

**AGREEMENT  
BETWEEN  
THE SOUTHAMPTON TOWNSHIP EDUCATION ASSOCIATION  
AND THE  
SOUTHAMPTON TOWNSHIP BOARD OF EDUCATION**

**EFFECTIVE  
JULY 1, 2006 TO JUNE 30, 2009**

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## **ARTICLE I**

### **RECOGNITION**

The Board hereby recognizes the Southampton Township Education Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for contracted employees meaning certified teaching personnel, librarians, nurses, L.D.T.C., psychologist, guidance counselors, and social worker in the employ of the board.

Unless otherwise indicated, the terms "teachers" when hereinafter used in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

## **ARTICLE II**

### **NEGOTIATIONS**

- F. Any agreement so negotiated shall apply to all teachers, be reduced to writing, and signed by authorized representatives of the Board and of the Association subject to ratification by a majority vote of quorum of the full board.
- G. This agreement incorporates the entire understanding of the parties on the matters that were subjected to negotiations.
- H. In an effort to expedite negotiations, the Board of Education's negotiations committee and the Teachers' Committee will meet on or before 15 December. If both parties agree, the date may be postponed. At this meeting, written proposals will be exchanged between the Board's negotiations committee and the teachers' negotiations committee.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### A. Definitions

##### 1. Grievance

A "Grievance" is a claim by a teacher or the Association based upon the interpretations, application or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of a teacher or a group of teachers.

##### 2. Aggrieved person

An "Aggrieved person" is the person or persons or the Association making the claim.

##### 3. Party in interest

A "Party in Interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose

The purpose of this procedure is to secure, through an orderly process, rapid and reasonable resolution to problems at the lowest possible level.

C. Pre-grievance Procedure

Prior to the filing of a formal grievance the staff member or the Association's designated representative shall first discuss the complaint with the building Principal directly, with the object of resolving the matter. If no agreement can be reached in five (5) workdays, the grievance moves to Level 1. All grievances shall be presented within twenty (20) work days of the occurrence or within twenty (20) work days after a teacher would reasonably be expected to know of its occurrence for resolution in the appropriate manner.

D. Procedure

1. Level One

- a. This initial complaint shall make known the full details of the grievance, so that a decision can be based upon total pertinent information.
- b. The written grievance will include the following:
  - The date the grievance is being filed;
  - The date of the action or occurrence giving rise to the grievance;
  - The reason for the grievance;
  - The specific contractual provision(s) and/or board policy(ies), and/or administrative decisions affecting the terms and conditions of employment allegedly violated;
  - The remedy being sought
- c. If the complaint is resolved at this level, the building Principal will write a report that must be agreed to and signed by the complainants. Such report will then be submitted to the Chief School Administrator for his/her records. A copy shall be provided to the Association.
- d. If the complaint is not resolved at this level, the building Principal will respond in writing within five (5) workdays of receipt of the grievance. Within ten (10) workdays of receipt of the Principal's response, the aggrieved may appeal the decision to the Chief School Administrator. The grievance will move to level two.

## 2. Level Two

The aggrieved person, no later than ten (10) workdays after receipt of the Principal's decision, may appeal the decision to the Chief School Administrator. The appeal to the Chief School Administrator must be made in writing, reciting the matter as submitted to the Principal and stating his or her dissatisfaction with the decision previously rendered.

- a. If the complaint is resolved at this level, the Chief School Administrator will write a report that must be agreed to and signed by the complainants. A copy shall be provided to the Association.
- b. If the complaint is not resolved at this level, the Chief School Administrator will respond in writing within five (5) workdays of receipt of the grievance. Within ten (10) workdays of receipt of the Chief School Administrator's response, the aggrieved may appeal the decision to the Board of Education. The grievance will move to level three.

## 3. Level Three

The Chief School Administrator will forward the request immediately to the Secretary of the Board who will request that the grievance be heard by the Board, or, at its option, by a committee of the Board, within fifteen (15) work days.

- a. All records of the preceding meetings on this grievance will be forwarded by the Chief School Administrator to:
  1. Board Secretary
  2. Aggrieved Person
  3. Association Secretary
- b. The aggrieved person, Board and/or Chief School Administrator may bring any Party in interest to the meeting if he/she feels it necessary to present his/her situation.
- c. A decision in writing will be rendered within twenty (20) workdays of the hearing to all participants.

## 4. Level Four

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within twenty (20) work days after the hearing under Level Three, the Association may proceed to arbitration by giving written notice thereof to the Board within fifteen (15) work days after the receipt of the decision at Level Three or the expiration of said twenty (20) work days, whichever is sooner. Only the parties signatory to this Agreement shall have the right to proceed to arbitration and said right shall not accrue to an individual employee.
- b. Upon receiving said written notice, the parties shall submit a request to the Public

Employment Relations Commission for a list of Arbitrators. The parties shall then be bound by the rules and procedures of PERC.

- c. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall not have jurisdiction to determine the arbitrability of substantive issues before him/her but rather such issues shall be determined by the appropriate agency, quasi-judicial or judicial body. He/she can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board or any administrative decision. The arbitrator shall be without power or authority to make any decision, which requires the commission of any act, prohibited by law or which is violative of the terms of this agreement.
- d. Where the grievance concerns an alleged improper interpretation, application or violation of this Agreement, the decision of the arbitrator shall be final and binding upon the parties. Where the grievance concerns an alleged improper application of policies of the Board or administrative decisions, the decision of the arbitrator shall be advisory only and shall not be binding upon the parties. The decision of the arbitrator shall be transmitted only to the Board, the Association and the aggrieved person.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, any 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.

#### E. Miscellaneous

##### 1. Reprisals

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest or any member of the Association by reason of such participation.

##### 2. Separate Grievance File

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

##### 3. Forms

Forms for filing grievances, service notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and the Board and given appropriate distribution so as to facilitate operation of the grievance procedure. Such forms will be prepared by September 1 of the current contract year.

##### 4. Meetings and Hearing

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest heretofore referred to in this Article.

5. End of Year

Any grievance should be initiated before May 10. Any initiated after May 10 will not be processed before September 1 of the following school year.

F. The following matters shall not be grievable:

1. The termination of, or nonrenewal of, the contract of a nontenured teacher.
2. In matters where a method of review is prescribed by law, or by any rule or regulation of an administrative or quasi-judicial agency, Board or Commission.
3. Any alleged violation of a teacher's rights where the relief demanded by the teacher is the payment of money damages for alleged wrongful discharge or the reinstatement of employment.

## **ARTICLE IV**

### **TEACHER'S RIGHTS**

A. Rights and Protection

Rights and protection in representation of teachers are pursuant to N.J.S.A. 34:13A-1 et seq. or other laws of New Jersey or the Constitutions of New Jersey and the United States.

B. Criticism of Teachers

Any question or criticism by a supervisor, administrator or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

C. Faculty Lounge

The faculty lounge may be used by all staff members. They shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge. However, it shall be regularly cleaned by the school's custodial staff.

D. Personnel Files

Unit members shall have the right, upon written request to review the contents of their personnel file in the presence of an administrator or his/her designee. Such review shall be accomplished within four (4) school days after the administration's receipt of the unit member's request. The Board reserves the right to remove pre-hire recommendations from files being reviewed.

E. Just Cause

No tenured teacher shall have a written reprimand placed in his/her personnel file or be reduced in compensation without just cause. Any such action taken by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth except this paragraph shall not apply to teacher evaluations.

F. Meetings

A meeting between the Chief School Administrator and an Association officer may be scheduled after the departure of the "walkers" and prior to the close of the school day. It is clearly understood that only the Chief School Administrator may schedule a meeting during this time.

## **ARTICLE V**

### **TEACHING HOURS AND TEACHING LOAD**

A. Length of School Day

1. The teachers' normal workday shall consist of 7 hours, 25 minutes.
2. Teachers will be available to parents and students for consultation before or after the normal workday by advance appointment with the teacher's knowledge. Such consultations and conferences are recognized as a professional responsibility and shall be encouraged by the Association.
3. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes. Teachers shall "sign-out" when leaving the building and "sign-in" upon returning. In the event of an emergency, teachers will be available to handle classes.

B. Preparation Time

1. The Board will make every effort to provide teachers with a daily preparation time. It is understood that a reduction in teacher specialists could have an adverse effect on said preparation time. Teachers who are assigned less than five (5) preparation periods in a five (5) day work week shall be compensated at the home instruction rate.
2. Best efforts will be made to accomplish common preparation time for teachers involved in inclusion. This time will be provided within the framework of preparation time presently allowed.
3. Part-time teachers will receive preparation time at a minimum rate of 5 minutes per day, per period taught. This preparation time will be part of the scheduled day and included in the calculation of salary as described in Article VIII – Salaries.

C. Check in Procedure

Unit members shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in/sign-out" roster. The "sign-in" sheet shall be removed by the administrator or his/her designee one-minute after the official reporting time. A teacher not signing in at the designated place before removal of the "sign-in" sheet is late.

D. Teacher Load

The Board agrees to continue its efforts to keep class size at an acceptable number of twenty-five (25) pupils. Insofar as special education and kindergarten are concerned, state guidelines shall be followed.

E. Unauthorized Early Departure

It is fundamental that school programs cannot be properly conducted when members of the teaching staff depart before the prescribed time. The Board of Education is prohibited from paying for services not rendered, as is the case when a faculty member does not comply with the working day prescribed by the Board of Education. Unauthorized early departures are prohibited.

**ARTICLE VI**

**NONTEACHING DUTIES**

A. Intent

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that the teacher's energies should, to the extent possible, be utilized to this end. It is recognized that teachers command respect and have the requisite disciplinary skills that serve to make a good environment in the cafeteria. Therefore, teachers may volunteer to supervise the cafeteria and be compensated per lunch period. If no teacher volunteers, administration will assign available staff.

Beginning in 2007-2008, lunch duty can be assigned as a duty period without compensation. Lunch duty assignments will be rotated and distributed evenly.

If volunteer(s) are used in lieu of lunch period, compensation will be paid accordingly per lunch period:

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
\$19.00	\$20.00	\$21.00

## B. Application

1. Personnel other than teachers shall perform nonteaching duties and the teachers shall not be required to correct standardized tests.
2. Up to two playground assignments can be made in each week without additional compensation.
3. Teachers shall receive \$5.00 for each additional assignment above two (2) in a week. Payment will be made on June 30<sup>th</sup> each year.
4. The parties are committed to student safety. To that end, each principal will consult with the staff annually to discuss playground supervision requirements as well as other student-safety-related matters.

## C. Professional Functions

Teachers may be required to be present for up to seven (7) evenings per school year for related professional functions conducted after normal school hours. Related professional functions shall consist of, but not be limited to, art and music festivals, Back-to-School Night, science and social studies fairs and parent consultations but shall not include P.T.A. meetings. With the exception of Back-to-School Night and parent conferences, teachers attending graduate classes shall be excused from attending these functions and specific accommodations shall be made.

## D. Parent-Teacher Conferences

1. The one fall evening conference shall end at 9:00 p.m. for all schools. For conferences at School #3, parents will be seen on a first come, first served basis, between 1:30 and 4:00 p.m. and between 5:30 and 9:00 p.m. Schools #1 and #2 parents shall continue to be seen by appointment.
2. The second and third days of conferences will be held in the afternoon between 1:30 p.m. and 3:00 p.m. School #1 and School #2 parents shall be scheduled by appointment. School #3 parents will be seen on a first come, first served basis.
3. Teachers will schedule parent-teacher conferences themselves. Following scheduling, each teacher shall submit a duplicate copy of his/her schedule to administration. Administration will be responsible for initiating conference scheduling.

## E. Writing of Curricula

Teachers who are asked to write curriculum shall be advised, in advance, of the scope of the assignment, and the amount of compensation, which will be paid, based on the home instruction rate. Upon the teacher accepting the assignment, no additional compensation will be paid.

## **ARTICLE VII**

### **TEACHER EMPLOYMENT**

- A. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15<sup>th</sup> of the year in question. If May 15<sup>th</sup> falls on a non-business day, the next business day thereafter shall be the notification date.
- B. The teacher work year shall be no more than 186 days.
- C. All tenured teachers shall be notified of their assignments for the following school year no later than July 1, when administratively practical.
- D. Teachers paid on Schedule B shall be given a written job description and a written annual contract by September 15 and a written evaluation upon completion of the assignment.

## **ARTICLE VIII**

### **SALARIES**

- A. Salary Schedule
  - 1. Schedule A: The salary of each teacher covered by this Agreement is set forth in Schedules A-1, A-2, A-3, and Service Increments which are attached hereto and made part hereof for the year indicated.
  - 2. Schedule B: The salaries set forth on Schedule B shall be paid to teachers for the annual remuneration for performing extra-curricular duties as shown on said Schedule B. Payment for Schedule B duties will be made within thirty (30) days following the completion of duties as certified by the Principal.
  - 3. Schedule C: The hourly rate for home instruction is set forth in Schedule C.
  - 4. Schedule D: The hourly rate for after hours non-instructional supervision is set forth in Schedule D.

## B. Part-time Teachers

### 1. Part-time Daily

A teacher who works part of the regular workday five (5) days per week (regular workday = nine periods) shall be compensated at a salary based on the appropriate step of the regular salary guide.

Example:

A part-time teacher who teaches four classes (with 20 minutes of paid preparation time) shall be compensated at 4.5 / 9 of the regular guide salary.

Step 3 – BA Guide (2006 – 2007)

$\$42,900 \times 4.5 / 9 = \$21,450$  annual salary

Salary to be paid in the same manner as full-time teachers.

### 2. Part-time Weekly

A teacher who works the regular workday, but less than five (5) days per week shall be compensated at a salary based on the appropriate step of the regular salary guide. Any days worked in excess of the actual reduced work year shall be compensated at the per diem rate.

Example:

A part-time teacher who works three (3) days per week shall be compensated at 3/5 of the regular guide salary.

Step 3 – BA Guide (2006 – 2007)

$\$42,900 \times 3/5 = \$25,740$  annual salary

Salary to be paid in the same manner as full time teachers.

$186 \times 3/5 = 112$  work days per year

Per Diem rate =  $\$42,900 / 200 = \$214.50$  for every day over 112 days.

### 3. Part-time daily and Weekly??

A teacher who works part of the regular workday, and less than 5 days per week shall be compensated at a pro-rated salary based on the appropriate step of the regular salary guide. Any days worked in excess of the actual reduced work year shall be compensated at the per diem rate.

Example:

A part-time daily and weekly teacher who works three (3) days per week and four (4) periods per day (with 20 minutes of paid preparation time) shall be compensated at a pro-rated salary.

Step 3 – BA Guide (2006 – 2007)

$\$42,900 \times 4.5 / 9 \times 3 / 5 = \$12,870$  annual salary

Salary to be paid in the same manner as full- time teachers.

C. With the exception of sabbatical leave, (Article XIII, 8) a teacher will earn a year of service if he/she has worked one (1) day more than one half of the total work days in the school year.

D. Methods of Payment

1. Ten (10) Month

Teachers shall receive 20 equal semi-monthly installments on the fifteenth and last day of the month.

2. Final Pay

Each teacher shall receive his/her final pay on his/her last working day in June, providing all the sign-out procedures are satisfactorily completed.

3. Direct Deposit

Optional direct deposit into employees' personal bank accounts shall be provided.

E. Any days worked in excess of the contracted work year by Association members of the Child Study Team will be compensated per Child Study Team member per case at the rate of :

2006-2007	2007-2008	2008-2009
\$230.00	\$242.00	\$255.00

**ARTICLE IX**

**TEACHER EVALUATION**

A. General Criteria

1. Copies of Evaluation

A teacher shall be given a copy of any formal class visits or evaluation report prepared by his evaluators.

2. Standardized Tests

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

## **ARTICLE X**

### **FAIR DISMISSAL PROCEDURE**

#### A. Notification of Status

In accordance with Title 18A:27-10:

##### 1. Date

On or before May 15<sup>th</sup> of the year in question, the board shall give each non-tenured teacher continuously employed since September 30<sup>th</sup> either:

- a. 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 increase in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b. A written notice that such employment shall not be offered.

## **ARTICLE XI**

### **SICK LEAVE**

#### A. Accumulative

1. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave shall accumulate from year to year with no maximum limit. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15<sup>th</sup> of each school year.
2. Any teacher who has not used any sick leave during a contract year shall be awarded a \$100 savings bond to be issued by September 30<sup>th</sup>.
3. Part-time teachers shall be entitled to sick leave pro-rated in accordance with the calculation for salary using 10 sick days as the base for the calculation. Sick leave for part-time teachers will accumulate as a fractional daily equivalent in accordance with the teacher's work schedule.
4. In the event that a part-time teacher receives a full-time position within the district, accumulated sick leave will be given in hours and converted to an equivalent number of full time days. Conventional rounding procedures will be used in determining the number of full-time days.

B. Extended Sick Leave

A teacher shall receive the difference between 1/200th of his/her annual salary and the daily substitute rate of pay for a period equal to those sick leave days accumulated as of September 1 of the school year; provided said accumulated days have been exhausted and said payment shall commence only after five consecutive school days of sickness including the exhausted days if applicable, if approved by the Board on a case by case basis in accordance with N.J.S.A. 18A:30-6. If a replacement teacher has been hired, the deduction shall be at the daily substitute rate. The Board of Education may require a doctor's certificate for leave under this section.

C. Terminal Leave Pay

1. Any teacher having been in the employ of the board of education for twenty or more continuous years, who submits to the administration a written statement of retirement shall be eligible for a special retirement allowance after the retirement is accepted by the board of education, and provided that the retirement letter is received by December 31<sup>st</sup>.
2. Such allowance shall be paid only after verification of the retirement is received from the New Jersey Treasury, Division of Pension and Benefits Administration, in two equal installments in January and September of the subsequent calendar year. If the notice of retirement is received after December 31<sup>st</sup>, the first installment of sick leave reimbursement will be paid on July 15<sup>th</sup> of the second fiscal year of the employee's retirement. The second installment will be paid in September of the third fiscal year of the employee's retirement. The Board will provide a reminder of this deadline in the November paycheck.
3. The retirement allowance shall be computed at the rate of one (1) day's pay for every five (5) days of accumulated unused sick leave to the teacher's credit on their last day of employment with the board.
4. The daily compensation to the teachers who retire under the aforesaid recommendations, shall be at the daily rate of pay which was earned in the year of retirement. The teacher must be eligible for and actually retire under the provisions of the Teacher's Pension and Annuity Fund.

**ARTICLE XII**  
**TEMPORARY LEAVES OF ABSENCE**

A. Types of Leave

Teachers shall be entitled to the following temporary leaves which are non-accumulative (except as provided in subparagraph 1 - Personal) with full pay each school year.

1. Personal

It is understood that the uninterrupted presence of the teaching staff is essential to insure the continuity of instruction. Therefore, application for personal days shall not be made unless the matter cannot be resolved outside of school hours.

Two days leave of absence with pay, accumulative to four days, for personal, legal, business, household, or family matters shall be made available as of September 1 to all staff members under contract as of that date. Any personal leave days accumulated over four will be converted to sick leave days and added to the teacher's accumulation. Any staff member joining the staff after September 1, shall be credited personal leave at the rate of 1 day per 94 days of service, available from the first day of the contract.

Part time daily teachers (work part-time each day for five (5) days per week) will receive one personal day per year, which can accumulate to 2, following the same provisions as full-time teachers. Personal leave for part-time teachers will accumulate as a fractional daily equivalent in accordance with the teacher's work schedule.

Part-time teachers who work less than five days per week will not be entitled to personal leave.

In the event that a part-time teacher receives a full-time position within the district, accumulated personal leave will be given in hours and converted to an equivalent number of full time days. Conventional rounding procedures will be used in determining the number of full-time days.

Any staff member who uses any personal leave but whose contract is voluntarily or involuntarily terminated during the school year shall be deducted 1/200th of the annual salary for each personal day used.

Application to the Chief School Administrator for personal leave shall be made at least two days before taking such leave except in the case of emergency. The applicant for such leave shall not be required to state the reason for taking such leave (unless application is being made under the emergency provision) other than to state that he is taking it under this section.

A personal day shall not be taken to extend a holiday or on an in-service day or the days before and after the NJEA Convention.

No personal half days will be granted. The Chief School Administrator or Board of Education shall have the right to grant half days requested when in his/its judgment an emergency exists.

No more than one staff member in each building will be granted a personal day on any given date. The Chief School Administrator or Board of Education shall have the right to grant additional staff members personal days on any given date when in his/her judgment an emergency exists.

2. Family Illness Days

Accumulated personal days over four (4) can be converted for use as family illness days; and over four (4) accumulated family illness days convert to sick leave. All accumulated family illness days shall be considered for the purposes of accumulated sick leave retirement pay.

3. School Visitation

Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with administrative and/or board approval.

4. Bereavement

a. Up to five (5) days at any one time in the event of death of a teacher's spouse, child or parent. Three days (3) in the event of the death of a son-in-law, daughter-in-law, grandparent, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild, or any other member of the immediate household. An allowance of one (1) day shall be granted to attend the funeral of aunts, uncles, cousins, and nephews and nieces.

b. Extenuating circumstances may warrant additional days with administrative and/or board approval. Accumulated personal days will be used for this purpose.

c. In the event of the death of a teacher or student in the Southampton Township School District, the Chief School Administrator shall grant to an appropriate number of teachers, sufficient time off to attend funeral services. Extenuating circumstances may warrant additional days with administrative and/or board approval.

5. Childbirth and Child Care Leave

a. A teacher who is physically disabled due to pregnancy, childbirth and post-partum recovery will be entitled to paid sick leave, as provided in Article XI. A of this Agreement, for the period of such disability or until the expiration of his/her accumulated sick leave, whichever occurs sooner. A teacher who anticipates such a period of disability will give as much notice of the anticipated dates of disability as soon as possible to the Chief School Administrator.

b. Childcare Leave

1. The Board shall grant, upon request, childcare leave without pay to any tenured teacher, for the purpose of caring for a newborn or newly adopted infant child. When childcare leave does not immediately follow disability leave, such leaves shall commence on a date agreed upon by the Board and the teacher.
2. All such leaves will terminate either (1) at the beginning of the next school year or (2) at the end of the next school year in accordance with the teacher's request.
  - a. Any teacher who selects leave termination option (1) above may notify the Chief School Administrator of her intention to continue the leave for the following school year. Such notification must be submitted in writing to the Chief School Administrator by April 1st prior to the continuation request.
  - b. Any teacher whose leave commences after April 1st must make her decision for leave based on the provisions of paragraph 2 above. The provisions of paragraph 2.a will not apply.
3. A teacher on leave may apply to the Board in writing for an extension of child leave for no more than one additional school year. Such written application must be made no later than April 15th.
4. Application for leave for the care of a newly adopted infant child must be made sixty days before the expected receipt of custody of the infant child, or, if the expected date of receipt is not known sixty days in advance, as soon as the teacher has been informed of the date.
5. The Board shall grant childcare leave not to extend beyond the current contractual year to any non-tenured teacher.
6. Any teacher granted child care leave shall, at her request, be restored to the system at the beginning of a school year or at such other time as may be approved at the discretion of the Board. A teacher on childcare leave must notify the Chief School Administrator of her intention to return to active status in the following year by April 15th.

6. Extended Leaves of Absence

The Board may, at its discretion, grant employees extended leaves of absence without pay for one academic year.

- a. The employee shall make written application to the Chief School Administrator for such leave one hundred twenty (120) days prior to the beginning of said leave. The granting of an emergency leave of absence, and the determination of the length of such leave, will be at the discretion of the Board.
- b. The employee shall state, in writing, the reason for the leave, the date requested leave is to begin, and the date said leave is to terminate. The date of return to work may be adjusted by the Board.

- c. During the period of any extended leave the employee may continue in force and effect the insurance protection provided by Article XIV of this Agreement by paying the regular monthly premiums if such coverage continuation is permitted by the respective carriers.

## **ARTICLE XIII**

### **SABBATICAL LEAVE**

#### **A. Purpose**

The purpose of a sabbatical leave is to assist a member of the professional staff to become more valuable as an educator for the Southampton School District.

#### **B. Conditions**

1. A member of the professional staff may be granted a sabbatical leave of absence after seven (7) years of consecutive employment in the Southampton School District.
2. Sabbatical leave may be granted for such purposes of professional study, research or travel under the auspices of an approved college or university matriculated in a graduate level program approved by the Board of Education that will benefit the children of the Southampton Township School District.
3. Sabbatical leave may be granted at the discretion of the Board based upon the program value and seniority of service to not more than two percent of the educational staff within the district during a given year.
4. Application for Sabbatical Leave
  - a. Must be made no later than January 1st, preceding the school year for intended leave.
  - b. Must have a detailed written statement attached to the application giving the purpose of the leave, plan of the activity to be pursued, the length of time involved, and anticipated value of the experience to the individual in improving his professional competency and ability to the system.
5. Sabbatical leave time period is for one year, September through June.
6. Reimbursement will be as follows:
  - a. Reimbursement will be granted at a rate equal to fifty (50) percent of the last year's salary for a full year period.
  - b. Payment or reimbursement to be made in accordance with regular payroll dates.
7. While on leave the employee shall not engage in gainful employment except by written agreement with the Board. Scholarships and fellowships do not constitute gainful employment.
8. Sabbatical leave time shall be recognized for purposes of salary increment and pension eligibility.

9. General conditions governing sabbatical leave are:
- a. Seven consecutive contractual years must have passed since the first sabbatical for an individual to become eligible for another. Applicants who have not previously received a sabbatical will be given preference before a second leave is granted an individual.
  - b. The employee shall agree in writing to return to his/her position (or a comparable one) in the school system for a period of at least two years following the completion of his/her leave. In the event the employee does not return, he/she shall reimburse the Board for the amount of money received for the sabbatical leave.
  - c. When the employee returns, he/she shall submit a written report to the Board containing all pertinent data and information on his/her activities during the period of the original leave in verification of the stated purposes made in the original application.

## **ARTICLE XIV**

### **INSURANCE PROTECTION**

#### **A. Hospital, Surgical, Major Medical**

1. The Board shall pay the premium on hospital/surgical and major medical coverage for individual, and where applicable, employee and spouse, employee and child(ren) or family as appropriate. Any change in carrier must establish an equivalent or better level of benefits than the plan in effect.
2. New, non-tenured teachers will receive single coverage for the first year of employment. They will be offered full coverage, where applicable, with coverage to start in their second full year of employment.
3. Effective July 1, 2006, the HMO plan (Patriot V) will include \$5.00 co-pay.
4. Effective July, 1, 2006 the health plans will be the Patriot V and Patriot X plans in place as of that date.
5. New employees are only eligible for Patriot V coverage for the first five (5) years of employment.

#### **B. Wage**

The board shall pay the premiums for disability insurance for those unit members who elect it in lieu of the coverage offered by Article XIV, Section A, above.

#### **C. Prescription**

Effective January 1, 2007, the Board shall pay the premium for a \$25 non-preferred brand / \$15 preferred brand / \$10 generic – 2x co-pay for mail order (90 day supply) co-pay prescription drug plan, the insurance carrier for the same selected by the Board. The plan should emphasize the choice of generic drugs (Generic B option).

#### **D. Dental**

The Board shall continue to pay the premium for a dental plan to teachers for two or three party coverage, as appropriate. Said dental coverage shall include orthodontic coverage for dependents. There will be a \$25 deductible per person / \$75 per family maximum deductible for dental insurance.

The Board will contribute an amount not to exceed \$120 per month in 2006-2007, \$126 per month in 2007-2008, and \$133 per month in 2008-2009.

E. Coverage

1. The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.

## **ARTICLE XV**

### **PROFESSIONAL DEVELOPMENT / TUITION REIMBURSEMENT**

- A. Title 6:A9-15 (a) states "The 100 hours of approved professional development shall be each teacher's responsibility in conjunction with district board of education policies to take whatever steps are necessary in order to meet the requirement."

6:A9-15 (b) states: " In addition to enforcing the requirement, the State and employing district board of education support teachers' efforts to meet the professional development requirement. Specifically, it is the responsibility of the local supervisor and district administrator through the PIP process or applicable non-public school evaluation process to monitor the teacher's efforts continuously through progressive supervision where a teacher's progress is inadequate."

- B. The Board shall provide a tuition reimbursement program under the following conditions:
1. Courses subject to prior approval by administration.
  2. No early dismissal.
  3. Up to the rate prevailing at Rutgers University for no more than 9 credit hours per fiscal year per teacher. Reimbursable to the teacher, provided the tuition has been paid by the teacher.
  4. Courses taken in a college or university accredited for certification by the New Jersey State Department of Education.
  5. Total maximum amount of money to be spent by the Board is \$20,000 per fiscal year.
  6. Satisfactory completion of the course prior to reimbursement. Satisfactory completion is defined as receiving a grade of "A" or "B" or "pass" in a pass-fail course.

## ARTICLE XVI

### **REPRESENTATION FEE**

#### A. Purpose of Fee

If a teacher 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 teacher will be required to pay a representation fee to the Association in lieu of dues for services rendered by the Association.

#### B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be calculated annually by the Association. The representation fee cannot exceed 85% of the actual dues. The calculation will be provided to the Chief School Administrator on or before September 1 of the applicable school year.

The Association will provide the Chief School Administrator with a copy of the demand and return system before the Board begins to deduct the representation fee.

#### C. Notification

Once during each membership year covered in whole or part by this Agreement, the association will submit to the Board a list of those teachers who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such teachers in accordance with paragraph D below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

#### D. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck, paid 30 days after receipt of the aforesaid list by the Board, but in no event sooner than the thirtieth day following the beginning of a teacher's employment or the tenth day following transfer of an individual to a teaching position who had previously served as a teacher and continued in the employ of the Board in a nonbargaining unit position or was on layoff.

#### E. Termination of Employment

If the employment of a teacher who is required to pay a representation fee is terminated before the Association has received the amount of representation fee (prorated for the membership year in question) to which it is entitled under this Article, the Board will deduct the unpaid portion of same from the last paycheck paid to said teacher.

F. Mechanics

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

G. Changes

The Association will notify the board in writing, of any changes in the list provided for in Paragraph C above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board received said notice.

H. Definition of Teacher

The definition of the word "teacher" as used in this Article shall be as defined in Article I hereof.

I. Save Harmless Clause

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by any reason of any action taken or not taken by the Board in conformance with this Article.

## **ARTICLE XVII**

### **MISCELLANEOUS PROVISIONS**

A. Nondiscrimination

The Board and the Association agree 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 application or administration of this Agreement on the basis of race, creed, national origin, sex, domicile, or marital status.

B. Board Policy

This Agreement constitutes Board policy for both the Association and the Board for the term of said Agreement and both shall carry out the commitments contained herein.

C. Savings Clause

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

D. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision 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 affect.

E. Receipt of Agreement

Each teacher will sign a roster that he/she has received a copy of said Agreement and understands its contents.

F. Fully Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of the Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

G. Association Meetings

A written request for permission to hold any meeting on school premises conducted by the Association shall be received by the Chief School Administrator or Principal. No meetings shall be held on school premises without his/her consent.

H. Children of Employees

The children of Southampton Township School non-resident employees may be enrolled in accordance with district policy.

**ARTICLE XVIII**

**DURATION OF AGREEMENT**

A. Duration Period

This agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009, subject to the Association's rights to negotiate over a successor Agreement. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

SOUTHAMPTON TOWNSHIP  
EDUCATION ASSOCIATION

SOUTHAMPTON TOWNSHIP  
BOARD OF EDUCATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest  
:  
\_\_\_\_\_  
Secretary

Attest:  
\_\_\_\_\_  
Secretary

## **ARTICLE XIX**

### **SERVICE INCREMENTS**

Any teacher having taught in the Southampton Township School District for ten to fourteen years as of the end of the school year shall receive a salary increment of \$450.00 per year above the teacher's place on the salary guide. The teacher's increment will be included as part of the teacher's salary for each applicable school year. Years taught must be consecutive.\*

Any teacher having taught in the Southampton Township School District for fifteen to nineteen years as of the end of the school year shall receive a salary increment of \$800.00 per year above the teacher's place on the salary guide. The teacher's increment will be included as part of the teacher's salary for each applicable school year. Years taught must be consecutive.\*

Any teacher having taught in the Southampton Township School District for twenty years or more as of the end of the school year shall receive a salary increment of \$1675.00 per year above the teacher's place on the salary guide. The teacher's increment will be included as part of the teacher's salary for each applicable school year. Years taught must be consecutive.\*

\*Note: "Years taught must be consecutive" does not apply to those members receiving service increments as of July 1, 1997. Board approved leaves do not constitute a break in service.

**Schedule A-1  
2006-2007**

2005-06		2006-2007					
Step/Exp		BA	BA 15	BA 30	MA	MA 15	MA 30
A (0)	→ 1 (0)	42,500	43,125	43,750	44,375	45,000	45,625
B (1-2)	→ 2 (1)	42,800	43,425	44,050	44,675	45,300	45,925
C (3)	→ 3 (2-3)	42,900	43,525	44,150	44,775	45,400	46,025
D (4-5)	→ 4 (4-6)	44,500	45,125	45,750	46,375	47,000	47,625
E (6)	5 (7)	45,000	45,625	46,250	46,875	47,500	48,125
F (7)	6 (8)	45,450	46,075	46,700	47,325	47,950	48,575
G (8-9)	7 (9-10)	47,600	48,225	48,850	49,475	50,100	50,725
H (10-12)	8 (11-13)	49,950	50,575	51,200	51,825	52,450	53,075
I (13)	9 (14)	52,600	53,225	53,850	54,475	55,100	55,725
J (14)	10 (15)	56,100	56,725	57,350	57,975	58,600	59,225
K (15-16)	11 (16-17)	60,200	60,825	61,450	62,075	62,700	63,325
L (17)	→ 12 (18)	64,900	65,525	66,150	66,775	67,400	68,025
M (18)	↘ 13 (19)	67,420	68,045	68,670	69,295	69,920	70,545
Career (19+)	↘ Career (20+)	70,000	70,625	71,250	71,875	72,500	73,125

**Teachers in Step K (FY 05-06) will progress to step 11 (FY 06-07)**  
**Teachers in Step L (FY 05-06) will progress to step 12 (FY 06-07)**  
**Teachers in Step M (FY 05-06) will progress to Career (FY 06-07)**

**Schedule A-2  
2007-2008**

<b>2006-2007</b>	<b>2007-2008</b>						
	<b>Step/Exp</b>	<b>BA</b>	<b>BA 15</b>	<b>BA 30</b>	<b>MA</b>	<b>MA 15</b>	<b>MA 30</b>
<b>1 (0)</b>	<b>1 (0)</b>	45,000	45,625	46,250	46,875	47,500	48,125
<b>2 (1)</b>	<b>2 (1)</b>	45,750	46,375	47,000	47,625	48,250	48,875
<b>3 (2-3)</b>	<b>3 (2-4)</b>	46,000	46,625	47,250	47,875	48,500	49,125
<b>4 (4-6)</b>	<b>4 (5-7)</b>	47,000	47,625	48,250	48,875	49,500	50,125
<b>5 (7)</b>							
<b>6 (8)</b>	<b>5 (8-9)</b>	48,100	48,725	49,350	49,975	50,600	51,225
<b>7 (9-10)</b>	<b>6 (10-11)</b>	50,200	50,825	51,450	52,075	52,700	53,325
<b>8 (11-13)</b>	<b>7 (12-14)</b>	52,600	53,225	53,850	54,475	55,100	55,725
<b>9 (14)</b>	<b>8 (15)</b>	56,200	56,825	57,450	58,075	58,700	59,325
<b>10 (15)</b>	<b>9 (16)</b>	60,200	60,825	61,450	62,075	62,700	63,325
<b>11 (16-17)</b>	<b>10 (17-18)</b>	64,900	65,525	66,150	66,775	67,400	68,025
<b>12 (18)</b>	<b>11 (19)</b>	67,450	68,075	68,700	69,325	69,950	70,575
<b>13 (19)</b>	<b>12 (20)</b>	70,225	70,850	71,475	72,100	72,725	73,350
<b>Career (20+)</b>	<b>Career (21+)</b>	73,000	73,625	74,250	74,875	75,500	76,125
<p align="center"><b>Teachers in Step K (FY 05-06) will progress to step 10 (FY 07-08)</b>  <b>Teachers in Step L (FY 05-06) will progress to Career (FY 07-08)</b></p>							

**Schedule A-3  
2008-2009**

2007-2008	2008-2009	BA	BA 15	BA 30	MA	MA 15	MA 30
	<b>Step/Exp</b>						
1.(0)	→ 1 (0)	48,000	48,625	49,250	49,875	50,500	51,125
2 (1)	→ 2 (1-2)	48,300	48,925	49,550	50,175	50,800	51,425
3 (2-4)	3 (3-5)	48,750	49,375	50,000	50,625	51,250	51,875
4 (5-7)	4 (6-8)	51,000	51,625	52,250	52,875	53,500	54,125
5 (8-9)	5 (9-10)	52,100	52,725	53,350	53,975	54,600	55,225
6 (10-11)	6 (11-12)	54,000	54,625	55,250	55,875	56,500	57,125
7 (12-14)	→ 7 (13-15)	56,600	57,225	57,850	58,475	59,100	59,725
	8 (16)	59,300	59,925	60,550	61,175	61,800	62,425
8 (15)	→ 9 (17)	62,050	62,675	63,300	63,925	64,550	65,175
9 (16)	10 (18-19)	64,900	65,525	66,150	66,775	67,400	68,025
10 (17-18)	11 (20)	67,600	68,225	68,850	69,475	70,100	70,725
11 (19)	12 (21)	70,200	70,825	71,450	72,075	72,700	73,325
12 (20)	13 (22)	72,900	73,525	74,150	74,775	75,400	76,025
Career (21+)	Career (23+)	75,800	76,425	77,050	77,675	78,300	78,925

**Teachers in Step K (FY 05-06) will progress to Career (FY 08-09)**

**ADVANCEMENT GUIDE (Step Progression)**

2006-07 Step		2007-08 Step		2008-09 Step
				1
		1		2
1		2		2
2	----->	3	----->	3
3	----->	3	----->	3
4	----->	4	----->	4
4	----->	4	----->	4
5	----->	5	----->	5
6	----->	5	----->	5
7	----->	6	----->	6
8	----->	7	----->	7
				8
9	----->	8	----->	9
10	----->	9	----->	10
11	----->	10	----->	11
12	----->	11	----->	12
13	----->	12	----->	13
Career	----->	Career	----->	Career

**Read directly across horizontal line to track advancement if employed after 11/27/06**

**Schedule B  
Extra-curricular Salaries**

<b><u>Athletic Activities</u></b>	<b><u>2006/07</u></b>	<b><u>2007/08</u></b>	<b><u>2008/09</u></b>
Boys' Basketball Coach	2,558	2,691	2,831
Girls' Basketball Coach	2,558	2,691	2,831
Field Hockey Coach	1,868	1,965	2,067
Wrestling Coach	1,868	1,965	2,067
Cheerleading Coach	1,868	1,965	2,067
Boys Soccer Coach	1,868	1,965	2,067
Girls Soccer Coach	1,868	1,965	2,067
Lacrosse Coach	1,868	1,965	2,067
Cross Country Coach	1,868	1,965	2,067
Boys' Softball Coach	1,711	1,800	1,893
Girls' Softball Coach	1,711	1,800	1,893
Street Hockey Club	908	956	1,005
School #2 Intramural	908	956	1,005
Assistant Coaches	50% Coach's Salary	50% Coach's Salary	50% Coach's Salary

<b><u>Fine Arts Activities</u></b>	<b><u>2006/07</u></b>	<b><u>2007/08</u></b>	<b><u>2008/09</u></b>
<b><u>Performing Arts:</u></b>			
Chorus	828	871	916
Band, Jazz	515	541	569
Extra Band Performances (per performance)	82	86	91
Memorial Day Performance	145	152	160
Extra Choral Performances (per performance)	82	86	91
Holiday Concert	545	573	603
Spring Concert	828	871	916
Primary Program Coordinator	640	673	708
Intermediate Program Coordinator	640	673	708
Talent Show	828	871	916
School Play Director	2,163	2,276	2,394
<b><u>Visual Arts:</u></b>			
Art Show Director	1,856	1,952	2,054
Art Show Assistant	363	382	402
<b><u>Literary Activities:</u></b>			
Satori	451	474	499
Yearbook Advisor	389	409	430
Fourth Grade Anthology	257	271	285

<b><u>Educational Activities</u></b>	<b><u>2006/07</u></b>	<b><u>2007/08</u></b>	<b><u>2008/09</u></b>
Environmental Education Director	816	858	903
Environmental Education Teachers (per night)	125	131	138
Eighth Grade Trip (per teacher)	93	98	103
Science Fair Coordinator	163	171	180
Social Studies Fair Coordinator	163	171	180
Student Council Advisor	2,295	2,414	2,539
Family Math (per teacher)	740	779	819
Family Science (per teacher)	740	779	819
Spanish Club Advisor	706	743	782
Battle of the Books	244	256	270
National Junior Honor Society	244	256	270
Media Club Co-Advisors (per teacher)	2,800	3024	3175
Peer Tutoring	244	256	270
Peer to Peer	244	256	270
<b><u>Department Heads</u></b>			

Basic Skills Coordinator	2,006	2,110	2,220
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**SCHEDULE C**

**HOME INSTRUCTION SALARIES**

2006-2007  
\$29.00

2007-2008  
\$31.00

2008-2009  
\$33.00

**SCHEDULE D**

**NON INSTRUCTIONAL SUPERVISION SALARIES**

2006-2007  
\$21.00

2007-2008  
\$22.00

2008-2009  
\$23.00