

A G R E E M E N T

between

HIGHLANDS BOARD OF EDUCATION

and

HIGHLANDS EDUCATION ASSOCIATION

July 1, 2015 to June 30, 2018

Final – 11/16/15

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NOTE

ALL REFERENCES TO MALE OR FEMALE
EMPLOYEES SHALL, UNLESS OTHERWISE
INDICATED, BE UNDERSTOOD AS
REFERRING TO BOTH MALE AND FEMALE
EMPLOYEES.

ARTICLE 1 - Recognition

The Highlands Board of Education (Board) hereby recognizes the Highlands Education Association (Association) as the exclusive and sole representative for collective negotiations concerning grievances and the terms and conditions of employment for all certified teaching staff members, Child Study Team members and the School Nurse, hereinafter referred to collectively as contractual employees.

All other certified personnel are expressly excluded from the within Recognition Clause and are therefore not covered under the instant Collective Negotiations Agreement.

ARTICLE II - Negotiations of Successor Agreement

1. The parties agree to enter in collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-5.1, et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of contractual employees' employment. Such negotiations shall begin not later than November 1st of the calendar year proceeding the calendar year in which this Agreement expires. Any agreement negotiated shall be subject to ratification by the Board and the Association and shall be reduced to writing; and shall be signed by the Board and the Association.

2. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

3. 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 III - Grievance-Arbitration Procedures

1. A grievance shall mean a complaint by a member of the bargaining unit that there has been, as to him, a misinterpretation or a misapplication or a violation of the terms of this agreement affecting the terms and conditions of his employment.

2. A grievance to be considered under this procedure must be initiated by the contractual employee within forty-five (45) calendar days following its occurrence.

3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved contractual employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

4. It is understood that contractual 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 determined.

5. Any aggrieved person may be represented at all steps of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association.

6. When a contractual employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the Superintendent's written decision made in response to a written grievance shall be given to the Association immediately.

7. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.

8. The Association shall have the right to grieve in the same manner as an individual whenever its complaint is based upon a wrong suffered by the members of the unit as a whole.

Procedure -

1. Since it is important that a grievance 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 specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, where practicable, so that the grievance procedure may be exhausted to the end of the school year or as soon thereafter as is practicable.

3. Level One - An employee with a grievance at this level shall first discuss it with his principal or immediate superior, either directly or through a representative of the Association or he may be accompanied by any other representative of the Association or he may be accompanied by any other representative of the employee's choice.

4. Level Two - If the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no satisfactory decision has been rendered within eight (8) school days after presentation of the grievance, he may file a grievance in writing with the Chairperson of the Association's Grievance Committee (hereinafter referred to as the Committee) within five (5) school days after the decision at Level One or twelve (12) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the Committee or the aggrieved may refer it to the Superintendent of Schools.

5. Level Three - If the aggrieved person is not satisfied with the disposition of his grievance at level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he shall, within fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Chairperson of the Committee submit his grievance to the Board of Education. The Committee may submit the grievance to the Board of Education within fifteen (15) school days after receipt of the request. Failure to move the grievance to the Board of Education level within fifteen (15) calendar days, shall result in the

grievance being abandoned. The Board shall respond within twenty (20) calendar days. Failure of the Board of Education to respond within the aforesaid twenty (20) calendar days, shall at the option of the Committee, advance the grievance to the arbitration level.

6. Level Four

- a. If the aggrieved person is not satisfied with the decision at Level Three, the party may within ten (10) calendar days request in writing to the Committee that arbitration procedure be initiated. Such request may be made by the committee within twenty (20) calendar days. If no request is made, the grievance shall be deemed abandoned.
- b. The parties may designate a mutually acceptable arbitrator or within twenty (20) school days after such written notice of submission to arbitration, a request for a list of arbitrators shall be made to the Public Employment Relations Commission in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Committee and hold a hearing promptly and shall issue his recommendation not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs in writing on issues are submitted to him. The arbitrator's recommendation shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendations which require the commission of an act prohibited by law or whichever is violate of the terms of this Agreement. Arbitration shall not be permitted of any grievance involving the non-renewal of a non-tenured employee. The recommendations of the arbitrator shall be submitted to the Board and the Association and shall be binding on the parties.
- d. The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring same.

ARTICLE IV – Contractual Employee Rights

1. Pursuant to N.J.S.A. 34:13A-5.3, *et seq.*, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any contractual employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1, *et seq.*, or other laws of New Jersey, or the Constitution of New Jersey and the United States; that it shall not discriminate against any contractual employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of a grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

2. Whenever any contractual employee is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that contractual employee in his office, position or employment or the salary or any increment pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him and represent him during such meeting or interview. Any suspension of a contractual employee pending charges shall be with pay.

3. Any question or criticism by a supervisor, administrator, or Board member of an employee's performance/instructional methodology shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

4. No contractual employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V - Association Rights and Privileges

1. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information.

2. Whenever any representative of the Association or any contractual employee is required to participate as a witness, designated representative or grievant during working hours in grievance proceedings or when the Association's negotiating committee negotiates directly with the school Board's negotiating committee, he shall suffer no loss in pay.

3. The Association and its representatives shall have the right to use the school buildings at reasonable hours for meeting purposes, provided it does not interfere with previously scheduled use of the building or school scheduled activities. The principal of the building shall be notified twenty-four (24) hours in advance of the time and place of all such meetings.

4. The Association shall have the exclusive use of a bulletin board in the faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices only.

5. The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the contractual employees, and to no other organizations.

6. Representative Fee

A. Purpose of Fee - Any contractual employee in the bargaining unit who does not join the Association within thirty days after initial employment or any contractual employee previously employed in the unit who does not re-join the Association within ten days of re-entering into employment shall as a condition of employment pay a representation fee to the Association through automatic payroll deduction. The purpose of this fee is to offset the employer per capita costs of services rendered by the Association as majority representative.

B. Amount of Fee

1. The representation fee shall be in an amount equal to a maximum of 85% of the regular Association membership dues, fees and assessments, or such other amount as is fixed or adjusted by law, as certified to the Board by the Association.

2. Prior to the beginning of each membership year, the Association will certify to the Board in writing the amount of the deduction. The Association may revise its certification at any time to reflect changes as a result of changes in membership dues, fees and assessments or as a result of changes imposed by law.

C. Demand and Return System

The Association will establish and maintain a demand and return system as provided by N.J.S.A. 34:13A-5.4(2)(c) and N.J.S.A. 34:13A-5.4(3).

D. Deduction and Transmission of Fee

1. Deduction of representative fees and the transmission of such fees will, as closely as possible, conform to the procedures utilized for the deduction and transmission of membership dues to the Association.

2. On or about the last day of each month the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for such employees.

3. On or about the first day of each month the Association will submit to the Board a list of those contractual employees who have not become members of the Association for the current year. The Board will commence deductions with the first paycheck subsequent to such notification.

4. If a contractual employee required to pay a representation fee terminates his employment with the Board before the Association has received the full amount of the representation fee to which it is entitled, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee.

5. The Association agrees to indemnify and hold harmless the employer from any causes of action, claims, or loss of damages incurred as a result of these procedures and requirements.

6. The Association President shall be permitted release time to conduct Association business and/or meet with the Superintendent of Schools one period per week, provided that the release time shall only occur when the President's specialty class has coverage by another regularly assigned, certificated contractual employee.

ARTICLE VI – Contractual Employee Work Year

1. The in-school work year for contractual employees employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one day of orientation) shall not exceed 186 days.

2. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which contractual employee attendance is required.

3. Contractual employee attendance shall not be required whenever student attendance is not required due to inclement weather.

4. The school calendar shall be published annually. The Board shall have unilateral authority to set the school calendar. The Board shall include HEA President or designee to be invited to a school calendar planning meeting. The Board agrees not to set the school calendar for succeeding years or change the existing calendar without the Administration consulting the Association representatives.

5. Scheduled early dismissal days shall be limited to the day before Thanksgiving, the day before Winter Break, the day before Spring Break and the last day of school.

ARTICLE VII - Contractual Employee Hours and Workload

1. The total in-school workday shall consist of no more than seven (7) hours and five (5) minutes, which shall include a duty-free forty-five (45) minute lunch guaranteed to all contractual employees. Contractual employees may leave the building during their scheduled duty-free lunch periods.

2. All contractual employees will sign in ten (10) minutes prior to start of pupils' instructional day. Contractual employees assigned to AM duties will be at assigned posts ten (10) minutes prior to start of pupils' instructional day. Contractual Extra-curricular positions (Morning Monitor(s) and Breakfast Monitor(s) will remain at posted positions for thirty (30) minutes. Contractual Employees will report to related offices or Gym for student pickup five (5) minutes prior to start of pupils' instructional day. All academic instruction or related services should begin no earlier than 8:00 a.m. and no later than 8:30 a.m. for all contractual employees. To ensure safety of student at dismissal time, classroom, contractual employees will have a five (5) minutes PM dismissal duty after the close of the pupils' instructional day. All contractual employees will sign out five (5) minutes after the close of the pupils' instructional day.

3. All contractual employees will respond to any communication within twenty-four (24) hours of receipt of communication. Contractual employees will be notified by office staff via email of any communications that comes through Main Office.

4. All contractual employees must maintain an accurate and up to date website, which includes at a minimum; contact information, assignments, projects, notification of class tests, and student resources. * Contractual employees' websites will be maintained and updated in lieu of their "Blurbs" in the Osprey Newsletter; staff may be requested to contribute to school newsletters.

5. Contractual Employees must maintain an online grade book through the student software base provided by the Highlands district. Attendance must be posted on a daily basis. In the case of

classroom contractual employee absence, attendance will be posted by Attendance Officer in the Main Office. Grade Books will be maintained and updated throughout each marking period. Home work and typical assignments are encouraged to be posted within two school days, but must be posted within four school days. Routine tests and quizzes shall be posted within five (5) school days. Unit assessments and larger assignments must be posted within ten (10) school days. If there are extenuating circumstances, it is the responsibility of the employee to request an extension of time from their building principal. Depending on the situation the principal may extend the required timelines.

6. Contractual employees may be requested to remain after the regular workday, without additional compensation, for the purpose of attending faculty or professional meetings. These meeting will number fifteen (15) per school year, be one (1) hour in length, and shall begin no later than ten (10) minutes after the conclusion of pupil's day. These meeting will be utilized for professional development, with two (2) of the meetings focused on vertical and horizontal articulation. The agendas for these meetings will be developed with input from the building based professional development committee. Contractual employees will earn at least eight (8) professional development hours annually through these meetings.

7. With the exception of Sixth Grade Promotion, any meetings and/or school event which take place after the regular in-school workday and which requires contractual employees' attendance shall not be held on Fridays or on any day immediately preceding any holiday, or any other days upon which a contractual employee is *not* required at school.

8. The notice of agenda for any meeting shall be given to the contractual employees involved at least one (1) day prior to the meeting except in an emergency. Contractual staff shall have the opportunity to suggest items for the agenda.

9. Each contractual employee shall be provided 45-minute preparation periods each full day of school. Said preparation periods shall be prorated for part-time employees and partial school days.

10. Contractual employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school work day shall be voluntary and shall be compensated according to the rate of pay and/or release time in Schedule B.

11. Contractual employee participation in after school tutoring which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated in the amount of \$34.00 per hour.

12. The Board and Association agree that all contractual employees will be assigned A.M. or P.M. duty.

13. Contractual employees may be required to attend two (2) evening parent/contractual employee conferences and two (2) evening activities, including promotion each year. Parent/Contractual employee conferences will be held on Wednesday afternoon (1:30 - 3:00), Thursday afternoon (1:30 - 3:00) and Thursday evening (6:00 - 8:00). Contractual employees will be permitted to dismiss at 1:00 p.m. the Friday of conference week. Back to School Night will result in a 1:00 p.m. dismissal the Friday of that week There will be a 1:00 p.m. dismissal the day of the promotion ceremony.

14. The music contractual employee, in addition, shall be responsible for two evening concerts and evening promotion activity for which he shall receive additional compensation in accordance with Appendix B. The art contractual employee, in addition, shall be responsible for the Spring and Tri-District Art Show for which he shall receive additional compensation in accordance with Appendix B.

15. A contractual employee who loses a preparation period at the direction of the Administration will be paid for a lost preparation period at the class coverage rate.

ARTICLE VIII – Contractual Employee Employment

1. Should a contractual employee with previous teaching experience in the Highlands School District leave the district and immediately begin employment elsewhere in the public school system, enter the military or alternative civilian service required by the Selective Service system, Peace Corps, VISTA or National Contractual employee Training Corps, or spend time in a Fulbright Scholarship, and return to the Highlands School District, the school year next following the completion of any of the above, he shall, upon returning to the system, receive full credit on the salary schedule for such outside experience. Any contractual employee with previous experience in the Highlands School District who leaves but does not engage in other teaching in the public school system or any of the above indicated activities, shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

2. Previously accumulated leave days shall be restored to any contractual staff who left the district and then returns, provided he returns no later than two (2) school years after submitting his resignation.

3. Non-tenured contractual staff shall be notified of their contract and salary status for the ensuing year no later than May 15th.

ARTICLE IX - Salaries

1. Salary increases shall be 3.5% for 2015-2016, 3.0% for 2016-2017 and 3.0% for 2017-2018.

2. The salary of each contractual staff covered by this Agreement is set forth in Appendix "A" which is attached hereto and made a part hereof.

3. Each contractual staff employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

4. When a payday falls on or during a school holiday, vacation or weekend, contractual employees shall receive their paychecks on the last previous working day.

5. Each contractual staff shall receive his final pay and the pay schedule for the following year on the last working day in June.

6. The rate of compensation for tutoring/extra-curricular shall be \$34.00 per hour. Child Study Team summer evaluation shall be completed at an hourly rate of \$34.00 not to exceed \$250.00.

7. Longevity for new recipients:

- \$1,500.00 for full-time contractual employees after fifteen (15) years of experience in the Highlands district.
- \$2,000.00 for full-time contractual employees after twenty (20) years of experience in the Highlands district.
- Any staff employed as of June 30, 2015, will remain eligible for longevity; as of July 1, 2015 no additional staff members will be eligible to receive longevity.
- Staff receiving longevity as of June 30, 2012, will remain at that same level for the term of the agreement.
- Part time employees to be pro-rated.

8. Tuition Reimbursement:

A. Contractual employees staff members who successfully complete graduate courses shall be reimbursed for course credits, up to a maximum of six credits each school year, at the State of New Jersey college course credit rate (Rutgers University).

B. Payment for credits under paragraph A. are to be made the next bill list following compliance with all the criteria set forth below:

(1) Courses for which reimbursement is sought must be approved by the Administration prior to enrollment.

(2) To be approved, courses for which reimbursement is sought must be directly related to the applicant's current job responsibility.

(3) The courses must be successfully completed at an accredited college or university (and credits earned) between July 1 and June 30 of a given school year.

(4) Applications for reimbursement must include verification of successful completion and applicants for reimbursement must be employees of the district at the time of reimbursement.

(5) Individual who are no longer employees of the district as a result of a reduction in force and who would otherwise be entitled to reimbursement, shall be reimbursed.

(6) Contractual employees who plan to complete sufficient academic study to entitle them to a change in salary column placement, shall be required to notify the Superintendent and School Business Administrator in writing, prior to February 1st of the preceding academic year, when such movement should take place. The Superintendent and School Business Administrator shall acknowledge, in writing, receipt of such notification. In the event the anticipated academic advancement has been completed by September 1st, the Board of Education shall approve movement no later than October 1st of the same academic year, retroactive to September 1st.

(7) Employees receiving reimbursement choosing to leave the District within two years after receipt of reimbursements must repay the reimbursement amount back to the District.

9. Employees must be employed for a minimum of five (5) months and one (1) day in a given school year in order to receive increment credit on the salary guide.

10. All employees shall be required to maintain direct deposit.

ARTICLE X – Contractual Employee Assignment

All contractual staff employees shall be notified in writing of their classroom assignments for the coming year as soon as practicable and except in cases of emergency not later than July 15th.

ARTICLE XI - Substitutes

1. In the event of a contractual employee absence, the Administration will make every attempt to obtain outside substitutes. It is agreed that in cases of emergency where substitutes cannot be obtained, assignment of a substitute from within is permissible.

2. Any contractual employee who is assigned to cover for another contractual employee during his prep period shall receive \$25.00 for each such period of substitution in addition to his base salary.

ARTICLE XII - Voluntary Transfers and Reassignments

Contractual employees who desire a change in assignment may submit a written request to the Superintendent. The request will include the grade(s) or position to which the contractual employee desires to be assigned (in order of preference). Requests for reassignment must be submitted by May 15th of the year preceding the year in which the reassignment would be effective, if approved.

ARTICLE XIII - Involuntary Transfers and Reassignments

1. Notice of an involuntary transfer or reassignment shall be given to contractual employees as soon as practicable.

2. When in the administration's opinion an involuntary transfer or reassignment is necessary, a contractual employee's area of competence, major or minor field or study, length of service in the Highlands School District, and length of service will be considered, but shall not be the only determining factors. The right to transfer shall vest solely in the Board.

ARTICLE XIV – Contractual Employee Evaluation

- A. Contractual employees shall be evaluated consistent with applicable state statute and regulation (Current references are P.L.2012, c.26 and N.J.A.C 6A:10)
- B. Pre-conferences
1. An evaluation preconference when required shall be conducted between the district or tri-district supervisor or administrator conducting the observation and the employee being evaluated
 - For all certified staff, this preconference shall include but is not limited to the following issues:
 - Domains to be observed
 - Lesson plan
 - Characteristics of the students/class profile
 2. A pre-conference, when required shall occur within seven work days prior to the observation, not including the day of the observation. Since lesson sequencing and components may vary based on the needs of the students, teaching staff members will not be penalized for adjusting the lessons to meet student's needs.
- C. Observations
1. Each required observation will result in a performance rating which shall be shared with the employee within 10 days and which shall be discussed at the post-observation conference.
 2. All monitoring or observation of work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio, telephones, computers or any computer surveillance is strictly prohibited.
 3. The first evaluation of the year may not begin within the first two weeks of school. Subsequent evaluations that may be required according to state models must not occur until at least two weeks after the post-conference. All contractual employee evaluation must be completed by May 30.
- D. Evaluation Report
1. An employee shall be given a copy of any visit, observation, or evaluation report prepared by his/her evaluator. No such report shall be finalized or submitted to central office, placed in employee's file, electronically finalized until after the post conference has occurred.
 2. No employee shall be required to sign a blank evaluation form. A signature on a completed evaluation indicates that an employee has reviewed a copy of the evaluation, not that the employee is in agreement with the findings.
 3. Employee shall have the right to attach a written statement of the rebuttal/response to all evaluations within 10 days after the evaluation report is received. Such responses shall be attached to and remain with the evaluation.
 4. All evaluation reports, documents, records, and other evaluative materials-whether in a non-electronic or electronic form are considered confidential personnel records and are subject to the confidentiality requirements of P.L. 2012, c.26

E. Post-Observation Conferences

Every post-conference must occur face-to-face between the certified supervisor conducting the evaluation and the employee who was evaluated.

F. Informal Observations/Walkthroughs

Any observation-whether formal or informal-shall be conducted openly and with the knowledge of the employee being observed.

G. Prior Provision of Materials

Employees shall be provided annually with all materials being used in evaluation prior to any observation/evaluation being conducted, whether formal or informal. This includes any rubrics or forms used in walkthroughs or formal evaluations.

H. Observers/ Evaluators

1. The association will be provided a copy of the list of observers/evaluators who have been certified by the chief school administrator as being competent in applying the educator practice instruments and any other evaluation rubrics and the criteria used to assess competence. The list shall be provided annually prior to any administrator conducting an observation or evaluation.

2. No contractual employee member of the SCIP panel, no teaching staff member unless hired as a certificated supervisor or administrator in the district or tri-district, nor any non-certificated staff member shall be permitted to evaluate, feed into the evaluation of, or participate in the evaluation in any way of any other certificated or non-certificated staff member.

I. Notification of Student Roster for SGP calculation purposes.

1. Contractual employees will be given the opportunity to discuss the students that they teach and the amount of time they spend with students teaching the content area.

2. The district must provide the final list of students assigned to each contractual employee for the contractual employee's prior to the list being submitted to the N.J. Department of Education.

ARTICLE XV - Sick Leave

1. All contractual employees employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. Any contractual employee with fifteen (15) or more years of service to the Highlands School District shall, upon retirement, receive \$25.00 for each accumulated day, with a maximum payment of \$15,000.

3. Part time employees or employees who only work a partial school year shall receive a pro-rated allocation of sick leave days.

4. In order to be eligible for payment for unused, accumulated sick leave on July 1, an employee shall submit notification of resignation or retirement on or before February 1 of that same school year. If notification is not submitted by February 1, payment may not be made until the following July. In the event of an emergency, an employee may apply to the Board of Education for an exception to the notification day; however, this discretion shall be solely with the Board and not subject to the grievance procedure.

ARTICLE XVI - Temporary Leaves of Absence

1. Bereavement Leave - A death in the family shall entitle a contractual employee to the following leave days:

A. Immediate Family - Five (5) consecutive school days shall be allowed for absence without loss of pay in the case of a death in the contractual employee's immediate family. Immediate family is defined as father, mother, brother, sister, husband, wife, child, parents of the contractual employee's spouse, or any member of the family residing in the household of the employee.

B. After expiration of five (5) school days leave of absence for death in the immediate family, substitute's pay shall be deducted for an additional period, not to exceed two (2) school days. Leave of absence beyond the seven (7) days shall be without pay.

C. Death Not in the Immediate Family - At the discretion of the Superintendent, three (3) days leave of absence may be allowed in the case of a death not in the contractual employee's immediate family. This category is limited to individuals related by blood or marriage, not residing in the contractual employee's household.

2. Professional Days - The Board shall provide professional days as follows:

A. Contractual employees will be allowed a maximum of three (3) days each school year for the purpose of observing other schools or contractual employees and attending school meetings, conferences or conventions.

B. Requests for professional days shall be in writing and submitted to the Superintendent at least two weeks in advance of the requested date.

C. Unused professional days are not accumulative.

3. Personal Days - The Board shall provide personal days to each contractual employee in accordance with the following:

A. Contractual employees shall be allowed a maximum of three (3) personal days of absence each year. Contractual employees may utilize personal days on an emergency basis for family illness. Personal leave shall be taken only for the purpose of conducting urgent personal business which cannot be accomplished outside of regular working hours. Personal leave cannot be utilized as vacation days and, except for extraordinary circumstances, approved in advance and may only be taken one day at a time.

B. Contractual employees requesting personal days need not provide the reason for the request. However, should a contractual employee utilize all three days in a single school year for religious purposes, and so indicates that purpose in each individual request for the leave, he may, in the discretion of the Superintendent be granted one (1) additional personal day for use in that year.

C. Except in the case of an emergency, no personal day may be taken at any time during the final five days of the school year.

D. Unused personal days shall be credited to the contractual employee's accumulated sick leave.

4. Part-time employees will receive a pro-ration of personal and professional days.

ARTICLE XVII - Extended Leaves of Absence

1. Maternity Leave

A. The Board of Education shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees without pay, on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth N.J.S.A. 18A:30-1, et seq.

B. It is recognized that an employee's maternity leave application involves both a disability and a childcare phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The childcare phase is that period of time selected by the contractual employee, in accordance with (2) below, which follows the disability phase during which time the employee voluntarily suspends her career to care for the newborn child.

1) Disability Phase - Any tenured or non-tenured employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon sixty (60) days notice to the Board the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth except in cases of stillbirth, in which case, the employee may elect to return to work at an earlier date. The Board shall require an employee to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. The physician's certification is subject to agreement by the Board's physician.

2) Childcare Phase - Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child-care purposes, as defined above, a tenured employee shall be granted, at her discretion, a leave for (a) the balance of the school year in which the birth occurred, or (b) the balance of the school year in which the birth occurred and the entire following school year. Employees on maternity leave desiring to switch from option (a) to option (b) shall notify the Superintendent by March 15th of the year in which the maternity leave was taken. Any further extensions of child-care leave shall be discretionary with the Board of Education.

C. The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which leave is obtained.

D. No tenured or non-tenured employee shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return, provided sixty (60) days notice is given except as is provided herein. Nothing contained in this Article shall be construed to preclude the Board from requiring any employee after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties. The physician's certification is subject to agreement by the Board physician.

E. Employees returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

F. Any tenured employee adopting an infant child may receive similar child care phase leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

2. Leave of Absence for Personal Reasons

A. An employee who has served ten (10) years in this District may be granted an unpaid leave of absence of up to one (1) year for personal reasons. Requests for such leave shall be submitted in writing to the Superintendent of Schools. The request shall state the reasons for the leave and must be received by the Superintendent by April 1 of the year preceding the school year for which the leave is sought.

B. The Superintendent shall forward the request, accompanied with his recommendations, to the Board of Education for determination of the matter. The decision is in the sole discretion of the Board and the Board may limit to one (1) the number of such requests granted in a given year.

3. Notification of Termination of Leave - On all leaves, contractual employees must give written notice by April 2nd of the year preceding the school year of the contractual employee's intended return. Except as provided for under the maternity leave provisions, returning contractual employees will reenter the system on the appropriate commencement date for contractual employees in September of the next school year.

ARTICLE XVIII - Insurance Protection

1. Health Insurance

A. Medical/Prescription - Employees shall be enrolled in the School Employee's Health Benefit Plan, N.J. Direct 10 (SEHBP) or its equivalent. In addition to the co-pays required in the current coverage plans, all employees shall make contributions towards health insurance premiums, through payroll deductions, in the amount prescribed by current law in each year of this Agreement. Any employee starting work effective July 1, 2015 shall be enrolled in School Employee's Health Benefit Plan, N.J. Direct 15 (SEHBP) or its equivalent.

B. Dental - The Board shall provide SEHBP Dental Expense #399. Full family coverage shall be provided for all tenured employees.

2. Part time employees who are ineligible for health insurance through the state health benefits program and who were employed by the Board prior to February 13, 1989, shall be entitled to health insurance coverage. Individuals so affected shall be provided, in the name of a carrier designated by the individual, an amount equal to that amount which would be paid into the State Health Benefits program. Full family coverage or employee only coverage shall be provided as appropriate to the individual status. Part-time employees who work less than 20 hours per week, and who are employed subsequent to February 13, 1989, are not entitled to Health Benefits coverage.

3. All full time non-tenured contractual employees shall be eligible for single medical and dental insurance coverage until they reach tenure. All full time non-tenured contractual staff shall have the option, during their non-tenure status, to purchase family coverage upon their payment of the difference single employee medical and dental coverage and family medical and dental coverage.

4. Contractual employees who voluntarily waive medical insurance, as provided under this agreement, shall receive a stipend of \$2,500 per annum from the Board for a waiver of full family coverage, \$2,250 per annum from the Board for a waiver of husband/wife coverage, \$2,000 from the Board for a waiver of parent/child coverage, or \$1,500 per annum from the Board for a waiver of employee only coverage. Waivers must be effective for one (1) full year, but employees have the option to reconsider enrollment each year.

ARTICLE XIX - Deduction from Salary

1. The Board agrees to deduct from the salaries of its contractual employees, dues for the Highlands Education Association, the Monmouth County Education Association, New Jersey Education

Association and the National Education Association as said contractual employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any deductions, shall be transmitted, to such person as may from time to time be designated by the Highlands Education Association, by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. The Board agrees to deduct from the contractual employees' salaries money for local, State and/or National Association services and programs as said contractual employees individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such association or associations. Any contractual employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

ARTICLE XX - Miscellaneous Provisions

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

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

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

4. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by e-mail or certified letter at the following addresses:

a) If by Association, to Board at Navesink Avenue,
Highlands, New Jersey 07732

b) If by Board, to Association, c/o Highlands Elementary School, Navesink Avenue,
Highlands, New Jersey 07732

5. Whenever any notice in accordance with the foregoing provision is required during summer months, such notice will be provided to the President or a single designee of the President, by e-mail or certified letter to the home address of that individual.

ARTICLE XXI – Contractual Employee Facilities

The Board agrees to conduct the necessary investigation and insure that adequate faculty room facilities are maintained.

ARTICLE XXII - Duration of Agreement

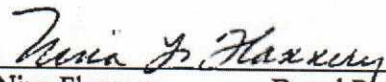
This Agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2018.

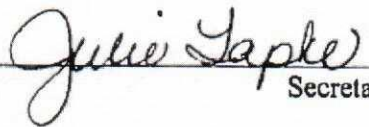
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their Secretaries, and their corporate seals placed thereon on this ^{16th} day of ~~November~~, 2015.

Attest:


Secretary

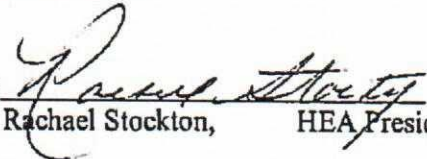
HIGHLANDS BOARD OF EDUCATION

By: 
Nina Flannery, Board-President

Attest:


Secretary

HIGHLANDS EDUCATION
ASSOCIATION

By: 
Rachael Stockton, HEA President

APPENDIX A-1 - SALARY GUIDE 2015-2016

Step	BA	Salary Guide BA+30	MA	MA+30
1	52,210	53,510	54,810	56,110
2	52,710	54,010	55,310	56,610
3	53,210	54,510	55,810	57,110
4	53,710	55,010	56,310	57,610
5	54,210	55,510	56,810	58,110
6	55,910	57,210	58,510	59,810
7	57,710	59,010	60,310	61,610
8-9	59,830	61,130	62,430	63,730
10-11	62,025	63,325	64,625	65,925
12	64,300	65,600	66,900	68,200
13	66,650	67,950	69,250	70,550
14	69,050	70,350	71,650	72,950
15	71,500	72,800	74,100	75,400
16	74,000	75,300	76,600	77,900
17	76,580	77,880	79,180	80,480
18	79,580	80,880	82,180	83,480
19	82,630	83,930	85,230	86,530

NOTE: Experience is to be read as those years already completed.

All employees who believe they are eligible for longevity payment shall notify the School Business Administrator no later than June 30 of the school year prior to the first year of eligibility.

APPENDIX A-2 - SALARY GUIDE 2016-2017

Step	BA	Salary Guide BA+30	MA	MA+30
1	52,295	53,595	54,895	56,195
2	52,795	54,095	55,395	56,695
3	53,295	54,595	55,895	57,195
4	53,795	55,095	56,395	57,695
5	54,295	55,595	56,895	58,195
6	55,995	57,295	58,595	59,895
7	57,795	59,095	60,395	61,695
8	59,895	61,195	62,495	63,795
9-10	62,095	63,395	64,695	65,995
11-12	64,395	65,695	66,995	68,295
13	66,745	68,045	69,345	70,645
14	69,145	70,445	71,745	73,045
15	71,595	72,895	74,195	75,495
16	74,095	75,395	76,695	77,995
17	76,695	77,995	79,295	80,595
18	79,830	81,130	82,430	83,730
19	83,030	84,330	85,630	86,930

NOTE: Experience is to be read as those years already completed.

All employees who believe they are eligible for longevity payment shall notify the School Business Administrator no later than June 30 of the school year prior to the first year of eligibility.

APPENDIX A-3 - SALARY GUIDE -2017-2018

Step	Salary Guide			
	BA	BA+30	MA	MA+30
1	52,295	53,595	54,895	56,195
2	52,795	54,095	55,395	56,695
3	53,295	54,595	55,895	57,195
4	53,795	55,095	56,395	57,695
5	54,295	55,595	56,895	58,195
6	55,995	57,295	58,595	59,895
7	57,795	59,095	60,395	61,695
8	59,895	61,195	62,495	63,795
9	62,095	63,395	64,695	65,995
10-11	64,395	65,695	66,995	68,295
12-13	66,745	68,045	69,345	70,645
14	69,145	70,445	71,745	73,045
15	71,595	72,895	74,195	75,495
16	74,095	75,395	76,695	77,995
17	76,695	77,995	79,295	80,595
18	79,830	81,130	82,430	83,730
19	83,210	84,510	85,810	87,110

NOTE: Experience is to be read as those years already completed.

All employees who believe they are eligible for longevity payment shall notify the School Business Administrator no later than June 30 of the school year prior to the first year of eligibility.

APPENDIX B - CO-CURRICULAR GUIDE

1. The Board agrees to provide insurance coverage for all contractual employees performing co-curricular school activities.

2. The following stipends shall be paid at a rate for the following co-curricular activities/positions for each year of the contract:

ACTIVITY	STIPEND
Safety Patrol	\$1,369.00
Art	\$357.00
Music	\$655.00
Student Council	\$1,369.00
* Sixth Grade Advisor (including 6th grade trip)	\$2,608.00
Chaperone for Overnight Sixth Grade Trip	\$238.00
National Elementary Honor Society Advisor	\$700.00

3. The Board shall provide a job description for all co-curricular school activity positions. The stipends for newly created co-curricular positions shall be negotiated. The Board does not waive its right to make such assignments pending negotiations.

* This position and the stipend amount may be split between two employees.

APPENDIX C-1 – SCHOOL SAFETY PATROL PROGRAM

JOB TITLE: **FACULTY ADVISOR TO SCHOOL SAFETY PATROL PROGRAM**

REPORTS TO: Principal

- DESCRIPTION:**
1. Supervise and coordinate before and after school student Safety Patrol Program.
 2. Schedule and conduct monthly meetings with State Police Advisors.
 3. Advisor will supervise patrol members for ten minutes daily at the end of each school day. (30 hours). In addition, the Advisor will conduct monthly meetings with the State Police Advisor. Meetings will be no longer than thirty minutes in length, (5 hours).
 4. Advisor will meet with and/or perform supervisory duties equivalent to thirty-five hours during the school year.
 5. Only students in Grades five and six shall be eligible for selection to the Safety Patrol.

APPENDIX C-2 – SCHOOL STUDENT COUNCIL

JOB TITLE: FACULTY ADVISOR TO STUDENT COUNCIL

REPORTS TO: Principal

- DESCRIPTION:
1. Supervise and coordinate School Student Council.
 2. Schedule and conduct meetings one half hour before, one hour after and during school hours.
 3. Participate with parent-contractual employee organization in operating school store.
 4. Sponsor all school activities, provided they are held within the pre, during or after school time period.
 5. Council will serve as the "student voice" in the operation of the school.
 6. Advisor will meet with and/or perform supervisory duties equivalent to thirty-five hours during the school year.
 7. Students from Grades three, four, five and six will be considered as members of the Council.

APPENDIX C-3 – SIXTH GRADE ADVISOR

JOB TITLE: SIXTH GRADE ADVISORS

REPORTS TO: Principal

DESCRIPTION: It is preferred (but not required) that this position will be assumed by contractual employees who are currently the sixth grade contractual employees. To supervise and help coordinate Sixth Grade extracurricular events.

Job responsibilities include:

1. Assist in coordinating the Sixth Grade Trip.
2. Preparing educational materials and instructional activities that are relevant to the Sixth Grade Trip experience.
3. Participate in administrative and/or parent meetings that are relevant to the Sixth Grade Trip and/or fundraising.
4. Serve as the primary chaperones for the Sixth Grade Trip;
5. Assist the administrator in organizing a list of chaperones and students' room assignments;
6. Coordinate the Sixth Grade Promotion Exercises;
7. Oversee the James T. White Memorial Competition;
 - Preparing the students for the competition;
 - Sending follow-up letter to the parents/guardians regarding students' participation in the competition
 - Setting up a display that features the students' entries in the competition.
8. Any other Sixth Grade class activity related to the trip and promotion exercises as designated by the Administration.

APPENDIX C-4 – NATIONAL ELEMENTARY HONOR SOCIETY ADVISOR

JOB TITLE: NATIONAL ELEMENTARY HONOR SOCIETY ADVISOR

REPORTS TO: Principal

DESCRIPTION:

- To lead and direct the chapter of the NEHS/Highlands Elementary that will promote and bring the values of scholarship, service, leadership, and responsibility to students in grades 4-6. This program will acknowledge their accomplishments and provide the opportunity for them to make a difference in their schools and communities.
- Valid New Jersey Instructional Certificate or eligibility
- Demonstrated knowledge of the particular activity and related experience
Strong analytical, communication and human relations skills.
- Ability to foster and sustain students' interest in the activity and promote skill development.
- Strong interpersonal and communication skills.
- Required criminal history background check and proof of U.S. citizenship or legal resident alien status.

JOB RESPONSIBILITIES INCLUDE:

1. Develop and supervise age appropriate activities that meet the guidelines of the National Elementary Honor Society.
2. The faculty advisor will serve as the supervisor of the Highlands Chapter, in charge of daily operations, file maintenance, and other duties. (Article V/By laws)
3. The advisor, in conjunction with administration, will oversee the process to appoint a faculty council of at least two faculty members. The council will meet a least once a year to select new NEHS members and review and revise chapter procedures. (Article VI)
4. To lead and direct the obligations of membership, including participation in annual service projects. (Article IIX)
5. To oversee and manage the selection procedures, including a proposed calendar with the induction date. This procedure must be published and available for review. (Article IIX)
6. To plan, coordinate and lead the National Elementary Honor Society Induction Ceremony for Highlands Elementary for grades 4th-6th.
7. Record student attendance; meet with students selected into honor society on a monthly basis.
8. Supervise and assist with the coordination of all NEHS sponsored activities.
9. Evaluate the program annually and make recommendations for improvements as necessary.
10. Advisor will meet with and/or perform supervisory duties equivalent to twenty (20) hours during the school year.