

**HOLMDEL TOWNSHIP
PUBLIC SCHOOLS
HOLMDEL, NEW JERSEY**

AGREEMENT

BETWEEN

**THE HOLMDEL TOWNSHIP BOARD OF
EDUCATION**

AND

**THE HOLMDEL TOWNSHIP EDUCATION
ASSOCIATION**

**JULY 1, 2002
TO
JUNE 30, 2005**

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and the Holmdel Township Education Association

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Article 1

RECOGNITION

The Holmdel Township Board of Education recognizes the Holmdel Township Education Association as the majority representative for collective negotiations concerning the terms and conditions of employment of those employees in the unit composed solely of the following classifications:

- A - Classroom Teachers
- Resource Center Teachers
- Teachers of Special Subjects
- Librarians
- Nurses
- Guidance Counselors
- Athletic Trainer
- Student Assistance Counselor
- Occupational Therapists

The above will be referred to as "teacher" throughout the contract.

- B. All secretaries, clerks, and other office personnel excluding the secretaries to the Superintendent of Schools, Assistant Superintendent, Secretary to the Board of Education, the bookkeeper, and confidential secretaries.

The above will be referred to as "office service personnel" throughout the contract.

- C. All custodial, maintenance and grounds personnel, media technician, and technology support assistants.

The above will be referred to as "building service personnel" throughout the contract.

- D. All instructional support personnel. This category consists of all instructional aides and permanent substitutes. For purposes of this contract, permanent substitutes are substitutes hired by the Board of Education on a continuing basis but not replacing teachers on a leave of absence.

The term "employee" when used shall apply to all employees in any of the above classifications provided that those so classified are employed primarily in the job category cited.

Note:

- A. Articles 1-10 of this contract apply to all personnel in unit.
- B. Articles 11-18 of this contract apply to Teachers only.
- C. Articles 19-25 of this contract apply to Office Service Personnel only.
- D. Articles 26-36 of this contract apply to Building Service Personnel only.
- E. Articles 37-39 of this contract apply to Instructional Support Personnel.
- F. Article 40 of this contract applies to Duration of Agreement.

Article 2

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement, or in case of an agreed reopener provision, in accordance with NJSA Title 34: and seq., and the New Jersey Administrative Code 19:12-2.1.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. No proposal or counterproposal made or agreement reached by the Negotiating Representatives shall be binding on the parties until it has been reduced to writing, signed by the Association and signed on behalf of the Board in accordance with a resolution of the Board authorizing its execution.
- C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article 3

EMPLOYEES' GRIEVANCE POLICY

A - DEFINITION

- 1. A "Grievance" shall mean a complaint based on a wrong believed by an employee in the negotiating unit to have been suffered by him/her as a result of a violation, misrepresentation or inequitable application of any of the provisions of this Agreement.
- 2. A grievant shall mean an employee and/or his/her representative.

3. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - a. Any rule or regulation of the State Department of Education having the force and effect of law.
 - b. Any rule or regulation of the State Commissioner of Education having the force and effect of law.
 - c. Any matter which according to law is beyond the scope of Board Authority.
 - d. Any matter which according to law is exclusively within the discretion of the Board.

B - GENERAL

1. A "Grievance" to be considered under this procedure shall be presented by the Grievant or his/her Representative no later than fifteen (15) calendar days following its occurrence. The number of days allotted at each step of the Grievance Procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible. A grievance which occurs near the end of the school year shall be presented on or before June 30th of the school year in which it occurred.
2. A Grievant may present and process his/her grievance personally or through an appropriate representative. The Grievant has a right to have a representative appear with him/her commencing with level two (2) and all subsequent levels of the Grievance Procedure.
3. No reprisals shall be taken by the Board or Administration against any employee because he/she utilizes the Grievance Procedure.
4. Should a grievance result from action taken by the Superintendent or the Board, a Grievant may present his/her grievance initially at the third step of the Grievance Procedure.

C PROCEDURE

1. LEVEL ONE:

Any employee who has a grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.

2. LEVEL TWO:

If, as a result of the informal discussion with the Principal or immediate supervisor, the matter is not resolved to the satisfaction of the Grievant within five (5) school days, he/she shall set forth his/her complaint in writing to the Principal or immediate supervisor stating:

- a. The nature of the grievance.
- b. The nature and extent of the loss, injury or inconvenience.
- c. The results of previous discussions.
- d. His/Her dissatisfaction with decisions previously rendered.

The Principal or immediate supervisor shall communicate his/her decision to the Grievant in writing within five (5) school days of receipt of the written complaint. If the Principal or grievant is unavailable due to illness, conference, vacation, or personal leave, the day count resumes on the first day of the Principal's or the Grievant's return.

3. LEVEL THREE:

The grievant may appeal the Principal's decision or immediate supervisor's decision to the Superintendent within ten (10) school days of the receipt of the decision. The appeal to the Superintendent must be made in writing, following the outline used in Level 2. Within five (5) school days following the receipt of the written appeal, the Superintendent shall have a conference with the Grievant and his/her representative, if any. The Superintendent shall attempt to resolve the matter as quickly as possible, and within a period not to exceed ten (10) school days following the day of his/her conference with the Grievant, he/she shall communicate to his/her decision in writing. If the Superintendent or Grievant is unavailable due to illness, conference, vacation, personal leave, jury duty or other factors mandating an employee's absence from school, the day count resumes on the first day of the Superintendent's or Grievant's return.

4. LEVEL FOUR:

If the grievance is not resolved to the Grievant's satisfaction, he/she may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools within five (5) school days following the receipt of his/her decision by the Grievant. If the grievant is unavailable due to illness, conference, vacation, personal leave, jury duty, or other factors mandating an employee's absence from school, the day count resumes on the first day of the grievant's return. The Superintendent shall forward the request along with all related papers to the Board of Education. The Board, or a duly appointed committee thereof, shall review the grievance and, at its option, shall hold a hearing with the Grievant and his/her representative, if any, within thirty (30) days of receipt of the request. The Board may make a verbatim stenographic record of the hearing, which record shall not be introduced at Level 5 should the grievance proceed to that level. The Board shall render a decision in writing setting

forth its reasons to the Grievant within forty-five (45) calendar days of the date of receipt of the written appeal.

5. LEVEL FIVE:

- a. If the Grievant is not satisfied with the disposition of his/her grievance at Level Four and his/her grievance deals with a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, the Grievant may request of the Board that his/her grievance be submitted to arbitration not later than fifteen (15) school days after receipt of the Board's decision.
- b. Within ten (10) school days after such request for arbitration, the Board and the Grievant and/or his/her representative shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the American Arbitration Association to appoint an arbitrator.
- c. The arbitrator shall confer with the representatives of the Board and of the Grievant and shall proceed with a hearing and submit a written report in the shortest possible time setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Grievant and shall be binding on both parties. Said binding arbitration shall only apply in cases where a grievance deals with a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.
- d. The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, and subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Grievant. Any other expenses incurred shall be paid by the party incurring same.
- e. If time is lost by any employee due to arbitration proceedings, necessitating the retention of a substitute, the employee shall not suffer loss of pay or be penalized in any way. A maximum number of five (5) employees may participate in an arbitration proceeding without suffering loss of pay, said five (5) employees to include the Association President, Grievance Chairperson (or their representative) and up to three (3) witnesses for the Grievant, provided said witnesses actively participated in Levels 4 or 5 of the Grievance Procedure.

- f. In the event one party to an arbitration cancels a hearing twice with the second cancellation occurring within two weeks of the scheduled hearing date, that party shall be responsible for the total cost of the arbitration hearing including the arbitration fee and any filing costs.

D. MISCELLANEOUS

1. Failure at any step of this procedure to communicate the decision on the grievance to the Grievant within the specified time limits shall be deemed to be acceptance of the Grievant's position subject to mutual extension of deadlines. Failure by the Grievant at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step, subject to mutual extension of deadlines.
2. It is understood that employees shall during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
3. Since it is important that grievances be processed as rapidly as possible, 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 may, however, be extended by mutual agreement.
4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, or if it is filed after the end of the school year, then the time limit shall be established by counting the week days following the end of the school year as school days.

Article 4

ASSOCIATION RIGHTS AND PRIVILEGES

- A. All rules and regulations embodied in the New Jersey Public Employer-Employee Relations Law, NJSA Title 34 and seq., shall be incorporated as part of this contract.
- B. The Board agrees to the recognition of all Association rights provided by NJSA Title 34 and seq.
- C. Representatives of the Association may be permitted to transact official Association business on school property with the prior written permission of the Superintendent of Schools. This permission shall be granted at the beginning of the school year and

will cover all such Association business. Whenever any representative of the Association during working hours participates in mutually agreed upon negotiations, conferences or meetings with the Board of Education or its representatives, he/she shall suffer no loss of pay.

- D. The Association shall have in each school building, the exclusive use of a bulletin board in each faculty lounge and/or teachers' dining area where one exists. The location of Association bulletin boards in each of the aforementioned rooms shall be designated by the Administration. Copies of all materials to be posted on such bulletin boards shall be given to the Building Principal if requested, but no approval shall be required.
- E. The Board shall grant release time with pay to the President of the Association during his/her term of office according to a schedule mutually agreed upon by the Superintendent and the Association President.
- F.
 1. If an employee does not become a member of the Association during any membership year (from September 1 to the following August 31), said employee will be required to pay a representation fee to the Association for that year.
 2. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues and assessments, if any, charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount, the maximum currently allowed by law. If the law is changed in this regard, the matter will be subject to renegotiation.
 3. Once during each membership year, the Association will submit to the Board a list of those employees who have not become members of the Association. The Board will deduct the full representation fee from the salaries of these employees, in accordance with procedures then in force regarding deduction of regular membership dues and promptly will transmit the amount so deducted to the Association.
 4. The Association will notify the Board in writing of any changes, either additions to or subtractions from the list provided for in Section 3 above, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
- G. The HTEA membership chairperson shall be notified within ten days of hiring of any employee becoming a part of the bargaining unit as determined by Article 1 of this contract.

- H. The cost of the production of the master contract shall be borne equally by the Board and the Association.

Article 5

BOARD OF EDUCATION RIGHTS

- A. The Board, on its own behalf and on behalf of the Electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.
- D. The cost of the production of the master contract shall be borne equally by the Board and the Association.

Article 6

EMPLOYEE RIGHTS

- A. Pursuant to NJSA Title 34, and seq., the Board hereby agrees that every employee of the Board covered by the Agreement shall have the right freely to organize, join, and support the Association and its affiliates. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of the rights conferred by law; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, or his/her participation in any activities of the Association, or collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement.

- B. Pursuant to N.J.S.A. 18A:25-7 whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that staff member's 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 person of his/her own choosing present to advise and represent him/her during such meeting or interview.
- C. All monitoring or observations of the work performance of an employee shall be conducted openly with full knowledge of the employee. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
- D. Any employee covered by this Agreement, may make application to the Board of Education for an extended leave of absence, without pay. Leaves may be granted for such purposes as, but not limited to, maternity, extended illness, Peace Corps, VISTA, National Teacher Corps, full-time exchange or overseas teacher programs, Fulbright Scholarship participant, and the like. Employees requesting such leave shall whenever possible, submit their request at least sixty (60) days prior to the end of the school year immediately preceding the year in which the leave is to be taken.
 - . Benefits in this Agreement to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and, for teaching staff, credits toward sabbatical eligibility, shall be restored to him/her upon his/her return. The Board has the exclusive right to determine the employee's assignment consistent with the certificates held by said employee and the employee's subject area endorsements. However, the Board will consider the request of the affected employee to be assigned to a particular position upon the employee's return from an approved leave.
- E. The Board agrees to allow the necessary time for any employee obligated to serve in the Reserves to perform his/her duties when called without impairment of his/her seniority rights. The Board agrees to pay the difference between the fee allowed such Reserves and eight (8) hours straight time pay for scheduled working time lost.
- F. On the first payday in September, all employees shall be provided with a written explanation of all payroll deductions.
- G. An employee may request to see his/her personnel file relative to present performance. An employee may not be allowed to see any part of the personnel file that concerns character references, recommendations, or other confidential material not related to his/her present performance as determined by the Administration.

- H. Whenever any employee is required to appear before the Superintendent, the employee shall be entitled to the reasons for such an interview upon request and shall be entitled to have a representative present to advise him/her and represent him/her during such meeting or interview.
- I. In the event that a staff member serving in a Schedule B Position is not appointed to that same position for the following year, said staff member will be entitled to meet with the Superintendent of Schools and be given the reasons for the absence of appointive action.
- J. Whenever any representative of the Association during working hours participates in mutually agreed upon negotiations, conferences, or meetings with the Board of Education or its representatives, he/she shall suffer no loss of pay.

Article 7

TEMPORARY LEAVES OF ABSENCE

- A. All employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year. Those employees who begin employment after September 1 shall have such benefits prorated.
 - 1. In case of illness of parents, grandparents, brother, sister, husband, wife, daughter, son and/or other relative living in the employee's household, an employee shall be entitled to not more than three (3) days during a school year without loss of pay.
 - 2. A maximum of three (3) days leave without loss of pay will be allowed for personal business. Employees shall give as much advance notice of their future use of personal days as practicable.
 - a. Personal business means an activity that requires the employee's presence during the school day and is of such nature that it cannot be attended to at a time when schools are not in session.
 - b. A personal business day shall not be taken on the day preceding or the day following holidays or vacation, or the first and last weeks of the school year except in emergencies.
 - c. Vacation is not a permitted use of personal business leave.
 - 3. The combined annual maximum allowable number of days under Sections A1 and A2 of this article shall be four (4). Unused days under Sections A1 and A2 shall be added to accumulated sick leave.

4. For death in the immediate family, up to five (5) days' absence without loss of pay will be granted. "Immediate Family" will include only a parent, grandparent, child, grandchild, sibling, spouse, parent-in-law, and/or any other relative living with the employee.
 5. Compensatory days will be granted to Office Service Personnel who work on a day listed as a paid holiday.
 - a. A compensatory day may be taken for any reason.
 - b. A compensatory day shall not be taken on the day preceding or the day following holidays or vacation, or the first and last weeks of the school year, except in emergencies.
 - c. Except in emergencies, three school days notice is required in the use of compensatory days.
 - d. Except in emergencies, not more than 10% of the HTEA represented staff in any building shall be eligible to use compensatory days on a given day, granting to take place on a first-come, first-served basis.
 - e. Compensatory days accumulate from year to year without limit.
 - f. Compensatory days may be converted to sick leave at the option of the employee.
 6. Other leaves of absence with pay may be granted by the School Board for good reasons.
- B. The utilization of sick leave associated with pregnancy will be governed by the following requirements:
- a. Medical certification attesting to the pregnancy and the anticipated date of birth will be provided as soon as determined.
 - b. Sick leave with pay may be taken up to a total of twelve weeks, after meeting the stipulation in (a), with a maximum of eight weeks either before the anticipated birth or after the actual birth, without providing any additional medical certification.
 - c. All other sick leave with pay associated with pregnancy, except that specified in (b), will require written medical confirmation of the staff

member's inability to perform her assigned duties because of illness and/or physical disability.

- d. Use of sick leave benefits as provided in part (b) and (c) above may, at the employee's option, be preceded and/or followed by unpaid maternity leave.

Article 8

EMPLOYEES' SICK LEAVE

- A. Personal illness is defined as absence from his/her duty because of personal disability due to illness or injury, or because he or she has been excluded from school by the school medical authority on account of a contagious disease or being quarantined for such disease by a physician.
- B. All 10 month employees shall be entitled to ten (10) sick leave days and all 12 month employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year. Pursuant to the prescriptions of N.J.S.A. 18A:30-7 no employee shall be permitted to increase his/her total accumulation of sick days by more than fifteen (15) days in one year.
- C. Employees employed for one or more years who are absent due to personal illness in excess of their regular sick leave benefits may, consistent with the prescriptions of N.J.S.A. 18A:30-6, request that the Board of Education provide extended sick leave benefits. If said extended sick leave request is granted, the Board of Education may pay such employee that employee's daily salary consistent with N.J.S.A. 18A:30-6.
- D. The Board may require, as set forth by law, an examination by an independent physician during or after leaves of absence for illness.

Article 9

INSURANCE PROTECTION

- A. All eligible personnel covered by the Agreement shall receive, at Board expense, for themselves and all eligible dependents the following health-care insurance protection:
 - 1. **Health Benefits**
New Jersey State Health Benefits Program, currently administered by Horizon Blue Cross/Blue Shield of New Jersey:
 - a. Traditional

- b. NJPlus
- c. HMOs

Employees choosing the traditional indemnity plan, (a) above, will contribute the following amounts toward the annual cost of dependent coverage in the plan, on a pretax basis, if feasible. If state policy precludes a choice of NJPlus, then the employee contribution will be waived.

Parent / Child	\$100.00
Husband / Wife	\$200.00
Family	\$300.00

2. **Dental Benefits**

Dental Care, no deductible, UCR payment plan: 80% reimbursement for prevention and diagnostic services, treatment, and therapy services, periodontics, and oral surgery; 50% reimbursement for inlays and crowns, prosthodontics and orthodontics. Maximum reimbursement for orthodontics – \$1,000.00. Effective July 1, 2003, maximum reimbursement for Orthodontics - \$2,000; family periodontal care - \$2,000.

3. **Prescription Benefits**

(a) New Jersey State Health Benefits Program Discounted Prescription Plan.

4. **Vision Care Benefits**

(a) Effective July 1, 2004, Vision Care will be provided by VSP, Modified Plan A.

5. **Miscellaneous**

(a) No benefits level will be changed unilaterally by the carrier or employer except where federal or state government mandates the change.

(b) Should the Board elect to transfer out of the New Jersey State Health Benefits Program or the New Jersey State Health Benefits Program Discount Prescription Plan within the life of this contract agreement, the benefits levels will be equal to or better than the levels in effect in the New Jersey State Health Benefits Program at that time.

B. Any employee who is on unpaid medical leave shall have his/her medical benefits covered by the Board of Education for a maximum of 24 months.

C. All employees retiring with full pension benefits shall be entitled to remain in the group for all insurance benefits outlined in this Article, premiums to be paid by the retiree to the Board of Education for remission to the carrier. The Board may cancel membership unilaterally should retiree fail to pay any premium in advance by a date

designated by the Board. Should this benefit impact negatively on the group premium rate paid by the Board of Education, this benefit shall not automatically be renewed and shall be renegotiated in the subsequent contract year.

Article 10

MISCELLANEOUS

- A. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel for all driving done after arrival at the first work location, as determined by the Administration, at the beginning of their work day. Mileage rates shall be at the established IRS reimbursement.
- B. Whenever any civil action has been, or shall be, brought against any employee by virtue of the authorized use of his/her private automobile, on official business, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses together with the costs of appeals, if any, and shall save harmless and protect such person from any financial loss resulting therefrom.
- C. The Board of Education after consultation with the HTEA reserves the right to institute a productivity bonus related to the use of sick leave under Article 8 subject to these restrictions:
 - 1. Said policy shall apply equally to all personnel covered by this Agreement, and
 - 2. Application of said policy shall not affect any benefits accruing as a result of any Article of this Agreement.
- D. All employees upon termination of employment either by retirement or vesting credited time under terms of the appropriate New Jersey retirement fund will be reimbursed at the rate of \$63.00 per day for unused sick leave.
- E. Except as modified by D above, accumulated unused sick leave days shall not be converted into severance pay or into paid vacation.
- F. Any employee with perfect attendance shall be entitled to \$750.00 payable on June 30. Perfect attendance shall not include compensation days and bereavement days.
- G. (1) The district shall provide for electronic direct deposit of payroll checks on a voluntary basis in accordance with the rules of the financial institutions of the employees' choice.

- (2) No advanced payroll checks will be issued for any reason.
- (3) Remittances to Mon-Oc Federal Credit Union will be made semi-monthly.

TEACHERS

Article 11

TEACHER RIGHTS

- A. All teachers shall be advised as to whether or not they will be re-employed prior to April 30th.

- B.
 - 1. Pursuant to N.J.S.A 18A:27-3.2 any non-tenured teacher receiving notice that a teaching contract for the succeeding school year will not be offered may, within fifteen (15) days thereafter, request in writing a statement of reasons for non-employment which shall be given to the teacher by the Superintendent of Schools, in writing, within thirty (30) days after the receipt of such request.

 - 2. Pursuant to N.J.A.C. 6:3-4.2
 - a. Whenever a non-tenured teacher staff member has requested in writing and has received a written statement of reasons for non-reemployment pursuant to N.J.S.A. 18A:27-3.3, he/she may request in writing an informal appearance before the Board of Education. Such written request must be submitted to the Board within ten (10) calendar days of receipt of the Superintendent's statement of reasons.

 - b. Such an informal appearance shall be scheduled within thirty (30) calendar days from receipt of the Superintendent's statement of reasons.

 - c. Under the circumstances described herein, a non-tenured teaching staff member's appearance before the Board shall not be an adversary proceeding. The purpose of such an appearance shall be to permit the staff member to convince the members of the Board to offer reemployment.

 - d. The Board shall exercise discretion in determining a reasonable length of time of the proceeding, depending upon the specific circumstances in each instance.

 - e. The Board shall provide adequate written notice to the employee regarding the date and time of the informal appearance.

 - f. The non-tenured teaching staff member may be represented by counsel or one individual of his/her own choosing.

 - g. The staff member may present witnesses on his/her behalf. Such witnesses need not present testimony under oath and shall not be cross-examined by the Board. Witnesses shall be called into the meeting to

address the Board one at a time and shall be excused from the meeting after making their statements.

- h. Within three (3) days following the informal appearance, the Board shall notify the affected teaching staff member, in writing, of its final determination. Such notification may be delegated by the Board to the Superintendent of Schools or Board Secretary.
- C. Any suspension of a teacher by the Superintendent shall be with pay until formal charges are filed with the Board of Education,

Article 12

TEACHING HOURS AND TEACHING LOAD

- A. 1. It is the responsibility of each individual teacher to provide the highest quality educational program practicable for every student in his or her control.
2. The period of time teachers are required to be in school each day, excluding after school help as described in this Article, section C11, or faculty meetings as described in this Article, section A3, is :
- a. All schools shall have a six (6) hour and thirty-five (35) minute work day.
 - b. In all schools this time shall include a time period of 15 minutes before the opening of the pupil's school day. All teachers shall indicate their presence for duty in a manner approved by the Board of Education.
3. Teachers may be required to report early or remain after the end of the regular school workday for the purpose of attending faculty, departmental, grade level or other professional meeting with the following restrictions:
- a. There shall be a maximum of twelve (12) required meetings per year ; these maximums to be exceeded only in emergency situations. A list of meeting dates will be provided at the end of September. The agenda will be provided 48 hours prior to each meeting. Any additional meetings beyond 12 would be considered to be voluntary and members in attendance would earn Professional Development hours.
 - b. Teachers shall be required to remain for a maximum of 50 minutes at each meeting, with the meetings to begin no later than 10 minutes after

the end of the regular school workday or no earlier than 50 minutes before the beginning of the regular school workday.

- c. These meetings shall not include the writing of either new or revised curriculum, except as provided by Article 12, Section C-3.
 - d. An administrator will be present to supervise all mandatory meetings.
 - e. None of the preceding is meant to preclude the voluntary participation of any teacher at any type of meeting for any length of time.
4. All teachers shall be guaranteed a forty-five (45) minute duty-free lunch period.
5. Teachers may be required to attend one "Back to School" night and two evenings of parent conferences per year. Teachers shall not be required to be present for more than two hours on any of these evenings. The day before winter recess will be a four-hour day for teachers. The day before spring break or Memorial Day will be a four-hour session.
6. The work year for returning teachers shall consist of a maximum of:
- a. 180 days when school is in session.
 - b. One in-service day on the day before school opens in September, and:
 - c. One additional in-service day on a day determined by the Board of Education but excluding any day within the winter or spring recesses, New Jersey state holidays, and the day after Thanksgiving, and
 - d. The first two days of school for students at the high school shall be full student contact days, except as modified by the Board of Education. During the first week of school there shall be no Departmental and/or Faculty Meetings during full student contact days, and
 - e. One day at the end of the student year for teaching staff, without students present, for the purpose of closing rooms, completing grades, and doing end of the year paperwork.
7. Teachers beginning their first year of employment may be required to attend three additional in-service days during the week preceding the opening of school in September.

- B. Teacher assignments shall be equalized so that all teachers in each school have wherever possible approximately the same instructional responsibilities. Study halls and individual class preparations are to be considered.
- C.
 - 1a. Village School teachers shall be guaranteed preparation time totaling a minimum of two hundred forty (240) minutes per week, with no single block of time less than thirty (30) minutes. Preparation times on abbreviated workdays will be equivalent in length to teaching periods.
 - 1b. Indian Hill School Teachers will be guaranteed 5 preparation periods totaling up to two hundred fifty (250) minutes per week, with no single block of time less than a regularly scheduled period. For weeks of fewer than five (5) days, one (1) preparation period will be scheduled per day. Preparation periods on days with abbreviated schedules will be equivalent in length to teaching periods.
 - 1c. Wm. R. Satz and High School Teachers will be guaranteed 5 preparation periods totaling up to two hundred fifty (250) minutes per week, with no single block of time less than a regularly scheduled period. Teachers will be assigned departmental planning time up to two hundred fifty (250) minutes per week. For weeks of fewer than five (5) days, one (1) preparation period and one (1) departmental planning period will be scheduled per day. Preparation and departmental planning periods on days with abbreviated schedules will be equivalent in length to teaching periods.
- 2. The following language applies only to teachers at Indian Hill School:
 - a. Homeroom assignments at the Indian Hill School shall include a five-minute period at the end of the school day in addition to the ten-minute morning homeroom.
 - b. Teachers shall be assigned a maximum of five (5) scheduled instructional periods a day. Teachers in grade 5 may be required to teach three (3) major subject areas.
 - c. Teachers in Grade 5 shall not be assigned to supervise study halls except as modified in C-7.
 - d. Teachers may be required to meet with supervisors and/or administrators one (1) period per week to work on curriculum, critique standardized tests, or other related tasks; and, the assignment to be accomplished during these periods shall have deadlines only as mutually agreed upon.
 - e. Supervisors and administrators, when convening meetings referred to in "d" (above), shall not intrude on a teacher's preparation period on those

days when a teacher has one such time block, except in cases of obvious emergency.

3. During the maximum of one 40 minute period per week at Village School, and during departmental planning periods at the William R. Satz School and High School, teachers may be required to meet with supervisors and/or administrators to work on curriculum, critique standardized tests, or other related tasks, and the assignment to be accomplished during these periods shall have deadlines only as mutually agreed upon.
4. All teachers in grades 5-12 who are assigned less than the maximum allowable weekly instructional load may be assigned, without additional compensation, study hall supervision equal in periods to the difference between the maximum allowable instructional load and their particular instructional assignment. Said study hall assignments, in the case of William R. Satz School and High School teachers, may be made in either of the two buildings as need is determined.
5. In addition to assignments as defined elsewhere in this agreement, administrative assignment may be made to teachers who volunteer for non-teaching student supervisory tasks involving study halls, corridors, "commons" and other building areas. Compensation is listed in Schedule B of this contract. Teachers may not be involuntarily assigned duty periods without the compensation rate having been previously agreed upon by the H.T.E.A. and the Board of Education.
6. All guidance counselors will have the same pupil contact time as the teachers in their assigned buildings.
7. Teachers in WRSS and HS may be assigned a homeroom or an alternate building monitoring duty during the same time period. This time period shall not exceed 10 minutes. This time period shall be defined as starting five minutes after the time the teacher must report for duty and ending at the conclusion of the homeroom period.
8. Teachers in WRSS and HS may be assigned to supervise hall areas between classes. These assignments may be made only between an assigned period and an unassigned period in that order. No teacher shall have more than two such assignments than any other teacher. Guidance counselors, librarians, audio visual coordinators, athletic trainer, student assistance counselor, and nurses are specifically excluded from the provisions of this section. The president and grievance chairperson of the HTEA are also excluded from the provisions of this section.

9. Teachers in WRSS and HS may be assigned up to twelve (12) professional periods per year. These periods may not exceed two per week. These periods are considered pupil contact time for purposes of Section E of this article. Teachers shall not be assigned professional periods on days when they are required to participate in departmental planning period. The president and grievance chairperson of the HTEA are excluded from the provisions of this section. Professional periods are specifically limited to these activities:
 - a. Availability in library to aid in student research.
 - b. Availability in computer areas to aid in student computer work.
 - c. Other curriculum-related activities, including mentorship, in which the teacher aids students on a one-to-one basis.
10. If teaching staff members are assigned to supervise after-school detention, they will be paid \$50.00 an hour or fraction thereof.
11. Teachers in the WRSS and HS shall make themselves available for individual assistance to students after school under these provisions and limitations:
 - a. This time shall be available for individual help, not for the scheduling of an additional class. Teacher's professional judgment shall determine the number of students assisted.
 - b. The duration shall be for 30 minutes starting with the end of the regular school day.
 - c. The frequency shall be twice a week on non-consecutive days, the days to be chosen by the teachers individually prior to October 1.
 - d. After-school help will be in effect for up to thirty (30) weeks between October and the week before exams in June, inclusive, each year: such weeks to be scheduled each year by the Superintendent of Schools and the president of the HTEA.
 - e. Teachers shall not be required to makeup days missed due to any type of absence, required meetings with administrators, or service on any school or district professional committee.
 - f. The president of the HTEA is excluded from the provisions of this section.

- g. The grievance chairperson of the HTEA is subject to the provisions of this section but may reschedule days as HTEA responsibilities dictate.
 - h. The Board may, at its option, at any time during the duration of this agreement, negate all provisions of this section, Article 12 section C11, and at the same time add 10 minutes to the school day for teachers in Satz School and High School.
12. The hours of the Athletic Trainer on school days shall be from 11:00 a.m. to 5:45 p.m. The Athletic Trainer will be available as needed on evenings and weekends.
 13. Work performed by the Student Assistance Counselor outside of the normal working hours of the high school shall be compensated as follows: 2 1/2 hours or less per day = 1/2 compensatory day. More than 2 1/2 hours per day = one compensatory day as defined elsewhere.
- D. Where departmentalization exists in the upper grades, teachers shall not be required to teach more than two (2) major subject areas or prepare more than four (4) major subject teaching level lessons at any one time.
 - E. Teachers in Village School will not be assigned more than one hundred fifty (150) minutes of consecutive pupil contact time, except in cases of extreme building needs. Teachers in Indian Hill School will not be assigned more than one hundred sixty-five (165) minutes of consecutive pupil contact time, which includes passing time and homeroom, except in cases of extreme building needs. William R. Satz School and High School teachers will not be assigned more than one hundred sixty (160) minutes of consecutive pupil contact time, except in cases of extreme building needs. This time is inclusive of homeroom and/or alternate building duty.
 - F. It is recognized that teacher preparation time, as defined in each teacher's schedule, shall be guaranteed from intrusion, except in cases of extreme building needs.
 - G. When developing elementary school master-schedules, it is recognized that the provision of common preparation time for classroom teachers on each grade level is of highest priority.

Article 13

TEACHER EMPLOYMENT

- A. A teacher who is properly certified may apply for any position at any time. Such application should be in writing addressed to the Superintendent of Schools. This application should be renewed annually. Employment takes place only by favorable action of the Board of Education upon the recommendation of the Superintendent.
- B. The Superintendent shall post a list in each school of all vacancies in each area including co-curricular and extra-curricular as they become available.
- C. Upon filling the vacancy, the Superintendent shall notify all candidates of the decision.
- D. The posting of vacancies shall occur prior to any outside notification, whether via advertising, colleges, or placement agencies. Vacancies that occur after the last day of school in June and prior to the opening of school in September shall be posted on the main office and faculty bulletin boards in each school building and notices of said vacancies shall be mailed to the Association Executive Committee and each building representative.
- E. Services on a committee related to the operation of the schools which require activity outside of the school day shall be on a voluntary basis.

Article 14

TEACHER SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedules A-1 and B which are attached hereto and made a part of hereof, and which Schedules supersede Schedules previously attached to said contract.
- B.
 - 1. Teachers shall be paid in twenty (20) semi-monthly installments.
 - 2. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
 - 3. Teachers shall receive their final checks on the last working day in June providing all normal end-of-year requirements have been met.
 - 4. The Board agrees to make payroll deductions as determined by each staff member for deposit in the Monmouth-Ocean County Federal Credit Union. Such amount once determined shall remain constant during the school year and may only be changed by written request commencing the following school year on September 1st.

5. The parties agree that horizontal changes on said salary guide due to newly-earned credits and/or degrees shall take place on the first of the month following the earnings of said credits or degree, but in no event shall any horizontal change in the guide take place for credits earned after February 1 of the school year.
 6. The Board agrees to make payroll deductions as determined by each staff member for an annuity program approved by the Association, provided said procedure does not make excessive time demands on Board personnel.
 7. Teachers employed under Schedule B in year-long positions shall be paid in two (2) equal installments: January 31 and the last day of school.
- C.
1. Whenever a person shall accept employment in the school district, his or her initial place on the salary schedule shall be at such a point as may be agreed upon by the person and the Board of Education. Such agreement applies only to years of experience (vertical movement), not degrees or credits (horizontal movement), provided that such degrees or credits are relevant to the employee's position.
 2. Additional credit not to exceed four (4) years of military service will be given. Additional credit not to exceed two (2) years for Peace Corps, VISTA, or other National Teachers Corps work and time spent on a Fulbright Scholarship will be given upon recommendation of the Superintendent and at the discretion of the Board of Education. This shall apply retroactively only to place the teacher on the proper step.
 3. Normal increments as indicated in the Guide represent the general policy of increases for teachers who show continued satisfactory performance.
 4. Teachers whose work fails to show evidence of continued satisfactory performance, and whose work does not receive the recommendation or approval by the Superintendent will not be granted normal increments. Increments are not automatic. To receive an increment, the teacher must receive the endorsement of the Superintendent that his or her work has been satisfactory for the school year. The Board must take affirmative action to make each increment effective.
 5. Any teacher denied an adjustment increase to a new salary guide and/or increment from one step to the next higher step, shall upon improved instructional performance be eligible to regain his/her proper step on a salary guide the following year upon the recommendation of the school administration and at the discretion of the Board of Education.

Article 15

TEACHER ASSIGNMENTS

- A. Teachers shall be presented with tentative teaching assignments for the next school year on or before the first day of June.
- B. An assignment shall be made in compliance with state regulations.
- C. In the event of a change in a teaching assignment, a teacher shall be notified by the Administration as soon as possible of said change, and, except in cases of emergency, not later than the last day of school in June.
- D. Notice of reassignment shall be given to a teacher by the building principal, at which time the teacher will be given the reason for it. In the event that a teacher objects to a reassignment at this meeting, upon request of the teacher, the Superintendent or his/her designee shall meet with him/her. The teacher may, at his/her option, have an Association representative present at this meeting. Vacant positions shall be posted prior to reassignment in the manner provided in Article 13, Section D. Transfers of employees by the Board will be in accordance with N.J.S.A. 34:13A-25.
- E. Teacher assignments for the following school year shall include grade level, course title, and building where applicable.

Article 16

TEACHER SABBATICAL LEAVES

- A. A sabbatical leave may be granted for the purpose of professional development as evident by plans for study which are approved by the Board of Education.
 - 1. A sabbatical leave may be granted to not more than one (1) percent (rounded off to the nearest whole number) of the teachers in any one year.
 - 2. The application process shall be posted at the earliest possible point in the school year. The criteria, timelines, and application process should be delineated for all staff members. The application process should include a process for staff to have the opportunity to revise or clarify their application in a timely manner, but no later than March 31st. The applicants should receive a response from the Superintendent no later than June 1st.

3. To be eligible for a sabbatical leave, a teacher shall have completed at least seven (7) consecutive full school years of service in the Holmdel School System.
4. In the event that there are more applicants for sabbatical leave than there are leaves available under the provision of this contract, requests will be evaluated based on the following three criteria: the district's need, the relevance of the program pursued to the staff member's position, and the staff member's seniority.

If one or more leaves are granted to staff members who have less seniority than the unsuccessful applicants, the Superintendent shall state, upon request, in writing, the basis of this decision to the President of the H.T.E.A.

If two or more applicants meet all three criteria equally, the successful applicant will be determined alphabetically by last name (A first, Z last). In such an event, the unsuccessful applicants have priority the next year in the event of another tie with respect to the three criteria.

5. While on sabbatical leave, a teacher is entitled to the benefits cited under Article 17. Said teacher is not entitled to health insurance benefits paid by the Board of Education but may continue said benefits at his/her own expense according to a payment schedule set by the Board Secretary/School Business Administrator.
6. A sabbatical leave shall be either for a full academic year, and the professional staff member shall be paid at the rate of one-half (1/2) the annual salary he/she would have received had he/she remained in his/her teaching position; or, for one-half (1/2) an academic year, and the professional staff member shall be paid his/her full salary for the one-half (1/2) year had he/she remained in his/her teaching position, provided that the total compensation and the sabbatical pay do not exceed the professional staff member's full salary rate. If such does occur, the sabbatical pay will be reduced by the amount necessary to effect a balance so that the total compensation would equal the salary he/she would have received had he/she remained in the school during the period of his/her absence.
7. Upon return from successful academic completion of the sabbatical leave, a teacher will be placed on a salary schedule at the level he/she would have achieved had he/she remained actively employed in the school system during the period of his/her absence, but shall accrue no sick leave for this period.
8. It is the expressed condition of any granting of a sabbatical leave that the staff member on leave shall agree to return to the employment of this school district for at least two (2) full years immediately following the sabbatical leave. In the event that the staff member voluntarily terminates his/her employment to accept

other employment prior to the expiration of said two-year period, the Board may, at its option, require reimbursement of the full salary paid to the staff member during the sabbatical leave.

9. The professional staff member on sabbatical leave may be required to file periodic reports with the Superintendent of Schools.
10. No more than one of the sabbaticals granted shall be half-year.

Article 17

TEACHER PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

- A. 1. For tenured teachers taking courses, the cost of tuition shall be reimbursed at a rate not to exceed that charged by any New Jersey State College or University. Reimbursement shall be made up to an annual maximum allowance of fifteen credits. For courses in administration or supervision, a payment equal to 3/4 of the tuition rate charged by any New Jersey State College or University shall be made. Reimbursement shall be further limited to 6 credits in any one semester.
2. Reimbursement under this Article shall be granted only for graduate level courses approved by the Superintendent of Schools and reported to him/her on the appropriate reporting form not later than one week after enrollment in said course.
3. Tuition shall not be reimbursed for courses taken to meet basic certification requirements for the position in which the teacher is currently employed.
4. A transcript and receipt of amount paid for tuition charges must be submitted to the Superintendent.
5. **The maximum total reimbursement per fiscal year, July 1 – June 30, shall be eighty thousand dollars (\$80,000).**

Procedure:

- **\$26,667 will be available for each of the Summer, Fall, and Spring sessions of each fiscal year (July 1 – June 30).**
- **All requests for tuition reimbursement must comply with the requirements and procedures in this, Article 17 A1-4.**
- **Allocated funds not expended for Summer session courses will carry over to the Fall semester.**
- **Allocated funds not expended for Fall courses will carry over to the Spring semester.**

- **Allocated funds not expended for Spring session courses will not carry over to the next fiscal year but will be used to make whole the Summer and Fall session participants if they were not paid in full.**
 - **If any session has more requests for reimbursement than monies available, the reimbursements will be prorated by the number of credits.**
 - **Sessions are defined as follows:**

Summer	July, August, September, October
Fall	November, December, January, February
Spring	March, April, May, June
 - **Grades, receipts, and Purchase Orders received by October 31 will be paid from Summer session funds.**
 - **Grades, receipts, and Purchase Orders received by February 28/29 will be paid from Fall session funds.**
 - **Grades, receipts, and Purchase Orders received by June 30 will be paid from Spring session funds. Acknowledgement by the professor of a successfully completed and passed course prior to receiving a mailed grade will be accepted for courses ending in May and June. Submissions made after June 30 for work completed during the Spring will be forfeited.**
 - **The H.T.E.A. President will receive a list of the number of credits which were approved for reimbursement and the anticipated costs on July 31, November 30, and March 31.**
 - **The H.T.E.A. President will receive a highlighted accounting of final distribution of funds for each session in a timely manner, but in no case later than the end of December, April, and August.**
 - **The H.T.E.A. President will receive a total yearly accounting in July.**
- B. Upon receiving prior approval of the Superintendent of Schools, teachers may attend conferences and subject area workshops at Board expense.
- C. The Board, with the cooperation of the Association, will arrange in-service courses, workshops, conferences, and programs designed to improve the quality of instruction.
- D. The Board and the Association agree to reopen negotiations, upon the request of either party, to address continuing education for teachers, including the issues of district inservice programs, the role of staff as presenters in such programs, and the operation of the District Professional Development Committee as per state regulations N.J.A.C. 6:11-13.

Article 18

EVALUATION OF TEACHER PERFORMANCE

PURPOSE

1. To give an opportunity for administrators and teachers to discuss objectively the contributions of a teacher to a school program. It is the hope that from such analysis each teacher may become a better teacher by knowing his/her own weaknesses and strengths.
2. To give an opportunity for the administration to plan a better program of supervisory service and in-service training program.
3. To provide an objective measure by which administrators may make recommendations concerning employment of teachers, granting tenure, and other reports for recommendations to the Board of Education.

GUIDELINES

1. The term "observation" shall be construed to mean a visitation to a classroom by a member of the administrative and supervisory staff of the school district, who holds an appropriate certificate for the supervision of instruction, for the purpose of observing a teacher's performance.
2. Each observation shall be conducted for a minimum of one class period in a secondary school, and in an elementary school, for the duration of one complete subject lesson. No observation will be made on the day before a holiday or the week before winter break.
3. The term "evaluation" shall be construed to mean a written evaluation prepared by the administrative/supervisory staff member who visits the classroom for the purpose of observing a teaching staff member's performance of the instructional process.
4. Each observation will be followed by a post-observation conference between the administrator/supervisory staff member and the teaching staff member within five (5) school days of the formal observation.

A written observation will be presented to non-tenured teachers within five (5) school days after a formal observation by an administrator or supervisor, and to tenured teachers within ten (10) school days. Each written evaluation may be followed at the request of either party within a reasonable period of time, but in no instance less than twenty-four (24) hours or more than ten (10) days, by a conference between the administrator/supervisory staff member and the teaching staff member. Both parties will sign the written evaluation report and retain a copy for his/her record. The teacher shall have the right to submit his/her disclaimer within ten (10) school days of receipt of the written evaluation and such disclaimer

shall be part of all copies of the evaluation. If the evaluator or the teacher is unavailable due to illness, conference, vacation, personal leave, jury duty, or other factors mandating an employee's absence from school, the day count resumes on the first day of the evaluator's or teacher's return.

5. Each teacher shall be scheduled for his/her end of year conference and shall receive said written summary evaluation of his/her total performance by May 15.

PROCEDURE

1. A copy of the evaluation form and a copy of the Board's policy on evaluation of teacher performance shall be given to each teacher at the beginning of his/her employment. At this time the purpose of evaluation shall be explained by a member of the administrative/supervisory staff.
2. Teacher evaluations shall be arranged according to the following schedule:
 - a. New Teachers: At least two (2) times prior to Winter recess, and three additional (3) times prior to April 1st, for a total of 5.
 - b. Non-tenured Teachers: At least one (1) time prior to Winter recess, with two (2) additional times prior to April 1st, for a total of 3.
 - c. Tenured teachers: At least one (1) time per year prior to April 1st.
 - d. All teachers will be advised as to whether or not they will be re-employed prior to April 30th.
 - e. Observations shall be spaced at least one (1) week apart.
3. A composite evaluation of teacher observations and evaluations shall be presented to the Board of Education by the Superintendent along with his/her recommendations prior to the regular April meeting of the Board of Education.
4. It shall be the responsibility of the Superintendent of Schools with the advice of his/her professional staff to use and continuously evaluate an appropriate instrument for the observation and evaluation of professional staff members.

OFFICE SERVICE PERSONNEL

Article 19

OFFICE SERVICE PERSONNEL RIGHTS

- A. It shall be the responsibility of the Superintendent of Schools with the advice of his/her secretarial and clerical staff to develop and periodically evaluate an appropriate instrument for the observation and evaluation of employees.
- B. Employees under this Agreement shall be given a written evaluation of their work performance by the Building Administrator prior to January 1. If an employee is not to be advanced on the salary schedule, or if in the case of a non-tenured employee, his/her contract for the following year is not to be renewed, he/she shall be given an additional written evaluation prior to May 1 explaining why such action is to be taken.
- C. Any suspension of an employee shall be with pay until formal charges are filed with the Board of Education.
- D. Dismissal of tenured office services personnel, in the event of a reduction in force, shall be accomplished on the basis of seniority of personnel who are currently assigned within the job classification affected by the reduction in force-i.e., clerk, principal's secretary, bookkeeper/clerk, guidance secretary, special services secretary, purchase order/accounts payable clerk, etc.

Additionally, any employee in a stipend paying position will bring with him/her any seniority earned within the district in a non-stipend paying position. A reduction in the clerk category, however, will affect only those individuals in that category.

Article 20

**CREDIT FOR PREVIOUS EXPERIENCE
FOR OFFICE SERVICE PERSONNEL**

Whenever a person shall hereafter accept employment in the school district, his or her initial place on the salary schedule shall be at such point as may be agreed upon by the person and the Board of Education. Such agreement applies only to years of experience (vertical movement), not degrees or credits (horizontal movement), provided that such degrees or credits are relevant to the employee's position.

Article 21

HOURS FOR OFFICE SERVICE PERSONNEL

- A.
 - 1. The school calendar year is defined as the period during any one contract year between the first day of school and the last day of school, as determined by the school calendar.
 - 2. School is in session when children are attending school. School is not in session during holidays, vacations, snow days, summer vacations, or any other day when school is closed.
- B.
 - 1. All employees will work 7 1/2 hours per day exclusive of lunch on days when school is in session, and 6 1/2 hours per day exclusive of lunch at all other times.
 - 2. All employees shall be entitled to two 10-minute "coffee breaks" (one in the morning and one in the afternoon) at times mutually agreed upon between the employee and the immediate supervisor. These "coffee breaks" are to be included in the regular day.
 - 3. Whenever there may be a shortened school day before a holiday, one office service employee shall be required to work up to one hour beyond the time that students are dismissed. The building administrator will make the assignment using a rotating schedule.
- C.
 - 1. Employees will work ten months (September 1 to June 30 excluding days during the school calendar year when school is not in session) or twelve months (July 1 to June 30 excluding days during the school year when school is not in session).
 - 2. During the school calendar year, all office service employees covered by this agreement will not work during days when school is not in session, including snow days.
 - 3. Employees who do work on snow days shall be given compensatory time off at a mutually agreed time. Employees will only be called to work these days when road conditions permit traveling as determined by the Building Administrator.
- D. The duty free lunch hour of employees covered by this Agreement shall not be less than 1/2 hour or not more than one hour except by mutual consent of the employee and his/her Building Administrator. Whenever possible, lunch periods among employees in the unit in the same building should be staggered to provide essential services.

- E. Ten month secretaries shall have first opportunity for extra summer employment at their prorated salary.
- F. Substitute or temporary replacement office services provided in excess of three continuous weeks shall be compensated for according to the provisions of the prevailing salary guide.

Article 22

**OFFICE SERVICE PERSONNEL
PAID HOLIDAYS**

Full-time and part-time employees shall be entitled to the following holidays with pay when such a holiday falls within their period of employment. Part-time employees who do not work a full day shall be paid for said holidays on a prorated basis. Part-time employees who do not normally work five days a week shall be paid for such holidays only if such holidays fall on a normally scheduled work day:

- | | |
|------------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Veteran's Day |
| Labor Day | Christmas Day |
| Independence Day | Memorial Day |
| Presidents' Day | |

Article 23

**OFFICE SERVICE PERSONNEL
PAID VACATIONS**

- A. An employee designated by the Board of Education as full time shall be eligible for paid vacation benefits as defined below. Said vacation benefits to be computed from the anniversary date of employment.
 - 1. Ten working days, non-accumulative, in each of the first five years of service in the school district.
 - 2. Fifteen working days per year, non-accumulative, upon the completion of five consecutive years of service in the school district.
 - 3. Twenty working days per year, non-accumulative, upon the completion of ten consecutive years of service in the school district.

4. In the initial year of employment vacation will be prorated from date of employment through June 30 of the same year.
 5. Ten month secretaries will be granted vacation on a prorated basis (5/6) and according to vacation benefits governing other Office Service Personnel. Vacation will be in the form of salary paid on June 30.
- B. An employee may request and schedule an extra week's vacation without pay subject to approval by the building administrator of the building in which the employee works. This extra week of unpaid vacation shall be taken during the summer, which is defined as commencing one week after the close of school and terminating one week before school opens. No vacations, whether paid or unpaid, shall exceed 4 weeks.
 - C. Vacations must be taken within the contract year following the year earned. Unused vacation days shall not accumulate, nor shall unused vacation days be convertible into severance pay. No more than five (5) days of said vacation can be taken during the school year, except during the first three (3) weeks of school and the last three (3) weeks of school during which time no vacation can be taken. Whenever possible, requests for vacation should be made at least 30 days prior to commencement of same.
 - D. An employee who resigned before the end of the contract year shall be given paid vacation benefits prorated according to the number of days worked that year consistent with paragraph C above.
 - E. The employee shall schedule his/her vacation for a time approved by the Building Administrator of the building in which the employee works. Said approval, except for emergency conditions, shall be granted.

Article 24

OFFICE SERVICE PERSONNEL SALARIES

- A. The salary guides for all employees covered by this Agreement are set forth in Schedule A-2, which is attached hereto and made a part hereof.
- B. For time worked beyond 7 1/2 hours per day, or for work on Saturday, compensation in addition to the Base Annual Salary shall be computed at 1 1/2 times the employee's hourly rate. For work on a Sunday compensation shall be computed at 2 1/2 times the employee's hourly rate. Employees who work on those days when school is not in session shall be paid at the regular hourly rate.

- C. A full-time employee may be paid an annual salary, divided into equal payments, with additional compensation paid as earned. Additional days worked are to be compensated at 1/240 of the annual salary for twelve month employees and 1/200 of the annual salary for ten month employees. In the event, the employees do not work on days that they are scheduled to work, a corresponding deduction shall be made in accordance with this paragraph.
- D. A salary increment listed in Schedule A-2, will be granted upon the completion of 10, 15 and 20 years of service in the district.

Article 25

**OFFICE SERVICE PERSONNEL
SKILL DEVELOPMENT**

- A. Tuition reimbursement for college level job or education related courses shall be awarded for up to nine (9) credits per year at the same rate provisions as for teacher.
- B. A salary increment as listed in Schedule A-2, will be granted upon the earning of 15 credits as related to courses, described in section A of this Article.

BUILDING SERVICE PERSONNEL

Article 26

**BUILDING SERVICE PERSONNEL
PROBATIONARY PERIOD**

Section 1 - The first sixty (60) days of employment for all new employees will be considered a probationary period for purposes of this Agreement.

Section 2 - During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

Article 27

**BUILDING SERVICE PERSONNEL
SENIORITY**

Section 1 - The seniority of each employee shall date from the employee's date of last hiring with the Board. The provisions of this Article shall be subject to the requirements of Title 18A:17-3.

Section 2 - Employee's seniority/job shall be deemed lost for the following reasons:

- a. Just cause
- b. Resignation
- c. Layoff for period of one year
- d. Failure to reply within 7 days after an employee is notified by registered letter delivered to the last known address by the Board on recall of layoff.

Article 28

**BUILDING SERVICE PERSONNEL
HOURS OF WORK AND OVERTIME**

Section 1 – The work week shall consist of five (5) consecutive days of the seven (7) day calendar week. Assignment of the work week shall be at the discretion of the Director of Plant Operations. The employee shall be notified of his/her work week schedule at least fourteen (14) days in advance of the start of the scheduled work week, except in case of a building emergency.

A shift that includes a Sunday will be offered on a voluntary basis. In the event there are no volunteers for that shift, the least senior employee must accept the assignment.

Anybody hired after September 1, 2002 may be assigned to a Sunday shift.

Section 2 - Any work performed beyond forty (40) hours in any work week or eight (8) hours in any work day shall be considered overtime and compensated for at one and one-half (1 1/2) times the regular hourly rate of pay.

Section 3 – Any work performed on a Sunday that constitutes overtime work shall be compensated at double time (2X) the regular rate of pay. Any work performed on a Sunday when this day falls within the employee’s assigned work week shall be compensated at the employee’s regular hourly rate plus ten percent (10%).

Section 4 - Custodial overtime which is an extension of a regular shift will first be assigned on a rotating basis within each building, commencing with the most-senior employee and progressing to the least senior. Any employee who refuses to accept an overtime assignment under this provision moves to the bottom of the building list. If no one from a particular building accepts an overtime assignment, award will be made to other custodians in the district from a rotating district seniority list according to the manner outlined above. If all employees in this category refuse the overtime, substitute custodians may be called.

Overtime for maintenance and grounds personnel shall be distributed on a rotating seniority basis for employees qualified and capable of performing the work. Such determination of qualifications and capabilities shall be made by the Board of Education or its designee.

Section 5 - Substitute Building Services Personnel

- a. If there is reasonable knowledge that an employee will be absent for five (5) or more days, (i.e., vacation, worker’s compensation, illness, death in family), substitute personnel may be utilized.
- b. If an employee is absent and it is not necessarily known that the employee will be absent for five (5) or more days, overtime must be offered for the first four (4) days as per Section 4. If overtime is refused and the district list has been utilized, then substitutes can be brought in immediately.

Effective July 1, 2000

- a. **If there is reasonable knowledge that an employee will be absent for two (2) or more days, (i.e., vacation, workers compensation, illness, death in family), substitute personnel may be utilized.**
 - b. If an employee is absent and it is not necessarily known that the employee will be absent for two (2) or more days, overtime must be offered for the first day as per Section 4. If overtime is refused and the district list has been utilized, then substitutes can be brought in immediately.
 - c. If the Board allows an employee to take a vacation of one to four days, the Board shall have the right to bring in a substitute for that period of time.

If the Board allows an employee to take a vacation of one day, the Board shall have the right to bring in a substitute for that period of time.
 - d. If a building services vacancy is filled by substitute personnel for three (3) or more weeks, such position shall be paid at the minimum contractual rate of the position being replaced.

Section 6 - Building Service Personnel performing overtime work in a specific position, i.e., custodian, groundskeeper, maintenance, shall be compensated at the appropriate overtime rate of the specific position.

Section 7 - In the event an employee is called back to work after leaving at the conclusion of his/her normal work shift, the employee will be entitled to a minimum of four (4) hours pay at the overtime rate that is applicable, said overtime to begin upon arrival at the work area.

Section 8 - SHIFTS --Employees in all positions of Building Service Personnel are subject to assignment to any of the shifts listed:

- 6:00 a.m. - 2:30 p.m.
- 6:30 a.m. - 3:00 p.m.
- 7:00 a.m. - 3:30 p.m.
- 8:00 a.m. - 4:30 p.m.
- 9:30 a.m. - 6:00 p.m.
- 10:00 a.m. - 6:30 p.m.
- 10:30 a.m. - 7:00 p.m.
- 2:30 p.m. - 11:00 p.m.
- 3:00 p.m. - 11:30 p.m.
- 3:30 p.m. - 12:00 a.m.

All shift hours are inclusive of a thirty minute unpaid lunch period. Changes in shift assignments must be given at least two calendar weeks in advance, except in emergencies. *Night differentials apply.

Section 9 - For the term of this agreement building services shall not be contracted out if such services cause a loss of employment for BSP.

Notice will be provided to H.T.E.A., upon the Board's approval of solicitation of bids for subcontracting Building Service Personnel. Subcontracting can not begin for a period of sixty (60) days after the Board's awarding of a bid.

All specifications must include the Building Service Personnel's right to reemployment by the subcontractor.

All unused vacation days will be paid at the contractual per hour rate. Unused sick days will be paid at the negotiated retirement rate.

Section 10 - Any extra-curricula or community activities scheduled by the Board beyond the normal work schedule shall be assigned to regular employees at the overtime rate of one and one half (1 1/2).

Article 29

BUILDING SERVICE PERSONNEL FORCE REDUCTION

Section 1 - The Board agrees that it will not engage any new employees unless all of the employees presently employed are working the scheduled work week noted in this Agreement.

Section 2 - In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board. The employee with the least seniority shall be laid off first and in re-hiring, the same principle shall apply: namely, the last employee laid off shall be the first to be re-hired. The provisions of the Article shall be subject to the provisions of N.J.S.A. 18A:17-4.

Section 3 - The employees involved in such layoff shall receive one week's notice in writing prior to any layoff, and a copy shall be given to the H.T.E.A. representative.

Article 30

BUILDING SERVICE PERSONNEL

JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS

Section 1 - If new jobs are created within the units subject to this Agreement, or if such vacancies occur in a higher rated position, present employees shall be eligible for consideration. If two or more employees determined equally qualified by the Board, apply for such position, seniority shall be the determining factor in the selection of employees to fill such position.

Section 2 - The Board agrees to post a notice of such new job, vacancy, or promotion on the bulletin board for a period of three (3) working days. The Board also agrees to post a notice of temporary vacancy created as a result of an employee's sick leave provided the Board becomes aware of the employee's sick leave in advance and provided said sick leave exceeds one month. Such notice shall contain a general description of the job, the rate of pay and when the job will be available. Anyone subject to this Agreement who is interested in the posted position must indicate that interest in writing to the designated individual in order to be eligible.

Section 3 - In the event an employee covered under this Agreement is selected to fill such position, the employee and the H.T.E.A. shall be notified in writing of the employee's acceptance by the Board within three (3) days of such acceptance.

Section 4 - Employees temporarily transferred to a higher rated job shall not receive pay for said higher rated job until said employee has been doing said higher rated job for five (5) consecutive working days. After five (5) consecutive working days, said employee shall be paid at the higher rate beginning with the first day on the job.

Section 5 - Employees temporarily transferred from the night to the day shift shall continue to be paid at the premium rate for the first five (5) consecutive days of said temporary transfer. Upon completion of the fifth consecutive day in the temporary day shift position, the premium rate shall no longer apply.

Section 6 - Employees who are involuntarily transferred to a different or lower position due to administrative changes shall not have their salary reduced.

Article 31

BUILDING SERVICE PERSONNEL HOLIDAYS

Section 1 - The Board agrees to grant all of the employees within the bargaining unit the following holidays with a full day's pay at the employee's regular straight time rate of pay, except when the holiday falls on a regular scheduled day off, a day will be given at the discretion of the administration:

New Year's Day
Good Friday
Memorial Day
Fourth of July
Presidents' Day
Labor Day
Easter Monday

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

In addition, if the schools are closed on Columbus Day or Martin Luther King Day, the District has the option for granting that holiday or awarding a floating holiday.

Section 2 - Employees who work on any of the above holidays shall be paid for such work at two and one-half (2 1/2) times the employee's regular rate, which shall include the holiday pay.

Section 3 - In order to be eligible for holiday pay, an employee must work on the scheduled work day immediately preceding and following the holiday, unless sick, in which case a doctor's note may be required by the Board or its designee.

Section 4 - When school is in session on Veteran's Day, President's Day and or Easter Monday those days will be considered part of the regular work week. If another day is given off in lieu of those days, employee will be granted that day off.

Section 5 - Building Service Personnel shall not be expected to work during a statewide state of emergency.

Section 6 - Building Service Personnel shall not be required to remain in school buildings during evacuations due to terrorist acts or bomb threat.

Article 32

BUILDING SERVICE PERSONNEL VACATIONS

Section 1 - The Board agrees to grant to all employees in the bargaining unit paid vacations in accordance with the following schedule and based on the date of hire.

Length of Employment as of Anniversary Date

Working Days Vacation

- | | |
|---|--------------------|
| a. Less than one year | 5/6 days per month |
| b. 12 or more months | 10 - working days |
| c. 5 or more years but less than 10 years | 15 - working days |

d. 10 years or more

20 - working days

Section 2 - Employees must take vacations to which they are entitled within the year following the year in which it was earned. Vacations can neither be accumulated nor held back beyond that year.

Section 3 - The vacation period shall commence on July 1 and vacations may be taken at any time during the fiscal year provided the vacation period (s) requested do not interfere with the performance of essential services and work assignments. Employees shall notify the Supervisor of Maintenance and Grounds of their vacation requests by not later than March 1 of the year prior to the fiscal year in which the vacation is to be taken. The Board shall, after review and necessary adjustments of requests, post the vacation schedule for employees by April 1 of the year prior to the fiscal year in which the vacation is to be taken. Employees requests made after April 1 for adjustments in their vacation must be approved by the Board Secretary/School Business Administrator.

Section 4 - During layoff periods for reasons of lack of work, vacation benefits shall continue to occur for a period not to exceed one (1) year. Vacation benefits shall not occur during unpaid leaves of absence.

Section 5 - Vacations will be scheduled according to seniority and anniversary date of hire.

Article 33

BUILDING SERVICE PERSONNEL LEAVES

Section 1 - Jury Duty Leave

An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed by the Court and straight time pay for scheduled working time lost.

Section 2 - Reporting Absences

An intended absence shall be reported as soon as such intention is known to the employee. Any absence not reported prior to the beginning of the scheduled work day may be considered as an unexcused absence.

Article 34

BUILDING SERVICE PERSONNEL MISCELLANEOUS PROVISIONS

Section 1 - In the absence of emergency conditions, other full-time employees not included in the Bargaining Unit, shall not be permitted to perform the duties of employees in the aforesaid Bargaining Unit, with the exception of temporary employees working within the period May 15 to September 15.

Section 2 - All employees shall be furnished with the following at no cost to the employee:

- a. Five (5) uniforms and one (1) pair of safety shoes for each man/woman each school year will be supplied by the Board at no cost to the employee, where the Board requires employees to wear specific uniforms. Employees who buy their own safety shoes will be reimbursed \$75.00 for a single pair.
- b. A basic supply of foul and cold weather gear, including parka-type winter jackets, sufficient in number for all custodians shall be made available at each school site for the use of employees. Replacement and choice of gear shall be effected upon inspection of apparel by the Business Administrator or his/her designee in consultation with the appropriate H.T.E.A. representative.
- c. Maintenance and Grounds personnel shall have available at no extra cost to them one (1) winter jacket per employee. Replacement shall be effected under the provisions of (b) above.
- d. Foul weather gear and winter jackets shall be worn by employees when on duty and only on school premises, except when their job duties necessitate leaving school premises. These items of apparel shall not be worn by employees while en route from or to work.

Section 3 - No clause in this Agreement shall be construed or interpreted to imply any lowering of present wages or working conditions.

Section 4 - Temporary employees working within the period May 15 to September 15 are an exception to this Agreement.

Article 35

BUILDING SERVICE PERSONNEL WAGES

Building Service Personnel covered by this Agreement shall receive the wages as set forth in Schedule A-3.

Article 36

EVALUATION OF PERFORMANCE

PURPOSE

1. To give an opportunity for Administration and Building Services employees to discuss objectively the contributions of an employee to our school district.
2. To give an opportunity for Administration to plan for better on-the-job training.
3. To set up a way by which Administrators can make recommendations concerning employment of Building Services Personnel.

GUIDELINES

1. The term "evaluation" means a written document prepared by a member of the Administrative staff.
2. The evaluation will be in narrative form addressing the following areas: Work Traits, Work Performance, School & Community Relations, Attendance & Punctuality, and Professional Improvement.

Evaluations will be based upon the employee's job description.

3. Each Building Service employee shall receive an evaluation two (2) times a year, by December 15 and June 15.
4. Each evaluation may be followed at the request of either party within a responsible period of time, but in no instance less than 24 hours or more than 15 school days, by a conference between the administrator/supervisory staff and the Building Service employee. The Building Service employee shall have the right to submit his/her written disclaimer within ten (10) school days following a conference. Such disclaimer shall be a part of each party's copy of the evaluation.
5. The evaluation form shall be changed only by mutual agreement of the Board of Education and the HTEA.

It shall be the responsibility of the superintendent of schools with the advice of his/her Building Service Personnel staff to use and continuously evaluate an appropriate instrument for the observation and evaluation of Building Service Personnel.

INSTRUCTIONAL SUPPORT PERSONNEL

Article 37

INSTRUCTIONAL SUPPORT PERSONNEL RIGHTS

- A. All ISP shall be advised as to whether or not they will be re-employed prior to April 30th.
- B. In the event an employee is not offered re-employment, said employee is entitled to the rights enjoyed by non-tenured teachers as described in Article 11 section B.
- C. In the event an employee with three to five years experience is not offered re-employment they will be compensated with two weeks of their final year's pay. In the event an employee with more than five years experience is not offered re-employment they will be compensated with four weeks of their final year's pay.

Article 38

TEACHING HOURS AND TEACHING LOAD

- A. Instructional Support Personnel shall work the same hours and days worked by teachers in the school to which they are assigned except as modified below.
- B. ISP shall be assigned educational and/or building management responsibilities equivalent in time to the teachers in the school to which they are assigned, except as modified below.
- C. ISP may be assigned an additional period per day of building management responsibility. At WRSS and HS, this period is to be continuous. At IHS and VS this period may consist of two discontinuous parts. This additional period may be at any time from 15 minutes before the start of school to either 15 minutes after school ends in IHS and VS or 45 minutes after school ends in WRSS and HS.

Article 39

SALARIES

- A. The salary guides for ISP are set forth in Schedule A-4 which is attached hereto and made part thereof.
- B. Additional periods worked are to be compensated at a rate of 20% of the employee's daily pay.

Article 40

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2002, and shall continue in effect until June 30, 2005.

This 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. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiations.

During the term of this Agreement neither party shall be required to negotiate with respect to any subject matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement. This is not to be interpreted as giving the Board the right to unilaterally change terms and conditions of employment.

In witness thereof, the parties hereto have caused to be signed by their representatives, presidents, and secretaries on the day and year indicated.

Holmdel Township
Education Association

Holmdel Township
Board of Education

President

President

Date

Date

Secretary

Secretary

Date

Date

SCHEDULE A-1
TEACHER SALARY GUIDE
2002-2003

STEP	BA	BA +15	BA +30	MA	MA +15	MA +30	PHD
					BA+45*	BA+60*	
1	39,000	40,750	42,500	46,200	47,950	49,700	51,450
2	39,291	41,041	42,791	46,491	48,241	49,991	51,741
3	39,600	41,350	43,100	46,800	48,550	50,300	52,050
4	40,090	41,840	43,590	47,290	49,040	50,790	52,540
5	40,580	42,330	44,080	47,780	49,530	51,280	53,030
6	41,090	42,840	44,590	48,290	50,040	51,790	53,540
7	41,600	43,350	45,100	48,800	50,550	52,300	54,050
8	42,400	44,150	45,900	49,600	51,350	53,100	54,850
9	44,000	45,750	47,500	51,200	52,950	54,700	56,450
10	45,600	47,350	49,100	52,800	54,550	56,300	58,050
11	47,200	48,950	50,700	54,400	56,150	57,900	59,650
12	50,500	52,250	54,000	57,700	59,450	61,200	62,950
13	54,400	56,150	57,900	61,600	63,350	65,100	66,850
14	58,300	60,050	61,800	65,500	67,250	69,000	70,750
15	62,200	63,950	65,700	69,400	71,150	72,900	74,650
16	66,100	67,850	69,600	73,300	75,050	76,800	78,550
17	70,000	71,750	73,500	77,300	79,200	81,100	83,000

Credited years of experience are determined by the provisions of this contract, and are as of June 30, 2002.

*In order to move to these training levels, the employee must have been awarded the Masters Degree.

Longevity for 20 and more years of service in Holmdel - \$500.00

SCHEDULE A-1
TEACHER SALARY GUIDE
2003-2004

STEP	BA	BA +15	BA +30	MA	MA +15	MA +30	PHD
					BA+45*	BA+60*	
1	40,000	41,850	43,600	47,400	49,150	50,900	52,650
2	40,470	42,320	44,070	47,870	49,620	51,370	53,120
3	40,950	42,800	44,550	48,350	50,100	51,850	53,600
4	41,540	43,390	45,140	48,940	50,690	52,440	54,190
5	42,140	43,990	45,740	49,540	51,290	53,040	54,790
6	42,740	44,590	46,340	50,140	51,890	53,640	55,390
7	43,340	45,190	46,940	50,740	52,490	54,240	55,990
8	43,950	45,800	47,550	51,350	53,100	54,850	56,600
9	45,150	47,000	48,750	52,550	54,300	56,050	57,800
10	46,800	48,650	50,400	54,200	55,950	57,700	59,450
11	50,100	51,950	53,700	57,500	59,250	61,000	62,750
12	53,500	55,350	57,100	60,900	62,650	64,400	66,150
13	57,000	58,850	60,600	64,400	66,150	67,900	69,650
14	60,600	62,450	64,200	68,000	69,750	71,500	73,250
15	64,300	66,150	67,900	71,700	73,450	75,200	76,950
16	68,100	69,950	71,700	75,500	77,250	79,000	80,750
17	72,000	73,850	75,600	79,500	81,400	83,300	85,200

Credited years of experience are determined by the provisions of this contract, and are as of June 30, 2003.

*In order to move to these training levels, the employee must have been awarded the Masters Degree.

Longevity for 20-24 years of service in Holmdel - \$500.00

Longevity for 25 and more years of service in Holmdel - \$1,000.00

SCHEDULE A-1
TEACHER SALARY GUIDE
2004-2005

STEP	BA	BA +15	BA +30	MA	MA +15	MA +30	PHD
					BA+45*	BA+60*	
1	41,040	42,990	44,740	48,640	50,390	52,140	53,890
2	41,680	43,630	45,380	49,280	51,030	52,780	54,530
3	42,320	44,270	46,020	49,920	51,670	53,420	55,170
4	42,960	44,910	46,660	50,560	52,310	54,060	55,810
5	43,600	45,550	47,300	51,200	52,950	54,700	56,450
6	44,250	46,200	47,950	51,850	53,600	55,350	57,100
7	44,900	46,850	48,600	52,500	54,250	56,000	57,750
8	45,560	47,510	49,260	53,160	54,910	56,660	58,410
9	47,080	49,030	50,780	54,680	56,430	58,180	59,930
10	49,730	51,680	53,430	57,330	59,080	60,830	62,580
11	52,630	54,580	56,330	60,230	61,980	63,730	65,480
12	55,550	57,500	59,250	63,150	64,900	66,650	68,400
13	58,940	60,890	62,640	66,540	68,290	70,040	71,790
14	62,430	64,380	66,130	70,030	71,780	73,530	75,280
15	66,020	67,970	69,720	73,620	75,370	77,120	78,870
16	70,010	71,960	73,710	77,610	79,360	81,110	82,860
17	74,000	75,950	77,700	81,700	83,600	85,500	87,400

Credited years of experience are determined by the provisions of this contract, and are as of June 30, 2004.

*In order to move to these training levels, the employee must have been awarded the Masters Degree.

It is agreed that a mutual goal of the Board and Association is to continue to make progress toward more equal vertical increment percentages in the steps of the A1 guide. (This goal is non-binding.)

Longevity for 20-24 years of service in Holmdel - \$500.00

Longevity for 25-29 years of service in Holmdel - \$1,000.00

Longevity for 30 and more years of service in Holmdel \$1,500.00

SCHEDULE A-2

OFFICE SERVICE PERSONNEL SALARY GUIDE

STEP	2002-2003	2003-2004	2004-2005
1	22,075	23,673	25,253
2	22,575	24,173	25,753
3	23,075	24,673	26,253
4	23,575	25,173	26,753
5	24,075	25,673	27,253
6	24,575	26,173	27,753
7	25,075	26,673	28,253
8	27,173	27,173	28,753
9	29,447	29,253	29,253
10	31,911	32,227	32,085
11	34,581	35,301	35,655
12	37,475	38,475	39,475
LONGEVITY			
10 YEARS	780	780	780
15 YEARS	1500	1500	1500
20 YEARS	2200	2200	2200
STIPENDS			
LEVEL I	3600	3600	3600
LEVEL II	3400	3400	3400
LEVEL III	2805	2805	2805
15 CREDITS	755	755	755

Level I – Includes the following positions: Guidance Secretary, Special Services Secretary, Secretary to the Principal, Office of the Superintendent Secretary, Secretary to the Director of Curriculum, Secretary-Central Office, and Coordinator of Purchasing.

Level II – Includes the following position: Secretary to the Assistant Principal and Secretary Athletic Director.

Level III – Includes the following positions: Purchase Order Clerk, and Assistant Bookkeeper.

SCHEDULE A-3

BUILDING SERVICE PERSONNEL SALARY GUIDE

Step	2002-2003 Hourly Salary	2003-2004 Hourly Salary	2004-2005 Hourly Salary
1	\$11.68	\$12.86	\$14.15
2	12.18	13.36	14.65
3	13.17	13.86	15.15
4	14.16	14.85	15.65
5	15.15	15.84	16.64
6	16.14	16.83	17.63
7	17.13	17.82	18.62
8	18.12	18.81	19.61
9	19.11	19.80	20.60
10	20.10	20.79	21.59
11	21.09	21.78	22.58

In addition to the above salaries, the following differentials will apply:

Groundsperson	+ \$1.00/hr
Maintenance	+ 3.00/hr
Village School Head Custodian	+ 1.20/hr
Indian Hill School Head Custodian	+ 1.30/hr
Satz School Head Custodian	+ 1.30/hr
Holmdel High School Head Custodian	+ 1.78/hr
Head Groundsperson	+ 1.78/hr
Head Maintenance	+ 1.78/hr
Media Technician	+ 3.00/hr
Technology Support Assistant	+ 4.00/hr
Microsoft License	+ 2.50/hr
Night Differential	+ 0.54/hr
Boiler License	+ 540.00
Pesticide License	+ 325.00
LONGEVITY*	
After 5 years	+ \$700.00
After 10 years	+ \$1400.00

* Grandfathered for those employees hired prior to June 30, 1999.

SCHEDULE A-4

INSTRUCTIONAL SUPPORT PERSONNEL SALARY GUIDE

2002-2003	2003-2004	2004-2005
\$32,540	\$34,151	\$35,841

SCHEDULE B

Position (unless otherwise noted, activities are High School activities)

POSITION	Compensation	Compensation	Compensation
	2002-2003	2003-2004	2004-2005
Academic Competition Advisor HHS/Satz	\$2,608	\$2,673	\$2,740
Activity Director (Satz)	\$1,117	\$1,145	\$1,174
Art Honor Society Advisor	\$1,117	\$1,145	\$1,174
Assigning Substitutes	\$5,594	\$5,734	\$5,878
Athletic Trainer	\$13,803	\$14,148	\$14,501
Attendance Officer	\$4,178	\$4,282	\$4,389
Audio-Visual Advisor	\$2,236	\$2,291	\$2,349
Band Director (HS)	\$2,608	\$2,673	\$2,740
Band Director (Satz)	\$1,117	\$1,145	\$1,174
Band Evening (Per Performance) – IH	\$277	\$284	\$291
Baseball – Head Coach	\$5,961	\$6,110	\$6,263
Baseball – Assistant Coach	\$3,974	\$4,073	\$4,175
Baseball – Satz	\$3,539	\$3,628	\$3,719
Basketball – Head Coach	\$6,704	\$6,871	\$7,043
Basketball – Assistant Coach	\$4,471	\$4,583	\$4,697
Basketball – Satz	\$3,539	\$3,628	\$3,719
Cheerleading – Head Coach (per season/ - 2 seasons)	\$4,097	\$4,199	\$4,304
Cheerleading – Assistant Coach (per season/ - 2 seasons)	\$2,731	\$2,799	\$2,869
Cheerleading – Satz	\$1,863	\$1,910	\$1,958
Chess Advisor	\$2,236	\$2,291	\$2,349
Choral Director – HS	\$1,117	\$1,145	\$1,174
Choral Director – Satz	\$1,117	\$1,145	\$1,174
Choreographer – Drama/Prod.	\$1,117	\$1,145	\$1,174
Chorus Evening (Per Performance) – IH	\$277	\$284	\$291
Class Advisor 11-12	\$2,236	\$2,291	\$2,349
Class Advisor 8-10	\$1,490	\$1,528	\$1,566
Clerk of Student Activities/Student Athletic Fund	\$4,178	\$4,282	\$4,389
Clubs – Satz	\$1,117	\$1,145	\$1,174
Communication Network – one per school	\$1,490	\$1,528	\$1,566
Cross Country Coach – HS	\$4,097	\$4,199	\$4,304
Cross Country Coach – Satz	\$3,539	\$3,628	\$3,719
Departmental Liaison * (.6 scheduled classes)	\$3,112	\$3,190	\$3,269
Drama Coach/Production	\$2,608	\$2,673	\$2,740
Drama Coach/Production Satz	\$2,608	\$2,673	\$2,740
Drama Coach/Production IH	\$2,608	\$2,673	\$2,740
Eco Club Advisor	\$1,117	\$1,145	\$1,174
Elementary Resource Person * (.6 scheduled classes)	\$3,112	\$3,190	\$3,270
Environmental Club Advisor	\$1,117	\$1,145	\$1,174
Equipment Manager	\$2,981	\$3,055	\$3,132
Extended Art – Indian Hill	\$2,236	\$2,291	\$2,349

SCHEDULE B continued			
POSITION	Compensation	Compensation	Compensation
	2002-2003	2003-2004	2004-2005
Extended Learning – Satz	\$1,117	\$1,145	\$1,174
Field Hockey – Head Coach	\$5,961	\$6,110	\$6,263
Field Hockey – Assistant Coach	\$3,974	\$4,073	\$4,175
Field Hockey – Satz	\$3,539	\$3,628	\$3,719
Football – Head Coach	\$7,078	\$7,255	\$7,436
Football – Assistant Coach	\$4,717	\$4,835	\$4,956
Forensics Advisor	\$2,608	\$2,673	\$2,740
Golf Coach	\$2,981	\$3,055	\$3,132
Gymnastics – Head Coach	\$5,961	\$6,110	\$6,263
Gymnastics – Assistant Coach	\$3,974	\$4,073	\$4,175
Homebound Instruction/Hour	\$45	\$46	\$47
IEQ (Indoor Environmental Quality) Coordinator)	\$3,500	\$3,588	\$3,678
Indoor Track – Head Coach	\$4,097	\$4,199	\$4,304
Indoor Track – Assistant Coach	\$2,731	\$2,799	\$2,869
Intramurals – IH	\$1,490	\$1,528	\$1,566
Intramurals Coach (Satz)	\$1,677	\$1,719	\$1,762
Inventory Clerk	\$3,050	\$3,127	\$3,205
Key Club Advisor	\$2,608	\$2,673	\$2,740
Kiwanis Builders Club	\$1,117	\$1,145	\$1,174
Lacrosse – Head Coach	\$5,961	\$6,110	\$6,263
Lacrosse – Asst. Coach	\$3,974	\$4,073	\$4,175
Literary Magazine Advisor	\$1,863	\$1,910	\$1,958
Math Lab – Indian Hill	\$2,236	\$2,291	\$2,349
Memory Book Advisor IH	\$1,117	\$1,145	\$1,174
Mock Trial/Gov. Inst. Advisor	\$2,236	\$2,291	\$2,349
Music Director / Prod.	\$2,608	\$2,673	\$2,740
Music Director/Production Satz	\$2,608	\$2,673	\$2,740
Music Director/Production IH	\$2,608	\$2,673	\$2,740
National Honor Society Advisor	\$1,117	\$1,145	\$1,174
Newspaper Advisor – HS	\$4,471	\$4,583	\$4,697
Newspaper Advisor – Satz	\$2,236	\$2,291	\$2,349
Olympics of the Mind – Indian Hill	\$1,117	\$1,145	\$1,174
Peer-to-Peer Program/Advisor	\$1,117	\$1,145	\$1,174
Performing Arts Club Advisor	\$1,117	\$1,145	\$1,174
Politics Club	\$2,236	\$2,291	\$2,349
Project Plus Advisor	\$3,050	\$3,127	\$3,205
Quiz Bowl Advisor	\$1,117	\$1,145	\$1,174
Rogate Advisor – Satz	\$1,863	\$1,910	\$1,958
Safety Patrol – Village	\$1,117	\$1,145	\$1,174
Soccer – Head Coach	\$5,961	\$6,110	\$6,263
Soccer – Assistant Coach	\$3,974	\$4,073	\$4,175
Soccer – Satz	\$3,539	\$3,628	\$3,719
Softball – Head Coach	\$5,961	\$6,110	\$6,263
Softball – Assistant Coach	\$3,974	\$4,073	\$4,175
Softball – Satz	\$3,539	\$3,628	\$3,719
Stage Manager/Performing Arts	\$1,863	\$1,910	\$1,958

Coordinator			
Strength & Conditioning Coach	N/A	\$3,816	\$3,912
Student Council Advisor – IH	\$2,236	\$2,291	\$2,349
SCHEDULE B continued			
POSITION	Compensation	Compensation	Compensation
	2002-2003	2003-2004	2004-2005
Student Council Advisor – Satz	\$2,236	\$2,291	\$2,349
Student Council – Co –Advisor – HS	\$2,236	\$2,291	\$2,349
Student Newsletter – IH	\$1,117	\$1,145	\$1,174
Summer Non-pupil contact Employ.	\$35.81	\$36.71	\$37.63
Summer Pupil Contact Employment	1/200 per day	1/200 per day	1/200 per day
Swimming Head Coach	\$5,961	\$6,110	\$6,263
Swimming Assistant Coach	\$3,974	\$4,073	\$4,175
Talent Show Advisor – IH	\$1,117	\$1,145	\$1,174
Talent Show Coord. – Satz	\$1,117	\$1,145	\$1,174
Teacher in Charge - Indian Hill	\$1,490	\$1,528	\$1,566
Technical Advisor/Prod IH	\$1,490	\$1,528	\$1,566
Technical Advisor/Prod Satz	\$1,490	\$1,528	\$1,566
Technical Advisor/Prod	\$1,490	\$1,528	\$1,566
Television Society Advisor – HS	\$2,236	\$2,291	\$2,349
Tennis Coach	\$4,097	\$4,199	\$4,304
Track – Head Coach	\$5,961	\$6,110	\$6,263
Track – Assistant Coach	\$3,974	\$4,073	\$4,175
Track – Satz	\$3,539	\$3,628	\$3,719
Transitions Advisor	\$1,117	\$1,145	\$1,174
Twirling Coach	\$2,981	\$3,055	\$3,132
Unified Sports Coach	\$1,863	\$1,910	\$1,958
Voluntary Duty Periods	\$30.45	\$31.21	\$31.99
Weight Training Coach/Season	\$1,241	now Strength & Conditioning Coach	
World Language Honor Soc/Adv	\$1,117	\$1,145	\$1,174
Wrestling – Head Coach	\$5,961	\$6,110	\$6,263
Wrestling – Assistant Coach	\$3,974	\$4,073	\$4,175
Wrestling – Satz	\$3,539	\$3,628	\$3,719
Yearbook Advisor – HS	\$4,471	\$4,583	\$4,697
Yearbook Advisor – Satz	\$2,236	\$2,291	\$2,349
Youth Alliance Advisor – HHS	\$1,025	\$1,051	\$1,077
Youth Alliance Advisor - Satz	\$1,025	\$1,051	\$1,077
Webmaster	\$4,200	\$4,305	\$4,413

- A. In filling Schedule B positions, every effort shall be made to fill the positions prior to May 30th of the current year, provided that the current year's activity has terminated by that date. Notification to candidates shall be made promptly thereafter. For positions that terminate after May 30th, and for those positions not filled by that date, the Superintendent shall re-notify the staff of the continued vacancies prior to the last day of school in June.
- B. Staff members employed under Schedule B in year-long positions shall be paid in two (2) equal installments: January 31 and the last day of school.

- C. New Schedule B employees shall serve a three (3) year probationary period. They will be evaluated each year within thirty (30) days of the end of their sports season or activity. Upon appointment to a fourth year, no Schedule B employee shall be removed from his/her position or denied a continuous future appointment in that position without just cause. This provision applies only to employees hired prior to July 1, 2002.