

***Contract Agreement
Between
The Hampton Board of Education
And
The Hampton Education Association
2006-07 2007-08 2008-09***

**CONTACT AGREEMENT BETWEEN
THE HAMPTON BOARD OF EDUCATION
AND
THE HAMPTON EDUCATION ASSOCIATION
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Preamble

This Agreement entered into this, by and between the Hampton Board of Education, hereinafter called the “Board” and the Hampton Education Association, hereinafter called the “Association”.

Article I - Scope of Agreement

Recognition

The Board hereby recognizes the Association as the exclusive representative for the purpose of negotiation within the intent of Title 34: Chapter 123, New Jersey Public Laws of 1974, as amended.

B. Bargaining Unit: Definitions

The Board recognizes the employment of all full time and part time employees except wherein specified, within the Association’s bargaining unit with the job titles listed: Teacher (self-contained, subject-area, and special area), Guidance Counselor, Speech and Language Specialist, Psychologist, Learning Disabilities Teacher-Consultant, Social Worker, School Nurse, and Custodian.

C. Identification

Unless otherwise indicated, the term “teacher” as used hereinafter in this Agreement shall refer to all certified Board employees, as defined and specified in Section B, above, exclusive of Custodian.

D. Application

This Agreement or any subsequent negotiated Agreements shall apply to all personnel as defined in Section B.

Article II – Negotiation of Successor Agreement

A. Renewals

The parties agree to enter into collective negotiation over a successor agreement in accordance with Title 34: Chapter 123, New Jersey Public Laws 1974, as amended, in a good-faith effort to reach agreement on all bargainable issues/matters pertaining to the terms and conditions of employment for all bargaining unit members. Such negotiations shall begin not later than October 15 of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all members of the bargaining unit, be put in writing, and adopted by both parties.

B. Modification

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

C. Proceedings

The Board and the Association agree that all negotiations be limited to members of the Board, and its designated representatives, the chief school administrator, and the Association and its designated representatives. Said proceedings shall be held in strict confidence and within the confines of governing laws.

Article III – Grievance Procedure – All Employees

A. Definitions

1. A “grievance” is a claim by an employee, a group of employees, or the Association based upon a misapplication, misinterpretation, or violation of this Agreement or a Board policy affecting an employee or group of employees.
2. The “aggrieved” is the person or persons making the claim and any person, including the Board or Association, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. Since it is important that grievances be processed as readily as possible, the number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, (could result in irreparable harm to a party in interest) the time limits set forth herein should be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

C. Procedure

1. Step One

A group of employees or an employee with a grievance shall first discuss it with their immediate supervisor/building principal either directly or through the Association's designated representative(s) in an attempt to resolve the grievance informally, within ten (10) school days after the alleged misapplication, misinterpretation, or violation happened.

2. Step Two (To be implemented when the Building Principal/Immediate Supervisor and Chief School Administrator's position are occupied by two different people)

In the event the aggrieved is not satisfied with the disposition at Step One, or if no decision has been rendered in five (5) school days after presentation, the aggrieved shall file the grievance, in writing, within ten (10) school days after an informal meeting with the immediate supervisor/building principal. The immediate supervisor/building principal shall meet with the aggrieved and/or the Association's designated representative(s) for a formal hearing and discussion, and render a decision, in writing, within three (3) school days.

3. Step Three (To be implemented when the Building Principal/Immediate Supervisor and Chief School Administrator positions are occupied by one person)

In the event the aggrieved is not satisfied with the disposition at Step One, or if no decision has been rendered in five (5) school days after presentation, the aggrieved shall file the grievance, in writing, with the Chief School Administrator **within ten (10) school days**. The Chief School Administrator shall meet with the aggrieved and/or the Association's designated representative(s) for a formal hearing and discussion, and render a decision, in writing, within three (3) school days.

4. Step Four

If the grievance is not resolved to the employee's, a group of employees' or the Association's satisfaction by no later than five (5) school days after receipt of the Chief School Administrator's decision, the aggrieved may request a review by the Board of Education. The request shall be submitted, in writing, through the Chief School Administrator, who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision, in writing, with reasons within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

5. Step Five

No claim by an employee, a group of employees or the Association shall constitute a grievable matter beyond Step Four or be processed beyond Step Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law, (b) any rule or regulation of the State Commissioner of Education but not to the violation, misinterpretation, or misapplication of such a rule or regulation, (c) any by-law of the Board of Education pertaining to its internal operation, (d) any matter which according to law is beyond the scope of Board authority or (e) any matter which is based upon other than a contractual matter. It is specifically understood that the intent of the parties hereto is that only those grievances involving alleged violations, misapplication or misinterpretations of this contract may proceed to binding arbitration. Matters involving Board Policy may proceed as follows to advisory arbitration only.

If the decision of the Board does not resolve the grievance to the satisfaction of the employee, a group of employees or the Association, and the employee, a group of employees or the Association wishes to have a review by a third party, the employee, a group of employees or the Association, shall so notify the Board through the Chief School Administrator within ten (10) school days of receipt of the Board's decision. An employee, a group of employees or the Association, in order to process the grievance beyond Step Four, must have the request for such action accompanied by a written recommendation for such action by the Association. The following procedure will be used to secure the services of an arbitrator:

- a. A request will be made to the Public Employment Relations Commission (P.E.R.C.) to submit a roster of persons qualified to function as an arbitrator in the dispute in question, in accordance with P.E.R.C. procedure.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request P.E.R.C. to submit a second roster of names.
- c. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. The arbitrator's decision shall be in writing and shall set forth the facts upon which the decision is based. The recommendation of the arbitrator shall be non-binding with respect to contractual matters, but advisory with respect to Board policy matters. Only the Board, the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings, reasons and recommendations. This shall be accomplished within thirty (30) school days of the completion of the arbitrator's hearings.

- d. The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association.

D. Rights of Employees to Representation

1. Any aggrieved person or persons may be present at all stages of this grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any employee organization other than the Association. He/she shall have the right to be present and state his/her views at all stages of this grievance procedure.

E. Miscellaneous

1. If in the judgement of the Association, a grievance affects a group or class of employees, the Association Grievance Committee may submit such grievance, in writing, directly to the building administrator and the process of such grievance shall be started at Step Two.
2. Decisions rendered at Steps One, Two, Three and Four of the grievance procedure shall be in writing, setting forth the decision and the reason(s) and shall be promptly transmitted to the aggrieved and his/her representative(s).
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared and distributed by the Chief School Administrator so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives.
6. Grievances shall become null and void if the time requirements for submission to the barrier levels are not met by the aggrieved.

Article IV – Association Rights and Privileges

A. Release Time

Both officer and designee of the Hampton Education Association shall be granted release time to attend the Presidents' luncheon held annually by the Hunterdon County Education Association providing that adequate class coverage can be arranged.

B. Use of the School Building

The Association and its representatives shall be permitted to transact official Association business on school property provided that it shall not intrude unto, interfere with, or interrupt normal school operations and with prior notification of the Chief School Administrator or designee, and such consent will not be unduly denied.

C. Policy Manual

The School Business Administrator/Board Secretary shall provide to the Association President one copy of policies adopted by the Board. The Association shall maintain these in the policy book provided for the Association's use.

D. **Exclusive Rights**

The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the teachers and other members of the bargaining unit and to no other organization.

Article V – Non-Teaching Duties

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

A. Collecting Money

Teachers shall not be required to collect or keep track of money from students, except when feasible.

B. Transporting Students

Teachers shall not be required to drive students in a private vehicle to authorized activities which take place away from the school building.

Article VI - Teacher Evaluation

A. Teacher Staff Members - Procedures

1. Monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. Observations for the purpose of

- evaluation shall not occur on the day immediately preceding or following Winter and Spring vacations.
2. Teachers shall be evaluated by a person who is certified by the New Jersey State Board of Examiners to supervise instruction.
 3. Within ten (10) school days a teacher shall be given, in written form, a copy of any class visit or observation/evaluation report prepared by the teacher's evaluator and a conference shall be held.
 4. Each teacher will receive a copy of his/her observation report one (1) school day prior to a scheduled observation/evaluation conference with the evaluator.
 5. The teacher may submit a written comment on the evaluation form.

B. Observation/Evaluation

1. Observation/Evaluation shall be conducted and subsequent reports filed for tenure and non-tenure teachers on a regular basis.
 - a. Tenure – at least one (1) annually
 - b. Non-Tenure – at least three (3) annually
2. Such Reports shall be addressed to the teacher.
3. Such reports shall be written and shall include:
 - a. Strengths of the teacher as evidenced during period since the last report.
 - b. Weaknesses of the teacher as evidenced during the period since the previous report.
 - c. Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

Article VII

Professional Development Program

A. Professional Development

The Chief School Administrator has the authority to permit employees to attend educational meetings, workshops, etc. without loss of pay.

1. Out-of- district workshops, conferences, and program registrations will be prepaid by the Board of Education.

2. As a prerequisite, the attendee agrees to reimburse the Board of Education for the prepaid registration fee in the event the teacher does not attend the out-of-district workshop, conference, and/or program and /or does not fulfill the submission of the reporting requirement.
3. Teacher attendance at Board approved In-District curriculum and/or staff development programs (exclusive of Thursday afternoons from 2:00 – 3:15 pm during the school year), as designated by the administration, will be reimbursed at the per diem rate of a substitute teacher.

B. Tuition Reimbursement

Tuition reimbursement to a maximum of \$220.00 per board approved graduate level course but not to exceed the actual cost, per credit hour for further study shall be granted to holders of a minimum of a Bachelor Degree providing the following criteria are met.

- a. Such courses are pursued at an accredited university or college.
- b. Such courses are relative to the teaching assignment of the teacher involved. Such courses are mutually agreed upon by the teacher, administration, and the Board. Teachers must submit a written course justification describing specifically how the course will benefit the teacher's abilities or those of his or her students.
- c. Application for course(s) reimbursement must be submitted, in writing, for approval by the Board not less than 30 days prior to the initiation of the course(s), unless waived by the Board.
- d. Prepaid tuition payment will be provided by the Board before the course begins if requested. If course completion grade of B or better has not been attained all prepaid tuition fees must be returned to the Board by payroll deduction within 60 days.
- e. A maximum of 18 credits per budget year are not to be exceeded by any one participant.
- f. The Association's tuition reimbursement program will not exceed \$5,500 in a given school year.
- g. The Association will use a seniority rotation system to control the excess use of the tuition reimbursement program.

C. New Jersey Education Association's Convention Reimbursement

1. The Board agrees to a reimbursement of a maximum of \$100 to any teacher who attends the New Jersey Education Association Convention. Reimbursements will be for all supplies, mileage, and parking expenses approved by the Board for which a voucher and receipts, along with proof of attendance, were submitted.

Article VIII
Leaves of Absence

A. Temporary Leaves of Absence

1. Temporary Leave of Absence – Illness

(Part-time employees' benefits are pro-rated based upon a percentage of time worked)

- a. Sick leave is defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury.
- b. Employees will be entitled to the following sick leave annually:

1) Ten - Month Employees

In case of absence from school on account of personal illness, an employee shall be allowed full pay for ten (10) days absence during the school year. If an employee shall have been absent on account of personal illness less than ten (10) days during the school year, the remaining days shall be cumulative, and the number of days an employee may be absent on account of personal illness during the school year shall be ten (10) days plus the accumulated days of the previous year(s). Sick leave for the first year of employment shall be calculated at the rate of one (1) day per month of the contract to June 30.

2) Twelve - Month Employees

In case of absence from school on account of personal illness, an employee shall be allowed full pay for twelve (12) days absence during the school year. If an employee shall have been absent on account of personal illness less than twelve (12) days during the school year, the remaining days shall be cumulative, and the number of days an employee may be absent on account of personal illness during the school year shall be twelve (12) days plus the accumulated days of the previous year(s). Sick leave for the first year of employment shall be calculated at the rate of one (1) day per month of the contract to June 30.

c. Certification of Sick Leave Claims

The Board may require employees to furnish a physician's statement certifying to personal illness in accordance with N.J.S.A. Title 18A: 30-4: **“Physician’s certificate required for sick leave. In case of sick leave claimed, a board of education may require a physician’s certificate to be filed with the secretary of the board of education in order to obtain sick leave.”**

d. Accumulated Sick Days – Accounting for Sick Days

- a. Employees shall be given a written accounting of accumulated sick leave no later than the fifteenth (15th) of September of each year.

2. Temporary Leave of Absence – Personal Business Days

(Part-time employees’ benefits are pro-rated based upon percentage of time worked)

- a. Each member of the Association will be granted three (3) personal business leave days each year.
- b. Personal leaves are intended to allow the employees to observe religious holidays or to attend to special business affairs, which cannot be conducted after regular work hours. Absence under this regulation shall be without loss of pay providing such absence does not exceed the above-mentioned number of days in any given year.
- c. Whenever possible, notice of absence should be given at least four (4) school days in advance.
- d. Unused personal business leave days shall be reimbursed at the current substitute per diem rate of pay.

3. Temporary Leave of Absence - Death In The Family

(Part time employees’ benefits are based upon percentage of time worked.)

- a. Employees shall be excused without loss of pay for a period not to exceed five (5) consecutive school days in case of death of a member of his/her immediate family, or for a person of the immediate household at time of death. Immediate family means parent, step-parent, wife or husband, brother, sister, mother-in-law, father-in-law, children, stepchildren, grandparents, grandchildren or significant other. Days taken under this paragraph must be taken at a time contiguous to the time of death of the immediate family/household member.
- b. Death of other relatives will allow a maximum of three (3) days leave without deduction. Other relatives mean brother-in-law and sister-in-law. Days taken under this paragraph must be at a time contiguous to the time of death of the relative.

4. Extended Leaves of Absence – Tenured Employees Only

1. Leave(s) of absence without pay may be granted to tenured teachers at the discretion of the Board.
2. A leave of absence without pay or benefits for up to two years may be granted to any tenured teacher who joins the Peace Corp, Vista, National Teachers Corps, or serves as an exchange teacher and is a full-time participant in either of such programs, or accepts a Fulbright scholarship. All requests for such leave shall be submitted, in writing, 180 days prior to the starting date.
3. Other leaves of absence without pay and/or benefits may be granted a tenured employee by the Board for good reason (e.g. further education, illness in the family).
4. All benefits to which an employee was entitled at the time that the leave of absence commenced, including unused accumulated sick leave, shall be restored upon authorized return and said teacher shall be assigned to the same position held at the time the leave commenced, if available, or if not, to a substantially equivalent position.

5. *Extended Leave of Absence for Child Care*

1. Natural Birth:

The Board shall grant child care leave without pay to any tenured teacher upon written request and subject to the following stipulations and limitations:

- a. Maternity and paternity leave shall commence on the date requested by the teacher. Such leave shall not exceed two (2) years. A teacher granted child care leave will return to work at the beginning of the school year (September). The date of return will be determined at the time the leave is approved.
- b. Child Care Leave requires at least sixty (60) days prior notice to the Board.

2. Adoption:

Any tenured teacher adopting a child of preschool age shall receive the same benefits as stipulated in Article VIII; E.1 which shall commence upon the teacher receiving de facto custody of said child, or earlier, if necessary, to fulfill the requirement of adoption.

6. *Extended Educational Leave of Absence*

- 1. Any teacher who has been employed in the Hampton Public School District for a period of at least ten (10) years may apply for unpaid leave of absence of one school year’s duration. Eligible teachers may be granted this leave for the purpose of formal graduate study, independent research, or writing of doctoral thesis.

7. Temporary and Extended Leaves of Absence – Salary Guide Placement and Benefits

- 1. Teachers must work until February 1st before advancing to the next step on the salary guide. All benefits to which a teacher was entitled immediately prior to the commencement of the leave of absence which are in effect within the school district at the time of his/her return and unused accumulated sick leave shall be restored to him/her upon his/her return.
 - a. All benefits to which a teacher was entitled immediately prior to the commencement of the leave of absence which are in effect within the school district at the time of his/her return and unused accumulated sick leave shall be restored to him/her upon his/her return.

ARTICLE IX

Extra Service Positions and Compensation

All extra service positions are to be approved by the Board, upon the recommendation of the Chief School Administrator. Consideration should be given to the current coach/advisor. All positions are one academic year appointments and do not attain tenure status. The following positions shall be compensated at the following rates.

A. Co-Curricular Activities	Rates
Yearbook	832
Safety Patrol	798
Student Leadership	832
Ski Club	832
Crowd Control (basketball)	594
Middle School Newspaper	798
B. Interscholastic Sports	
Soccer	1421
Boys’ Basketball	2186
Girls’ Basketball	2186

Cheerleading-Basketball	1312
Coordinator of Interscholastic Sports	546

- C.** Teachers with three (3) or more years of experience will receive an additional fifteen **(15%)** percent of the base dollars listed above. Teachers with five (5) or more years of experience will receive an additional twenty **(20%)** percent of the base dollars listed above.

D. Other Activities

1. Chaperoning of events as designated by the Chief School Administrator shall be compensated at the rate of fifty **(50)** dollars per event (not to exceed three (3) hours during the term of this contract).
2. Other school related activities including those recommended by staff members/advisors and approved by the Chief School Administrator and Board shall be compensated at the rate of twenty-seven **(27)** dollars per hour.

- E.** Teachers are to be employed for extra service positions by written addendum to contract.

- F.** Payment shall be made upon completion of activity/sport by submitting to the Chief School Administrator a payment voucher and a report on the activity or sport.

Article X

Teaching Hours and Requirements

A. Teacher Day

1. A teacher's in school work day shall consist of seven (7) hours from 8:15 a.m. to 3:15 p.m., including a duty free lunch period, in accordance with N.J.A.C. 6:3 – 1.15.
2. Teacher – Student contact time will normally begin 10 minutes after required reporting time for teachers.

B. Faculty Meetings

Teachers may be required to remain one day per week after the end of the regular workday, without additional compensation, for the purpose of attending general faculty meetings. Such meetings shall begin no later than ten (10) minutes after the students' dismissal time and should not exceed sixty (60) minutes in duration,

except in cases of emergency. The agenda shall be available prior to the meeting. Items of immediate importance may be discussed even though not on the agenda.

Reasonable efforts will be made to provide that meetings which take place after the regular school workday and which require attendance shall not be called on any day immediately preceding a holiday, or on Fridays except in cases of emergency.

C. Curriculum and Staff Development Meetings

Regularly scheduled curriculum and staff development meetings will be held one afternoon per week, during the hours of 2:00 pm and 3:15 pm.

D. Preparation Time

Except in cases where an irregular schedule must be implemented, each full-time teacher, excluding the school nurse, should receive a minimum of five (5) periods per week of non-pupil contact time to use for professionally related activities. The Board/CSA shall make every effort to equitably provide preparation time to all staff members. Efforts shall be made to schedule such periods on a one (1) per day basis. In no event, however, shall an eligible teacher have more than one (1) day per week without a non-pupil contact period.

E. Teacher School Year

The teacher's school year shall consist of 185 days effective with the 2006-2007 contract. Two teacher school days shall be a teacher designated in-service day: subject to the Chief School Administrator approval.

F. Early Dismissal

Early dismissal days before Thanksgiving, the Winter Holiday recess and the last two days at the end of the school year for teachers shall be included in the school calendar, effective with the 2006-2007 contract, after consultation with the staff.

G. Staff Positions –Vacancies/Change In Positions

1. The Board agrees to announce all vacancies internally to the staff by posting prior to any public announcement whenever possible. During recesses, notification will be made to one of the officers of the Association.

2. A teacher may submit a written request to the administrator for a change in position.
3. The administrator will include all current staff members, who submitted a written request, when interviewing candidates for a teaching position.
4. Initial consideration will be given to current staff members who have chosen to become candidates for the position. The interest of the district will always be of primary concern when filling vacancies.

H. Overnight Field Trip

When a field trip involves an overnight stay, the Board will compensate the involved staff members at the existing substitute daily rate of pay for each overnight stay required.

I. Compensation of Class/Teacher Coverage

If as a result of the failure to hire a substitute, an absent classroom teacher's class period is covered by a teacher, who lost his/her only preparation period, the covering teacher shall receive additional compensation based upon ten (10) dollars per class period covered and comp time for the number of minutes the class period was covered. The taking of compensatory time will be mutually agreed upon between the Chief School Administrator and teacher.

Article XI

Insurance Protection

A. Full Health Care Coverage

The Board shall provide health care coverage equivalent to that provided by the New Jersey Health Benefits program.

The Board shall provide twelve (12) month insurance protection.

The Board shall provide to each employee a description of the health care insurance coverage provided under this article at the beginning of each school

year. Said description shall include all conditions and limits of coverage as listed above.

B. Washington National Insurance

The Board agrees to pay the full premium for Washington National Insurance coverage for all eligible N.J.E.A. members who do not wish to avail themselves of the hospitalization provision of Part “A” of the article.

C. Dental Insurance

The Board agrees to provide a family dental plan equal or comparable to the plan listed below:

- Co-Payment
- Preventive and Diagnostic 100%
- Remaining Basic Benefits 70/30%
- Crowns, Inlays and Gold Restorations 50/50%
- Prosthodontic Benefits 50/50%

The maximum amount payable by the carrier for the above dental services provided an eligible patient in any calendar year is \$1,000.00.

D. Prescription Insurance

Effective with this agreement, the Board agrees to provide prescription drug insurance equivalent to that provided by the NJ Health benefits program.

Article XII

Salaries and Payments

A. Teachers’ Salary Guide

The salary guide(s) contained herein for all teachers shall be in effect for 3 years beginning July 1, 2006 and ending June 30, 2009.

B. Provisions of the Teachers’ Salary Guide(s)

1. Courses above the bachelor’s degree, which are to be applied toward advancement on the salary guide, shall be Board approved graduate courses. Such courses may be in education, in a specialty field or courses prescribed as part of a master’s program.
2. Each teacher shall be placed on the proper step of the salary guide at the beginning of the school year and shall remain there through the end of that school year.
3. The guide(s) will consist of 16 steps in all years covered by this contract.
4. Teachers who are at the top of the guide will remain on the top step.
 - a) Longevity stipend will be awarded to qualifying teachers as follows:

- 1) After rendering 20 years of service in the Hampton School District, a teacher will receive \$1,000.00 in addition to their base salary. This payment of the stipend will not be accumulated from year to year and,
- 2) After rendering 25 years of service in the Hampton School District, a teacher will receive \$1,500.00 in addition to their base salary. This payment of the stipend will not be accumulated from year to year.

C. Training Level Transfer

1. Transfer of a teacher from one classification to another must be preceded by assurance (proper records) that he/she has completed the necessary courses or equivalents and received the necessary credits.
 - a) It is the responsibility of each teacher to keep the record of credits up-to-date in the office of the Chief School Administrator.
2. Only the duly attested transcript from the accredited college or educational institution is accepted in the filing of credits.

D. Salary Adjustment

Adjustment of salary made necessary because of changes in training or years shall be made in February on a pro-rated basis or at the usual issuance of the contract. Those who qualify for adjustment to a new classification during the summer months, after the regular contracts have been issued, shall receive revised contracts by the end of September, and retroactive salary payment upon proper verification.

E. Salaries and Payments

The salaries of all employees covered by this agreement are set forth in the salary guide which is attached hereto and made part hereof. Nothing in the guide shall limit the action of the Board from making special allowances for equivalent experiences.

- a. All employees shall elect to be paid in twenty (20) or twenty-four (24) equal semi monthly installments on the fifteenth (15th) and the last workday of each month.
- b. When a payday falls on or during the school holiday, vacation or weekend, all employees shall receive their paycheck on the last previous working day.
- c. Credit Union
Employees may individually elect to have a percent of their monthly salary deducted and paid to the Hunterdon County School Employee's Federal Credit Union account twice per month.
- d. Teachers shall receive their final paychecks on the last working day in June, provided all responsibilities are completed and approved by the Chief School Administrator.
- e. Direct Deposit

The Board will continue to offer direct deposit of paychecks when authorized by the employee. Employees may elect a ten (10) month or twelve (12) month direct deposit payment plan.

- f. All employees individually and voluntarily may authorize the School Business Administrator/Board Secretary to make certain additional deductions from his/her salary such as:
 - 1) professional dues
 - 2) voluntary life insurance premiums
 - 3) repayment of employee loans
 - 4) tax-shelter annuities as approved by the board
 - 5) Federal Credit Union
 - 6) Washington National Insurance Premiums

F. Custodians – 2006-2009

- a) Salaries of all custodians re-employed for July 1, 2006 to June 30, 2007 shall be increased by 4.7% of their base salary of 2005-2006.
- b) Salaries of all custodians re-employed for July 1, 2007 to June 30, 2008 shall be increased by 4.2% of their base salary of 2006-2007.
- c) Salaries of all custodians re-employed for July 1, 2008 to June 30, 2009 shall be increased by 4.2% of their base salary of 2007-2008.

G. Homebound Instruction Compensation

Homebound instruction shall be paid at the rate of \$27.50 per hour.

Article XIII

Individual Rights and Privileges

A. Rights & Privileges

1. Nothing contained in this Agreement shall be construed to restrict or deny to any employee such rights and privileges as the employee may have under the New Jersey School Law or other applicable laws and regulations.
 - a) **Required meetings or hearings**

If an employee is required to appear before the Board concerning any disciplinary actions, said employee shall be given prior written notice of the reason(s) for such meeting or hearing and shall be entitled to have a representative(s) of the Association present to advise and/or represent said employee during such meeting.

B. Personnel Records

1. Personnel File

The Board of Education has the right to control the contents of the employee's personnel file. Employees shall have the right, upon written request to the Chief School Administrator, to review the contents of their individual personnel file and to request copies of any documents contained within.

2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in their personnel file unless the employee has had an opportunity to review the material. An employee shall acknowledge the opportunity to review such material by signing the copy to be filed with the express understating that such signature in no way indicates agreement with the contents thereof, an employee shall also have the right to submit a written answer to such material. Said answer shall be reviewed by the Chief School Administrator and attached to the file copy.

This procedure will not be used by the employee to prevent the placement of materials in a personnel file. The Board of Education retains the right to place material in the file if the employee refuses to sign the document.

The administration will give the employee due notice that the signature is delayed and if not received by within 5 school days, the material will be placed into the file with a notation that the employee refused to sign the document.

C. Chief School Administrator Memos

The Chief School Administrator has the right to issue a memo to the staff on any particular area of conduct and performance.

D. Retirement Allowance

Employees shall be compensated for their unused accumulated sick leave upon retirement and after a minimum of fifteen (15) years service, in the Hampton School District.

Compensation will be based on the teacher's salary for the last full year of service prior to retirement and the number of years an employee has been in the New Jersey Teacher's Pension and Annuity Fund. Payment shall be made in two parts, fifty percent (50%) shall be paid 180 days following written notice for retirement but not prior to retirement and fifty percent (50%) one year later. For this purpose, sick days shall include accumulated unused personal days as referred to in Article IXE.

The following schedule shall apply:

<u>Time in the NJ Teacher Pension and Annuity Fund</u>	<u>Ratio</u>
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Days	After 15 Years	1 Day for 3
Days	After 25 Years	1 Day for 2

**Article XIV
Miscellaneous**

A. Separability

If any provision of this agreement or any application of this agreement is held to be contrary to the laws, then such provision or application shall not be deemed valid and existing, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

B. Travel Reimbursement

Board and/or Chief School Administrator approved travel related to school business will be compensated at \$.30 per mile. Request for reimbursement should be made no later than 30 days from the date of travel.

C. Employment Contract

An individual contract between the Board and the individual employee, heretofore and 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.

Article XV

Agency Shop

A. Representation Fee

If any 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 the 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. Payroll Deduction

Once during each membership year, covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the current year.

The Board will deduct the representation fee from the salaries of such employee, in accordance with the payroll deduction schedule. This shall be in equal installments from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck, after the employee begins employment in the bargaining unit position.

Article XVI

Twelve-Month Employees - Custodians

This article covers and pertains to the regular full-time (**twelve-month**) custodian(s) only.

1. **Work Year** – as defined by the employment contract. The Board agrees to reimburse janitors/custodians up to \$50.00 for their boiler licenses per year.
2. **Work Day and Work Week**
 - a) Eight hours including a thirty (**30**) minute lunch period.
 - b) On days when school is not in session, the workday shall consist of eight hours including a thirty (**30**) minute lunch period. All custodians shall work the day shift. The hours are to be determined by the Chief School Administrator after consultation with the custodians.
 - c) The starting and ending time for each custodian's work shift will be established by the Chief School Administrator by September 1st after consultation with the custodians.
3. **Overtime**
 - a) Overtime shall be worked only with the advance approval of the Chief School Administrator and/or Head Custodian.
 - b) All work performed in excess of forty (**40**) hours per week shall be compensated at the rate of one and one-half (**1½**) the custodian's hourly rate.
 - c) A compensated day shall be considered a day worked.
4. **Vacation**

For the purpose of this article, current vacation year is defined as the calendar period beginning July 1 and ending June 30th of the following year.

The full-time custodian(s) will be granted vacation with pay on the following basis:

- a) If employed on or after July 1 of the current vacation year, one-week vacation will be granted, provided that six (6) months of continuous service has been performed.
- b) If during the current vacation year the anniversary of one (1) year but less than seven (7) years employment occurs, two (2) weeks vacation will be granted.
- c) If during the current vacation year the anniversary of seven (7) years but less than 15 years employment occurs, three (3) weeks vacation will be granted.
- d) If during the current vacation year the anniversary of 15 years employment or more occurs, four (4) weeks vacation will be granted.
- e) Vacation days must be taken during the contract period or within one year following the contract year but in no case may vacation be taken that is not yet earned. In scheduling vacations, first consideration shall be the needs of the school, after which seniority shall be governing. All vacation days to be taken must have the prior approval of the Chief School Administrator.

5. Sick Days

The custodian(s) will earn one sick day per each month worked per contract year. Unused sick days will be accumulated from year to year.

6. Personal Business Days

Three (3) personal business days will be granted each year. A maximum of three (3) personal days may be taken in any year with prior notice of four (4) working days. Any unused personal days shall be reimbursed at the Board approved substitute custodian's hourly rate of pay effective with the 2000-2001 contract.

7. Holidays

- a) When twelve (12) month employees are involved, the following ten (10) holidays will be granted (effective with the 2000-2001 contract):
 1. New Year's Day
 2. Presidents' Day
 3. Good Friday
 4. Memorial Day
 5. Independence Day

6. Labor Day
 7. Thanksgiving Day
 8. the day after Thanksgiving
 9. Christmas Day
 10. One floating holiday to be taken after receiving the prior approval of the Chief School Administrator.
- b) When the holiday occurs during the school year, the day celebrated by the district will be taken.
- c) One compensatory day will be provided in place of a holiday that is rescheduled as a school day. In scheduling compensatory days, and approving and scheduling the floating holiday, first consideration shall be the needs of the school, after which seniority shall be governing and all compensatory days must have the prior approval of the Chief School Administrator.

Article XVII

Management Rights

The Board reserves all rights provided by law customarily exercised by management except insofar as any such right may be specially surrendered or abridged by express provision of this agreement. These rights to include but not limited to the rights to hire, terminate, discipline, assign and transfer.

Article XVIII

Duration of Agreement

This agreement shall be effective as of _____ and shall continue in effect until June 30, 2006.

Article XIX

Copies of Agreement

Copies of this agreement shall be printed and the cost thereof shared equally by the Board and the Association within thirty (30) days after the agreement is signed and presented to all employees now employed, by the Board.

Article XX

Signatures of Agreement

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents and attested by their respective secretaries.

Board of Education of the Borough of Hampton

Date:

By: _____ **President**

By: _____ **Secretary**

Hampton Education Association

Date:

By: _____ **President**

By: _____ **Secretary**

2006-07

Salary Guide Step*	BA	BA+15	BA+30	MA	MA+30
A	37,310	38,410	39,460	41,310	42,310
B	37,580	38,680	39,730	41,580	42,580
C	38,310	39,410	40,460	42,310	43,310
D	38,810	39,910	40,960	42,810	43,810
E	39,310	40,410	41,460	43,310	44,310
F	40,820	41,920	42,970	44,820	45,820
G-H	42,630	43,730	44,780	46,630	47,630
I-J	44,940	46,040	47,090	48,940	49,940
K	47,750	48,850	49,900	51,750	52,750
L	50,470	51,570	52,620	54,470	55,470
M	53,180	54,280	55,330	57,180	58,180
N	56,200	57,300	58,350	60,200	61,200
O	59,400	60,500	61,550	63,400	64,400
P	62,780	63,880	64,930	66,780	67,780

*These steps are not equal to years of experience.

2007-08

Salary Guide Step*	BA	BA+15	BA+30	MA	MA+30
A	38,500	39,600	40,650	42,500	43,500
B	39,000	40,100	41,150	43,000	44,000
C	39,500	40,600	41,650	43,500	44,500
D	40,000	41,100	42,150	44,000	45,000
E	40,500	41,600	42,650	44,500	45,500
F	41,000	42,100	43,150	45,000	46,000
G	42,810	43,910	44,960	46,810	47,810
H-I	45,120	46,220	47,270	49,120	50,120
J-K	47,930	49,030	50,080	51,930	52,930
L	50,650	51,750	52,800	54,650	55,650
M	53,360	54,460	55,510	57,360	58,360
N	56,380	57,480	58,530	60,380	61,380
O	59,580	60,680	61,730	63,580	64,580
P	62,960	64,060	65,110	66,960	67,960

*These steps are not equal to years of experience.

2008-09

Salary Guide Step*	BA	BA+15	BA+30	MA	MA+30
A	40,100	41,200	42,250	44,100	45,100
B	40,600	41,700	42,750	44,600	45,600
C	41,100	42,200	43,250	45,100	46,100
D	41,600	42,700	43,750	45,600	46,600
E	42,100	43,200	44,250	46,100	47,100
F	42,600	43,700	44,750	46,600	47,600
G	43,100	44,200	45,250	47,100	48,100
H	45,410	46,510	47,560	49,410	50,410
I-J	48,220	49,320	50,370	52,220	53,220
K-L	50,940	52,040	53,090	54,940	55,940
M	53,650	54,750	55,800	57,650	58,650
N	56,670	57,770	58,820	60,670	61,670
O	59,870	60,970	62,020	63,870	64,870
P	63,250	64,350	65,400	67,250	68,250

*These steps are not equal to years of experience.