
Intramurals (boys & girls)	2,162	2,554	2946
Student Council			2946
Key Club Advisor			2946
National Honor Society Advisor			2946
Journalism Advisor			2946
Theatrical Director - Musical			6335
Music Director			6335
Yearbook Advisor			5366
Yearbook Business Advisor			3156
Audio Visual Labs Coordinator			5049
French Club Advisor			1136

ACTIVITY	1	2	3
SADD Club Advisor			1136
A Cappella Choir			1136
Site Manager			3156
Science Club			1136
Set Manager			1115
Set Construction Manager			1136
Spanish Club			1136
Health Careers			1136
Class Advisors 7-10			1424
Class Advisors 11-12			3815
7-8 Basketball (boys & girls)	3,490	4,062	4632
7-8 Baseball/Softball	2,719	3,126	3533
7-8 Cheerleader	1,711	2,035	2446
7-8 Cross Country (boys/girls combined)	3,405	3,855	4305
7-8 Intramurals	2,162	2,498	2834
7-8 Soccer	2,515	2,892	3268
7-8 Theatrical Director	2,329	2,749	3170
7-8 Field Hockey	2,515	2,892	3268
Winter Track	4,505	5,092	5678
Marching Band Director			5524
Assistant Athletic Director-(maximum of three (3) teaching periods)			16,788
Emergency Medical Services			\$30/hr
Theater Advisor Facilitator			6076

Chaperones and Crowd Control  
Overnight Sponsors  
Class Coverage

\$51.00 per event,  
102.00 per day  
31.00 per period

Bedside Instruction	36.00 per hour plus out of district mileage
7-8 Sporting Event Clock Operator	31.00 per event
Freshman Sporting Event Clock Operator	31.00 per event
JV Sporting Event Clock Operator	41.00 per event
Varsity Sporting Event Clock Operator	51.00 per event

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