

84-86

INTRODUCTION

This Agreement entered into this 7th day of February 1985, by and between the Board of Education of Hamburg, New Jersey, hereinafter called the "Board", and the Hamburg Education Association, hereinafter call the "Association".

RESOLVED, in consideration to the following mutual covenants, it is hereby agreed as follows:

*H.E.A.
Official
[Signature]*

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ARTICLE I
RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all ten (10) month contracted teaching staff members. 18:A 1-1 (defined)

ARTICLE II
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

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

2. Aggrieved Person

An "aggrieved person" is the teacher or teachers or the Association making the claim.

B. PROCEDURE

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

2. Time Limits

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

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

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

4. Year-end Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end

of the school year or as soon thereafter as practicable.

5. Level one - Principal or Immediate Superior

A teacher with a grievance shall first discuss it with the Superintendent or his/her designee, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

6. Level two - Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at level one, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) school days after the decision at level one or ten (10) school days after the grievance was presented, whichever is sooner.

Within five (5) school days after receiving the written grievance, the Association shall refer it to the Board for a hearing. A board hearing shall be granted within fifteen (15) school days after the grievant's filing for appeal. The Board shall render its decision within ten (10) days after the completion of the hearing.

If after a "cooling-off-period" of ten (10) days the grievance remains unsolved, either party may proceed to arbitration.

7. Arbitration

a. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the American Arbitration Association in the selection of an arbitrator.

b. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are

submitted to him. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory.

c. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

C. RIGHTS OF TEACHER TO REPRESENTATION

1. Teacher and Association

Any aggrieved teacher after level one may be represented at all other stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association at no cost to the Board of Education.

2. Meetings and Hearings

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

3. Any teacher involved in a grievance procedure is obliged to follow administrative directives and Board policies while the grievance procedures are being reviewed.

D. SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of a grievance shall not be kept in the personal file of any of the participants.

ARTICLE IIIASSOCIATION RIGHTS AND PRIVILEGESA. INFORMATION

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program.

B. RELEASE TIME FOR MEETINGS OUTSIDE OF DISTRICT

With the approval of the Superintendent any representative of the Association or any Teacher may participate during working hours, in negotiations, grievance proceedings, conferences, or meetings, and shall suffer no loss in pay.

C. USE OF SCHOOL EQUIPMENT AND FACILITIES

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

D. RELEASE TIME FOR MEETINGS INSIDE DISTRICT

Whenever any teacher is mutually scheduled by the parties (HEA/HBE and/or Superintendent) to participate during working hours in negotiations, grievance proceedings, conferences or meetings he/she shall suffer no loss in pay.

ARTICLE IV
TEACHER RIGHTS

A. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict, to any teacher, such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers thereunder shall be deemed to be in addition to those provided in the Agreement.

B. MEETINGS WHICH COULD ADVERSELY AFFECT EMPLOYMENT

Whenever any teacher is required to appear before any administrator, Board, or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of the teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a teacher pending charges shall be with pay. If and when a teacher is found guilty all pay received during the suspension shall be returned to the Board.

C. EVALUATION OF STUDENTS

The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Hamburg School District based upon his/her professional judgement of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed without justification to the teacher.

D. CRITICISM OF TEACHERS

Any questions or criticism by a supervisor or the Superintendent of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

E. PERSONAL RECORDS

A teacher shall have the right, upon request, to review the content of his/her personnel file and to make copies with Board equipment of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other material in his/her file which he/she believes to be obsolete or otherwise inappropriate. Said documents shall be reviewed by the Superintendent or his/her designee, and if he/she desires, amendable notes may be added to show changes in the situation.

F. DEROGATORY MATERIAL

1. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

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

G. NO SEPARATE FILE

Although the Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, the Board shall not establish any separate personnel file which is not available for the teacher's inspection.

ARTICLE VTEACHING HOURS AND TEACHING LOADA. TEACHER DAY

The workday for classroom instruction shall consist of not more than six (6) hours and thirty (30) minutes which shall include instructional, preparational, and a duty-free lunch period. In addition to the workday for classroom instruction, teachers shall arrive ten (10) minutes before and remain fifteen (15) minutes after the close of the pupil's day. On Fridays or on days preceding holidays or vacation, the teachers' day shall end at the close of the pupil's day unless otherwise announced.

B. LUNCH PERIODS

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

2. Leaving the Building

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

C. MEETINGS1. Prior to Holidays and Weekends

Whenever possible, meetings which take place after the regular workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.

2. Faculty

Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty meetings. Such meetings shall begin no later

than fifteen (15) minutes after the student dismissal time.

3. Association Right to Speak

An Association representative may speak to the teacher during any meeting referred to in Article V, Section C. Par. 2, for a reasonable period of time on the request of a representative.

D. INCLEMENT WEATHER

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

E. DEFINITION OF IN-SCHOOL WORK YEAR

The work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

F. MONITORING DUTIES

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

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

3. The required supervision of evening duties shall be secured solely through volunteer persons, who as compensation for their efforts, shall receive \$25.00 per person, per evening assignment. The HEA shall provide to the Superintendent, a list of suitable persons who shall provide supervision for assignment to such duties.

4. All teachers shall be released from the duty of collecting monies for various programs and/or activities throughout the school year with the exception of the following:

a - Lunch money

b - Specific classroom activities that would apply just for that grade.

G. PREPARATION TIME

Teachers shall have five (5) preparational periods per week, of at least forty (40) minute duration, when they shall not be assigned any other duties.

H. TUTORING DUTIES

All teachers shall be available during the week to tutor when needed as reasonably requested by either a student or the teacher.

ARTICLE VI
TEACHER EMPLOYMENT

A. NOTIFICATION

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

B. NOTIFICATION OF CONTRACT

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30. Teachers shall, in turn, notify the Board of their intentions for the ensuing year no later than May 15.

C. PLACEMENT ON SALARY SCHEDULE

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

2. Adjustment of Salary Schedule

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

ARTICLE VII
SUBSTITUTES

A. LIST

During the academic year the Board agrees to maintain, to the best of their ability, a list of substitute teachers.

B. COVERAGE

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

ARTICLE VIIITEACHER FACILITIESA. LISTING OF FACILITIES

During the academic year, the Board shall provide, whenever economically possible, the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. A serviceable desk, chair and filing cabinet for exclusive use of each teacher.
3. Copies, exclusively for each teacher's use, of all texts used in the subject taught by the teacher.
4. Needed books, paper, pencils, pens, chalk, chalkboard space and other materials required in daily teaching responsibility.
5. A communication system so that teachers can communicate with main office from their classrooms.
6. Lighted and cleaned teachers' restroom, separate from the students' restroom.
7. Closet space for each teacher to store coat, overshoes and personal articles.
8. Maintained off-street parking facilities.

ARTICLE IXTEACHER ASSIGNMENTA. NOTIFICATION DATE FOR PRESENTLY EMPLOYED TEACHERS

All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 30, except in cases of emergency.

B. REVISIONS

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

C. ASSIGNMENT CRITERIA

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

ARTICLE XNON TENURED TEACHER EVALUATIONA. FREQUENCY

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

B. GENERAL CRITERIA1. Open Evaluation

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

2. Evaluation by Certificated Supervisors

Teachers shall be evaluated only by persons who are currently certified by the New Jersey State Board of Examiners to supervise instruction and who are currently employed on a full-time basis by the Hamburg Board of Education, except in cases of emergencies.

3. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any 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. Standardized Tests

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

C. EVALUATION PROCEDURE

1. Communication

Prior to any evaluation report the Superintendent shall have had appropriate communication with the teacher which shall include all steps in Par. 2, Article 10, Section C, of this agreement.

2. Reports

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

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

b. Such reports shall be addressed to the teacher.

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

- (1) Teacher strengths evidenced during the period since the previous report.
- (2) Weaknesses of the teacher as evidenced during the period since the previous report.
- (3) Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

D. TERMINATION OF EMPLOYMENT

Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.

ARTICLE XINOTIFICATION OF STATUSA. DATE

On or before April 30, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30, either:

1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or

2. A written notice that such employment shall not be offered.

B. REASONS

Any non-tenured teacher who receives a notice of non-employment may, within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement may be given to the teacher in writing within five (5) days after receipt of such request.

C. NOTIFICATION OF INTENTION TO RETURN

If the teacher desires to accept such employment, he/she shall notify the Board of such acceptance, in writing, on or before May 15, in which event such employment shall continue as provided for herein. In default of such notice, the Board shall not be required to continue the employment of the teacher.

ARTICLE XIIEXTENDED LEAVES OF ABSENCEA. MILITARY

Military leave without pay shall be granted to any teacher who is inducted or enlists in time of national emergency in any branch of the armed forces of the United States for the period of said induction or national emergency and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at the time of discharge.

B. MATERNITY1. Natural Birth

The Board shall grant maternity leave without pay to any tenure teacher upon request subject to the following stipulations and limitations:

- a. Maternity leave shall commence and end on the dates requested in writing by the teacher, subject to approval by the Board.
- b. Any teacher granted maternity leave shall be restored to a teaching position upon written request and approval of the Board.
- c. No teacher shall be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse between childbirth and the desired date of return; when medical documentation of fitness is provided to the Board.
- d. The Board shall remove any teacher from her duties during pregnancy unless the teacher can produce a certificate from her physician that she is medically able to continue teaching.
- e. If leave commences prior to May 15th of a given year and the teacher wishes to return to the staff for the forthcoming academic year (same calendar year as when the leave commenced) she must file a written notice of her intention to return no later than April 15

to the Board. If this notice is not received by April 15, leave is automatically extended until the beginning of the following academic year.

f. If a teacher does not wish to return to the staff as described in Article XII, Section B., Paragraph 1, Sub-sections e and f, the Board shall require a written notice of termination by April 15th.

g. Any teacher granted maternity leave according to the provisions of this section may at his or her discretion elect to use 60 of his or her accumulated sick leave and receive full pay and full benefits during this leave time. This is to be applied to 30 days before doctor determined due date and 30 days thereafter.

C. BENEFITS

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

EXTENSIONS AND RENEWALS

All extensions and/or renewals of leaves shall be applied for and acknowledged in writing with the approval of the Board

ARTICLE XIIIVOLUNTARY TRANSFERS AND REASSIGNMENTSA. NOTIFICATION OF VACANCIES1. Date

No later than July 1st of each year, the Superintendent shall make known to the faculty a list of known vacancies.

2. Filing Requests

Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent by May 15, of the current year.

3. Written Notification

As soon as practicable, and no later than July 30, the Superintendent shall notify and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred.

B. CRITERIA FOR ASSIGNMENT

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system as determined by the Superintendent. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewed or subsequent request made in the following academic year shall be granted under the conditions described above, unless there is no available position to which the teacher can be transferred or an adequate replacement for the teacher cannot be obtained.

ARTICLE XIVMISCELLANEOUS PROVISIONSA. SEPARABILITY

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

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

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

C. PRIVATE NEGOTIATIONS

The negotiations between the Board and the Association shall be conducted in private.

D. MODIFICATION

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

ARTICLE XVABSENCE FOR PERSONAL ILLNESSA. DEFINITION

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

B. SICK DAYS

All teachers employed shall be entitled to twelve (12) sick days with full pay in each academic year.

C. ACCUMULATION

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

D. ABSENCE ON SICK LEAVE

1. Absence on sick leave shall be charged first to the twelve (12) day allowance for the current year until it is fully utilized, and thereafter, to the cumulative credit to the extent that such credit is available to the individual teacher.

2. In all absences on sick leave exceeding three (3) consecutive school days, the teacher shall be required to file a physician's certificate with the Superintendent upon return. The Superintendent may require a physician's certificate of illness when sick leave exceeds twelve (12) school days in the academic year.

E. NOTIFICATION OF ACCUMULATION

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

ARTICLE XVITEMPORARY LEAVES OF ABSENCEA. TYPES OF LEAVE

At the beginning of each academic year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each academic year:

1. Death

Up to three (3) days at any time in the event of death of a teacher child, spouse, parent, father-in-law, mother-in-law, brother and sister. This leave to be used within five (5) working days following death.

2. Personal Days

Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during working hours shall be available.

Except in cases of emergency, personal days shall be used with notification to the Superintendent of at least three (3) days in advance of the day requested; with only one (1) personal day to be taken on a Monday and one (1) personal day to be taken on a Friday per academic year. Except in cases of emergency, the following days shall be excluded from the availability of personal days: The day prior to and the day following all school scheduled vacations, which shall include Thanksgiving, Christmas, Winter, Spring, and Easter.

Emergency shall be defined as, "an extraordinary personal occurrence that could not be addressed on any other day".

In the event of multiple days requested, approval must be obtained from the Superintendent. Notification shall be five (5) school days to date requested. Response from Superintendent shall be within three (3) days.

B. IN ADDITION TO SICK LEAVE

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

ARTICLE XVIIHEALTH CARE COVERAGE

- A. New Jersey Blue Cross, Blue Shield, Rider J and Major Medical benefits or its equivalent as mutually agreed, for teaching staff members, as described in Article I, and eligible dependents, shall be provided by the Board.

ARTICLE XVIIIUNUSED SICK LEAVEA. RETIREMENT BENEFITS

Effective July 1, 1985, upon retirement, teachers who have completed twenty (20) years service in the Hamburg School District shall be eligible for 40% of their unused sick days at \$20.00 per day up to a maximum of \$1500.00 per employee, provided that the proper filing process to draw pension annuity be completed according to the rules of the Teachers Pension Annuity Fund. Teachers planning to retire July 1985, shall be required to give notice of their intent to the Superintendent no later than December 15, 1984. Teachers planning to retire July 1986, shall be required to give notice of their intent to the Superintendent no later than November 15, 1985.

ARTICLE XIXSALARIESA. METHOD OF PAYMENT1. Ten (10) Month

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

2. Exceptions

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

3. Final Pay

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

B. ADDITIONAL CREDITS

1. Any regularly employed teacher who has or shall achieve fifteen (15) graduate school credits in his field of education beyond the B.A. degree on or before October 31, shall receive \$400.00 in addition to basic salary.

2. Any regularly employed teacher who has or shall achieve thirty (30) graduate school credits in his/her field of education beyond the B.A. degree on or before October 31, shall receive \$800.00 in addition to basic salary.

3. Any regularly employed teacher who has or shall achieve fifteen (15) graduate school credits in his field of education beyond the M.A. degree on or before October 31, shall receive \$400.00 in addition to basic salary.

4. Any regularly employed teacher who has or shall achieve thirty (30) graduate school credits in his/her field of education beyond the M.A. degree on or before October 31, shall receive \$800.00 in addition to basic salary.

5. The Board will pay \$70.00 per graduate credit earned during the fiscal year. The total number of credits to be subsidized for one staff member not to exceed nine. It is agreed that the tuition reimbursement provisions shall not exceed \$2,200.00.

C. EXTRA DUTY POSITIONS

When the Board and Association mutually agree, the following services shall be offered as extra-duty positions and shall be compensated for at a rate of pay attached hereto and identified as Schedule B. Each teacher performing extra duty shall be placed on the proper step each academic year.

Notification of extra-duty positions shall be posted no later than July 30, service to begin September 1.

D. MID YEAR SALARY GUIDE ADJUSTMENT

The Board agrees to place a teacher on the next salary level with the appropriate salary increase effective February 1, if the teacher earns the required number of credits to be eligible for that level prior to February 1. It is understood that said teacher must submit to the Superintendent prior to October 31, a written notice that he/she intends to reach the next horizontal salary level by February 1, for the coming academic year.

ARTICLE XX
PART-TIME STAFF MEMBERS

A. DEFINITION

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

B. HEALTH CARE PROTECTION

No part-time teaching staff member will have health care protection paid for by the Board except for those part-time teaching staff members hired on or before the 1976-77 contract year or any full time teaching staff member reduced to part-time in the future.

C. SICK LEAVE

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

D. PERSONAL DAYS

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

E. DEATH DAYS

This leave will be on a pro-rated basis. (Example - 40% will get $.4 \times 3 = 1.2$ or 1 day.)

ARTICLE XXI

DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 1984 and shall continue in effect through June 30, 1986.

B. STATUS OF INCORPORATION

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

HAMBURG EDUCATION ASSOCIATION

By *Robert Connor*
Its President

By *Gail R. Baum*
Its Secretary

HAMBURG BOARD OF EDUCATION

By *Pete E. Brown*
Its President

By *Cynthia May*
Its Secretary

SCHEDULE A
SALARY INCREASE

Effective July, 1984, salaries for full time teachers to be increased by \$1800.00 per teacher inclusive of increment. Longevity movements would be in addition to the \$1800.00.

Effective July 1, 1985, salaries for full time teachers to be increased by \$1900.00 per teacher inclusive of increment. Longevity movements would be in addition to the \$1900.00.

SCHEDULE A, B, C,

See attached.

1. Teachers who have completed 20 years of employment in the Hamburg School District shall receive an annual amount of \$850.00 over and above the salary guide.
2. Teachers who have completed 25 years of employment in the Hamburg School District shall receive an annual amount of \$1,200.00 over and above the salary guide.
3. Teachers who have completed 30 years of employment in the Hamburg School District shall receive an annual amount of \$2,000.00 over and above the salary guide.
4. Teachers receiving \$650.00 on or before June 30, 1982 will continue to receive \$650.00 until they reach the first step of longevity. Then they will receive the longevity step in place of \$650.00.

SCHEDULE A

SALARY GUIDE 1984-1985

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>
1.	13,133.	14,289.
2.	13,818.	14,974.
3.	14,503.	15,659.
4.	15,188.	16,341.
5.	15,898.	17,052.
6.	16,595.	17,747.
7.	17,325.	18,477.
8.	17,901.	19,053.
9.	18,441.	19,207.
10.	19,353.	20,503.
11.	20,078.	21,226.
12.	20,799.	21,947.
13.	21,522.	22,669.
14.	22,156.	23,303.
15.	22,961.	24,107.
16.	23,680.	24,826.
17.	24,724.	25,885.

The attached Schedule A Salary Guide is for this contract period only. A new salary guide will be established as per agreement signed 11/3/84 that a committee be established prior to next negotiations process.

SCHEDULE A

SALARY GUIDE 1985-1986

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>
1.	14,348.	15,504.
2.	15,033.	16,189.
3.	15,718.	16,874.
4.	16,403.	17,559.
5.	17,088.	18,241.
6.	17,798.	18,952.
7.	18,495.	19,647.
8.	19,225.	20,377.
9.	19,801.	20,953.
10.	20,341.	21,107.
11.	21,253.	22,403.
12.	21,978.	23,126.
13.	22,699.	23,847.
14.	23,422.	24,569.
15.	24,056.	25,203.
16.	24,861.	26,007.
17.	25,580.	26,726.
18.	26,624.	27,485.

The attached Schedule A Salary Guide is for this contract period only. A new salary guide will be established as per agreement signed 11/3/84 that a committee be established prior to next negotiations process.

SCHEDULE B
EXTRA DUTY POSITIONS

<u>ACTIVITY</u>	<u>YEARS OF COACHING EXPERIENCE</u>			
	1	2	3	4
Basketball (Head)	350	400	450	550
(Asst)	250	250	275	300
Wrestling (Head)	600	650	700	825
(Asst)	250	300	350	450
Track (Head)	350	400	450	575
(Asst)	300	300	350	400
Cheerleading	400	425	450	475

SCHEDULE C

CO-CURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>YEARS OF EXPERIENCE</u>			
	1	2	3	4
Intramural Soccer	250	300	350	400
Intramural Volleyball	250	300	350	400
Drama (Head)	350	400	450	500
(Asst)	250	300	350	400
Safety Patrol	75	125	150	200
A.V.A.	350	400	450	550