

**AGREEMENT**

Formatted: Font: 16 pt

**BETWEEN**

**BOARD OF EDUCATION OF HO-HO-KUS**

**AND**

**HO-HO-KUS EDUCATION ASSOCIATION**

**For the Period**

**July 1, 2006 – June 30, 2009**

**TABLE OF CONTENTS**

**PREAMBLE 3**

**ARTICLE I RECOGNITION 3**

**ARTICLE II DEFINITIONS 3**

**ARTICLE III GRIEVANCE PROCEDURE 4**

**ARTICLE IV INSURANCE PROVISIONS 6-7**

**ARTICLE V SICK LEAVE 7**

**ARTICLE VI LEAVES OF ABSENCE 7-8-9-10**

**ARTICLE VII TUITION REIMBURSEMENT 10-11**

**ARTICLE VIII EVALUATION PROCEDURES 11-12**

**ARTICLE IX SALARY GUIDE RULES AND REGULATIONS 12-13-14**

**ARTICLE X ASSOCIATION RIGHTS AND PRIVILEGES 14**

**ARTICLE XI TEACHER RIGHTS 15**

**ARTICLE XII FAIR DISMISSAL PROCEDURE 15**

**ARTICLE XIII DEDUCTIONS FROM SALARY 16-17-18**

**ARTICLE XIV BUILDING SERVICE STAFF 18-19-20-21**

**ARTICLE XV WORK YEAR 21**

**ARTICLE XVI MODIFICATION OF AGREEMENT 22**

**ARTICLE XVII PROFESSIONAL EDUCATOR PROGRAM 23**

**ARTICLE XVIII MISCELLANEOUS 22-23-24**

**ARTICLE XIX DURATION OF AGREEMENT 25**

**SALARY GUIDE 2006-2007**

**2007-2008**

**2008-2009**

**SALARY RANGES- BUILDING SERVICE EMPLOYEES 2006-2007**

**2007-2008**

**2008-2009**

**EXTRA CURRICULAR COMPENSATION GUIDE 2006-2007**

**2007-2008**

**2008-2009**

Deleted: ¶ BETWEEN¶  
 ¶ BOARD OF EDUCATION OF HO-HO-KUS¶  
 ¶ AND¶  
 ¶ HO-HO-KUS EDUCATION ... [1]  
 Formatted: Left  
 Deleted: ¶ ... [2]  
 Deleted: . . . . . 4 ... [3]  
 Deleted: . 4  
 Deleted: . 4  
 Deleted: . 5  
 Deleted: . 7  
 Deleted: . . . 8 ... [4]  
 Deleted: . . . 8 ... [5]  
 Deleted: . . . 1 ... [6]  
 Deleted: . . . 2 ... [7]  
 Deleted: . . . 3 ... [8]  
 Deleted: . . . 5 ... [9]  
 Deleted: . . . 6 ... [10]  
 Deleted: . . . 6 ... [11]  
 Deleted: . . . 7 ... [12]  
 Deleted: . . . 9 ... [13]  
 Deleted: . . . 2 ... [14]  
 Deleted: -  
 Deleted: -  
 Deleted: . . . 4 ... [15]  
 Deleted: . . . 6 ... [16]  
 Deleted: -  
 Formatted ... [17]  
 Formatted: Heading 1  
 Formatted: Font color: Auto  
 Deleted: - ¶ ... [18]  
 Formatted: Font color: Auto  
 Deleted: GUIDE...CUSTODI ... [19]  
 Formatted: Font color: Auto  
 Deleted: -  
 Formatted: Font color: Auto  
 Deleted: . . . 2 ... [20]  
 Formatted ... [21]  
 Deleted: -  
 Formatted: Font color: Auto  
 Formatted ... [22]

**PREAMBLE**

THIS AGREEMENT is entered into this 1st day of July 2006, by and between the Board of Education of Ho-Ho-Kus, hereinafter called the “Board,” and the Ho-Ho-Kus Education Association, hereinafter called the “Association.”

Deleted: ¶

¶  
¶  
¶

Formatted: Font color: Auto

**ARTICLE I**

**RECOGNITION**

Pursuant to Chapter 303, Public Laws 1968, and Chapter 123, Public Laws 1974, the Board of Education of Ho-Ho-Kus, New Jersey recognizes the Ho-Ho-Kus Education Association as the exclusive representative for the purposes of collective negotiations concerning the terms and conditions of employment for all certified personnel, nurse and building service staff, excluding the Superintendent, the Principal, the Assistant Principal, the Business Administrator, the Supervisor of Buildings and Grounds, secretarial staff, aides and full and part-time substitutes.

**ARTICLE II**

**DEFINITIONS**

1. A teacher, unless otherwise indicated, shall refer to certified employees.
2. Immediate family as used in this contract shall be considered as father, mother, spouse, child, grandparents, brother, sister, or in-laws.
3. Household: anyone living in the principal residence of the employee on a permanent basis.

**ARTICLE III**

Deleted: ¶  
¶  
¶

**GRIEVANCE PROCEDURE**

**I. Definitions:**

1. A grievance is a claim by an employee(s) based upon the interpretation, application or violation of this agreement, policies or administration decisions affecting an employee or group of employees. To be considered under this procedure, a grievance must be initiated within 30 calendar days of its occurrence.
2. A claim by a non-tenured employee concerning his/her not being re-employed is not subject to this procedure.
3. An aggrieved person is the employee(s) or association claiming a grievance.
4. Immediate supervisor shall mean the person who has the responsibility for immediate, direct administration of the employee.
5. For purposes of grievance procedure, school day shall mean a day in which the central office is open to transact business.

**II. General Provisions:**

1. It is the intent of these provisions to provide for the orderly settlement of differences in a confidential manner at the lowest possible level.
2. An employee shall have the right to present his/her claim in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.
3. An employee, the Superintendent, and the Board shall have the right to be represented at appropriate stages of the procedures by persons of his/her own choice.
4. At each step of the procedure, if differences are not resolved within the prescribed time, the employee has the right to move directly to the next step.
5. All documents dealing with the processing of a grievance shall be kept in a separate grievance file and shall not be kept in the personnel file of any of the participants.

### **III. Procedures:**

1. The aggrieved person shall discuss the grievance informally with the immediate supervisor.
2. If the aggrieved person is not satisfied with the disposition of the grievance, he/she shall, within five (5) school days, present the grievance in writing to the Superintendent.

The submission to the Superintendent shall contain a statement setting forth:

- (a) The nature of the grievance;
  - (b) The nature and extent of the loss, injury or inconvenience, and the remedy requested;
  - (c) With respect to building service staff, the results of previous discussions and the stated dissatisfaction with the decision previously rendered.
3. The Superintendent shall investigate the grievance and give his/her decision in writing within five (5) school days to the aggrieved person.
  4. If the aggrieved person is not satisfied with the disposition of the grievance, he/she shall, within five (5) school days, request a review by the Board. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. Within thirty (30) days the Board, or committee of the Board, shall view the grievance, hold a hearing with the aggrieved if requested, and render its decision in writing.
  5. If the aggrieved person is not satisfied with the disposition of the grievance by the Board, the aggrieved person, within five (5) school days after receipt of the decision or the expiration of the time by which a decision is to be rendered, whichever is sooner, may request in writing that the Association submit the grievance to advisory arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to advisory arbitration by notifying the Superintendent of such fact in writing within ten (10) school days after receipt by the Association of the request to submit the grievance to advisory arbitration. Such application for advisory arbitration shall be made to P.E.R.C.
  6. The arbitrator selected shall confer with representatives of the Board and the Association and begin hearings as soon as can be arranged. The arbitrator shall be restricted to consider only the question or questions submitted to him. The arbitrator shall have authority only to interpret and apply the terms of this Agreement and shall not have any authority to alter in any way the terms and conditions of this Agreement or to add any

provisions thereto. The arbitrator shall issue his/her recommendations within thirty (30) calendar days after he/she has concluded the hearings. The recommendations of the arbitrator shall be advisory only, not binding.

7. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
8. To proceed beyond the Board, a grievance must be concerned only with the interpretation or application of the provisions of this Agreement, provided, however, in no event may a grievance proceed beyond the Board if it arises out of or relates to the interpretation or application of any of the following provisions of this Agreement; ARTICLE XI; or ARTICLE XII.

#### ARTICLE IV

#### INSURANCE PROVISIONS

1. All employees are covered by supplementary liability insurance for personal injury and property damage caused by their personal motor vehicles while fulfilling assignments in connection with employment. This insurance is effective only beyond the limits of employee's personal automobile insurance provisions.
2. The Board shall provide premium costs for the N.J. Health Benefits Fund for all eligible employees and their dependents. The Board reserves the right to change the insurance carrier from N.J. Health Benefits Fund to an alternate carrier provided that coverage is not less than the current plan. Additionally, the option to offer voluntary incentives to all staff, if permissible by policy regulations, may be exercised.
3. The Board shall continue to provide, for eligible employees, employee and full family dental coverage for all eligible dependents under the existing Delta Dental Plan as follows:

Co-Payment:	Preventative and Diagnostic: 100%
	Remaining Basic Services: 70/30
	Prosthodontics Benefits: 50/50

Deleted: New Jersey Dental Service

Deleted: , Inc.,

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

ORTHODONTIC COVERAGE – Co-Payment: 50/50

Orthodontic Benefits are subject to a \$500.00 maximum per case which is separate from the \$1,000.00 maximum mentioned above applicable to Basic and Prosthodontics Benefits.

#### **ARTICLE V**

#### **SICK LEAVE**

1. All full-time employees and part-time employees, excluding Building Service Staff, who work on a five (5) day weekly schedule for the entire year shall be entitled to ten (10) sick days per year. All other employees shall be entitled to sick days on a pro-rated basis. Unused sick leave is cumulative without limit.
2. The Board may require a physician's certificate in case of sick leave claimed.
3. Any employee officially retiring on a non-deferred basis from teaching during the current school year and who will begin receiving pension benefits will be entitled to a lump sum payment for ½ of the unused sick days based on a rate of \$70.00 per day but not to exceed a total of 100 days.

#### **ARTICLE VI**

#### **LEAVES OF ABSENCE**

##### **1. Parental Leave:**

- a. The Board shall grant a tenured employee a parental leave of absence without pay or any other benefits for one (1) full school year beyond the school year in which the tenured employee becomes a parent, providing
  - (1) The leave is requested, in writing, to the Superintendent at least three (3) months in advance of the date the leave of absence is to commence. This time requirement for notification may be reduced at the discretion of the Board; and

(2) The employee becomes a parent after January 1 of such a school year.

- b. In the event a tenured employee becomes a parent prior to January 1 of any school year, the Board shall grant a parental leave of absence to such employee without pay or any other benefits for the balance of the school year in which the tenured employee becomes a parent, providing the leave is requested, in writing, to the Superintendent at least three (3) months in advance of the date the leave of absence is to commence. This time requirement for notification may be reduced at the discretion of the Board.
- c. Reinstatement from parental leave shall be made only at the beginning of the school year, providing the employee applies for reinstatement in writing to the Superintendent prior to March 1 of the calendar year in which the employee is required to return. Failure to apply for reinstatement by such date shall be considered a resignation.
- d. A parental leave of absence may be continued for one school year in addition to the period of time referred to in sub-paragraph (a) and (b) above provided a written request is submitted to the Superintendent prior to March 1 of the calendar year in which the employee would otherwise be required to return to work.
- e. If an employee has received an extended parental leave of absence, as per paragraph (d), such employee shall not be entitled to any other parental leave of absence until after the employee has been reinstated and taught for the Board for a minimum of one (1) full school year, or, if the employee is not a teacher, he/she has completed one (1) year's service, after returning from a parental leave of absence.
- f. Child rearing leave for tenured teachers may be granted by the Board solely for the school year after the birth or adoption of a child.
- g. The complete time that an employee is on parental leave shall not be considered as service for any purpose.
- h. Sick leave allowance to be as per the Commissioner's ruling.

**2. Military Leave:**

The Board shall grant military service leave as required by law.

**3. Death in the Immediate Family or Household:**

The Board shall grant up to a total of five (5) days leave with pay for a death in the employee's immediate family or household, for the purpose of arranging for and

attending funeral services and providing for a reasonable mourning period in proximity therewith.

**4. Serious Injury or Illness in the Immediate Family or Household:**

The Board shall grant up to a total of three (3) days leave with pay annually for a serious injury or illness in an employee's immediate family or household.

**5. Personal Days:**

- a. An employee shall be entitled during each school year to receive a total of three (3) personal days of absence with pay on the condition that the employee notify the Superintendent in writing at least three (3) school days in advance of the date the employee is requesting to be absent and obtains prior consent of the Superintendent for the absence on such date.
- b. In the event of an emergency, shorter notice may be given at the discretion of the Superintendent.

Personal Days are for business which cannot be conducted outside school hours and may include the following reasons which need not be stated:

- (1) Court subpoena.
  - (2) Funeral of a relative or close friend.
  - (3) Recognition of a religious holiday.
  - (4) Marriage of the employee requesting the absence or marriage in the employee's immediate family.
  - (5) Other personal business which cannot be handled outside of school hours.
- c. Approval of a personal day request which is contiguous with a holiday or vacation or if it involves a request for absence from duty at the beginning or termination of the school year shall require both reason and five (5) days notice. Such approval shall be left to the discretion of the Superintendent.

**6. Prolonged Illness:**

A leave of absence without pay may be granted employees who have prolonged illness. Prolonged absence will be reviewed by the Superintendent to determine whether or not it will be possible for the staff member to return to work within a reasonable period. In unusual cases the Superintendent will review the details with the Board and make a recommendation. A leave of absence not exceeding a year may be granted. This leave of absence may be without pay or partially compensated for

the period of time determined by the Board acting upon the recommendation of the Superintendent.

7. **Jury Duty:**

An employee shall be entitled to receive from the employer the person's usual compensation for each day the person is present for jury service, less the amount of per diem fee for each day of jury service.

8. **Absence Request Procedures:**

- a. If a 10-month employee is absent without approval there shall be deducted from the employee's salary for each day of absence an amount equal to 1/200 of the employee's annual salary. If a 12-month employee is absent without approval there shall be deducted from the employee's salary for each day of absence an amount equal to 1/240 of the employee's annual salary.

This shall not preclude the Board taking further disciplinary action. At the Superintendent's discretion, absences which have his/her prior authorization may be deducted at the substitute rate.

- b. Teachers who expect to be absent because of illness must notify the person designated to receive such calls before 7:00 a.m. on the day they will be absent. If the absence due to illness is expected to continue beyond one day, teachers shall notify the designated person of such fact by calling before 2:30 p.m. each day immediately preceding the day the teacher expects to be absent. Non-teaching employees will provide notification in accordance with procedures established by the Board.
- c. Request for an absence from duty which is contiguous with a holiday or vacation or if it involves the beginning or termination of the school year shall require both reason and five (5) days notice. Such approval shall be left to the discretion of the Superintendent, as stated in Article VI, 5.

**ARTICLE VII**

**TUITION REIMBURSEMENT**

- 1. The Board shall reimburse teachers the full cost after satisfactory completion of courses or workshops that are required by the Board.
- 2. The Board shall reimburse teachers up to 100% of tuition based on the total tuition reimbursement funds available each year for courses taken for credit toward a degree or which will benefit the current teaching program, provided all

Deleted: ¶

Deleted: Any

Deleted: employee who is summoned to jury duty may serve with no loss in pay if request for postponement to employee's vacation period (or summer, in the case of teaching staff) is denied. The Board agrees to pay salary during trial, if summer request denied, if staff member pays for substitute beyond ten days.¶

Formatted: Indent: Left: 0.25"

Formatted: Font: Not Bold

courses are prior approved by the Superintendent. Tuition reimbursement maximums available to employees each school year will be as follows:

<u>Year</u>	<u>Per Employee</u>	<u>Total Funds Available</u>
2006-2007	\$2,200	\$20,000
2007-2008	\$2,200	\$20,000
2008-2009	\$2,200	\$20,000

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Font color: Auto

Teachers who are employed less than .5 FTE's will be reimbursed on a pro-rated basis determined by Full Time Equivalent (FTE) and current year of contract.

- All courses must be prior approved by the Superintendent. In order to be eligible for tuition reimbursement, the teacher must have received a grade of "B" or better where the course is other than Pass/Fail. Teachers will be reimbursed for all summer and fall courses on or before February 15, and for all spring courses at the completion of the course work. If the total anticipated tuition reimbursements should exceed the total funds available, members of the Association will work with the Superintendent to equitably distribute reimbursements according to the time schedule above.

Deleted: school Business Administrator

## ARTICLE VIII

### EVALUATION PROCEDURES

Procedures:

- Non-Tenured Teachers:** These staff members will receive at least three (3) classroom/worksite observations plus one (1) summary evaluation each year.
- Tenured Teachers:** These staff members will receive at least one (1) classroom/worksite observation plus one (1) summary evaluation each year.
- The number of observations indicated above represents minimums only. Staff members who are experiencing difficulties may be observed more frequently. Evaluators should provide sufficient additional opportunities to assist staff members who are having difficulty.
- A formal observation shall be of sufficient duration to adequately review a complete lesson, activity, or class period, whichever is most appropriate. Observations may be announced or unannounced.
- In addition to formal observations, appraisals of duties and responsibilities as outlined in the job description will be conducted as a means of providing additional input into the evaluation process.

6. Each formal observation shall be followed by a written observation report and a conference between the staff member and observer. Conferences and observation reports may relate not only to specific observations but may also include an assessment of general goal attainment and total performance responsibilities as outlined in the total job description.
7. The evaluator shall schedule an annual professional improvement planning session in the spring of each year. Realistic and appropriate goals related to improved job performance and professional growth shall be cooperatively developed by the staff member and the evaluator.
8. The annual written summary evaluation shall be prepared by the evaluator who is responsible for the staff member's evaluation. It shall include, but not be limited to, performance areas of strength, performance areas needing improvement based upon the job description, on individual professional improvement plan developed by the supervisor and the teaching staff member, available indicators of pupil progress and growth, and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member.
9. Prior to the filing of the written annual summary evaluation, a conference between the staff member and the evaluator shall be held. This written annual evaluation summary must be signed by both the evaluator and the staff member within five working days of its review. The staff member's signature indicates that he/she has read the document. If the staff member wishes, within ten working days of the conference, a separate commentary representing his/her views may be attached to the evaluator's report. All signed copies of observation and final summary evaluation reports are to become part of the staff member's permanent record.
10. For such specialized positions as school nurse, guidance counselor, information technology person, school psychologist, learning consultant, school social worker, all evaluation reports will be based upon job description responsibilities plus those aspects of the regular classroom teacher criteria which are applicable.

Deleted: speech therapist,

Deleted: primarily narrative in format, and

Deleted:

## ARTICLE IX

### SALARY GUIDE RULES AND REGULATIONS

1. The salary guide has been devised to recognize professional training, experience and satisfactory service in the Ho-Ho-Kus Public School. All teachers are placed in either Class I, II, III, IV, V, VI, VII, or VIII

Class I:

A Bachelor's Degree will be the minimum requirement for all new staff members.

Class II:

Teachers with a Bachelor's Degree plus 15 semester points of graduate work or equivalent credits approved by the Superintendent will be placed in the B.S./B.A. + 15 column of the salary guide.

Class III:

Teachers with a Bachelor's Degree plus 30 semester points of graduate work or equivalent credits approved by the Superintendent will be placed in the B.S./B.A. + 30 column of the salary guide.

Class IV:

Teachers with a Bachelor's Degree plus 45 semester points of graduate work or equivalent credits, or with a Master's Degree, will be placed in the BA+45/MS/MA Degree column of the salary guide, provided that the graduate work or the subject area of the Master's degree have been approved by the Superintendent.

Class V:

Teachers with a Master's Degree plus 15 semester points of graduate work or equivalent credits approved by the Superintendent will be placed on the M.S./M.A. + 15 column of the salary guide.

Class VI:

Teachers with a Master's Degree plus 30 semester points of graduate work or equivalent credits approved by the Superintendent will be placed on the M.S./M.A. + 30 column of the salary guide.

Class VII:

Teachers with a Master's Degree plus 45 semester points of graduate work or equivalent credits approved by the Superintendent will be placed on the M.S./M.A. + 45 column of the salary guide.

Class VIII:

Teachers with a Doctoral Degree will be awarded the amount of \$1,500.00 prorated.

2. Teachers new to the Ho-Ho-Kus District shall be placed on the salary guide based upon their training and experience and upon the recommendation of the Superintendent and approval of the Board of Education.
3. After initial placement, a teacher progresses according to his/her years of experience in Ho-Ho-Kus providing his/her service has been satisfactory or better during the past school years.

4. Increments are not automatic and may be withheld from a teacher if, in the opinion of the Board, his/her work has been below acceptable standards. Increments withheld for this reason shall be deemed to have been lost.
5. All courses and workshops to be taken for salary classification shall be submitted on the proper forms to the Superintendent for approval before the course is taken. The form, if approved, will be returned to the teacher for submission when requesting a classification change.
6. Changes in classification shall take place only on September 1 and February 1 of each school year providing teachers desiring a change in classification shall submit a request in writing to the Superintendent prior to November 1 of the school year preceding the school year in which it is anticipated the change in classification will occur. Final proof for the certification shall be accompanied by the official college transcripts and the prior approval forms signed by the Superintendent.
7. Teachers who have qualified for a change of classification and who have complied with all procedures in this Article IX shall be issued a revised salary during the month of September or February (the month being determined by the date of the anticipated change referred to in paragraph 6 above), provided a request for a revised salary is received by the Superintendent on or before either September 1 or February 1, as the case may be.
8. A maximum of six (6) of the thirty (30) credits required for a change in classification may be earned by successful completion of "Local In-Service Workshops" which have been approved for such purpose by the Superintendent in advance.
9. It shall be the responsibility of the teacher to keep his/her credits up to date in the office of the Business Administrator.
10. One (1) credit is the equivalent of one semester hour from an accredited college or university.

## **ARTICLE X**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

The Board will allow the Association to utilize the school buildings and equipment at reasonable hours when available, provided such utilization shall be consistent with Board Policy on Building use.

**ARTICLE XI**

**TEACHER'S RIGHTS**

**STATUTORY SAVINGS CLAUSE**

Nothing contained herein shall be construed to deny or restrict any employee such rights as he/she may have under New Jersey School Laws or other applicable New Jersey laws and regulations.

**ARTICLE XII**

**FAIR DISMISSAL PROCEDURE**

- | A. By May 15 of each year the Board agrees to give each non-tenured teacher continuously employed since the preceding September, either:
  - 1. A written offer of a contract for employment for the next succeeding year providing for such increases in salary and benefits as may be required by law or this Agreement; or
  - 2. A written statement that such employment shall not be offered.
  
- B. Any teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered may, within 15 days thereafter, request in writing a statement of the reasons for such non employment which shall be given to the teaching staff member in writing within 30 days after the receipt of such request.
  
- C. Non-tenure teachers may also be entitled to an informal confidential hearing with the Board upon written request within 10 calendar days following receipt of the written statement of reasons for non-employment.

## ARTICLE XIII

### DEDUCTIONS FROM SALARY

**1. Credit Union Payroll Deduction:**

Employees will be provided with Credit Union Payroll Deduction provided that no more than two (2) changes in amount of deductions shall be made in any one year.

**2. Representation Fee:**

a. Purpose of Fee:

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

b. Amount of Fee:

Notification: Prior to the beginning of each membership year the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by employees who are non-members will be 85% of the total amount paid by members.

c. Deduction and Transmission of Fee:

1) Notification: No later than October 1 of each year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

2) Payroll Deduction Schedule:

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on

the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a) Ten (10) days after receipt of the aforesaid list by the Board.

3) Termination of Employment:

If an employee who is required to pay a representation fee terminates with notice his/her employment with the Board before the Association has received the prorated amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the prorated fee from the last paycheck paid to said employee during the membership year in question.

4) Deduction Procedure:

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

5) New Employees:

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, upon written request, a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles, and dates of employment for all such employees.

6) Changes:

The Association will notify the Board in writing, of any changes in the list provided in c-1 of this Article and/or the amount of the representation fee and such changes will be reflected in the deductions made in the next immediate payroll after the Board receives said notice, if those normal administrative responsibilities required in connection with the payroll have not already been completed prior to the receipt of the notice.

d. Indemnification and Save Harmless Provision:

- 1) Liability: The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:
  - a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
  - b) If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.
- 2) Exception: It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

**ARTICLE XIV**

**BUILDING SERVICE STAFF**

1. **WORK YEAR:**

The work year of building service employees is twelve (12) months.

2. **HOLIDAYS:**

Building service employees shall have the following regular paid holidays:

Independence Day	1	**New Year's Eve Day	1
Labor Day	1	New Year's Day	1
*Columbus Day	1	*President's Day	1
Thanksgiving Day	2	Good Friday	1
**Christmas Eve Day	1	Memorial Day	1
Christmas Day	1		

\*Provided that this holiday does not fall on a day when Teachers are working or students are in session.

\*\*If Christmas Eve Day and New Year's Eve Day occur on either a Saturday or Sunday the previous Friday shall be considered a holiday.

3. **WORK WEEK AND OVERTIME:**

a) The regular work week for full-time building service employees shall be forty (40) hours.

b) All hours worked over forty (40) hours in any week or eight (8) hours in any single day shall be authorized by the administration and shall be paid at the following rates:

- Weekdays: 1-1/2 x basic hourly rate
- Saturdays: 1-1/2 x basic hourly rate
- Sundays: 2 x basic hourly rate
- Holidays: 2 x basic hourly rate

c) Call Back:

A building service employee called back to work for emergency reasons outside his/her regularly scheduled hours shall be guaranteed three (3) hours work at the appropriate rate of pay for overtime. This call-in provision shall not apply when a building service employee is notified during his/her working hours to report to work outside his/her regularly scheduled hours or when a building service employee is scheduled in advance to work at an assignment outside of his/her regularly scheduled hours, or where a building service employee is called to report early for his/her regularly scheduled hours.

d) Overtime Rotation:

The Supervisor of Buildings and Grounds will prepare a list of employees who wish to work overtime. Overtime shall be offered first to the employee who is qualified and has the least amount of overtime hours to date. The individual shall have the right to refuse to work overtime. In the event no one volunteers, the Supervisor shall have the right to assign overtime. No employee shall work a double shift without a break unless the employee so wishes, except in cases of emergency.

e) A salary differential between day and night crews shall be \$1,200.00. This night differential shall be part of the salary for pension purposes. In the event of a split shift, a differential of \$600.00 will be applicable.

4. **WORK CLOTHES/SHOES:**

a) Five (5) sets of uniforms (pants and shirts) will be provided to each building service employee as per current practice.

b) Each building service employee will be provided with a heavy duty winter jacket, and a medium weight spring jacket or sweatshirt. These items will

Deleted: SAFETY OR WORK SHOES

Formatted: Bullets and Numbering

Formatted: Indent: Left: 0.5"

Formatted: Bullets and Numbering

be replaced on an as needed basis to be determined by the Supervisor of Building & Grounds.

c) Each building service employee will be provided the use of rain gear and rain boots. These items will remain the property of the Board of Education.

Formatted: Bullets and Numbering

d) Each building service employee shall receive a yearly allowance of \$200.00 for the purchase of safety or work shoes, upon presentation of a bill evidencing purchase of such shoes.

Formatted: Bullets and Numbering

Deleted: n annual

Deleted: 150

Deleted: Each building service employee shall be reimbursed for ¶ the purchase of a medium weight jacket or sweatshirt.

5. **VACATIONS:**

a) All building service employees shall submit a vacation proposal a minimum of two weeks prior to requested time. Vacation will be granted on a first come first serve basis contingent on the needs of the district and subject to approval by the supervisor of buildings and grounds. Vacation days are not cumulative, however up to one week of vacation may be carried over to the next year.

Deleted: All building service employees shall submit their vacation requests no later than March 15. A vacation schedule will be prepared and distributed by the Supervisor of Buildings and Grounds by April 1

Deleted: .

b) The following shall be the vacation schedule for building service employees:

Deleted: ¶ Building service employees with seniority shall be given preference regarding the vacation schedule. Those employees having four (4) weeks of vacation will only be permitted to use three (3) of them during July and August. However, the Supervisor of Buildings and Grounds, under unusual circumstances, may grant an employee a four (4) week vacation during July and August. Vacation days are noncumulative.¶

After 6 months, one day for each month's service for months 6, 7, 8, 9, 10, 11, 12.

1 - 4 years	-	2 weeks
5 - 9 years	-	3 weeks
9 + years	-	4 weeks

Formatted: Indent: Left: 0.5"

6. **SICK DAYS**

Formatted: Bullets and Numbering

Deleted: ¶

a) All full time building service employees and part-time building service employees who work on a five (5) day weekly schedule for the entire year shall be entitled to twelve (12) sick days per year. All other building service employees shall be entitled to sick days on a prorated basis. Unused sick leave is cumulative without limit.

Formatted: Indent: First line: 0"

b) Any building staff employee officially retiring will be entitled to compensation for unused sick days of \$45 a day for a maximum of 60 days.

7. ADDITIONAL COMPENSATION

a) A one-time payment of \$250.00 shall be paid to any building service employee holding a black seal boiler license. Cost of obtaining and holding a license shall be paid by the Board.

b) The Board shall reimburse building service employees for the cost of courses pre-approved by the Superintendent, up to a maximum of \$1,000 per employee per year.

c) Compensation for bus driver:

- The district will reimburse the employee for cost incurred for a CDL license as well as maintenance of that license.
- The employee will be compensated \$25 per event for late bus.
- The employee will be compensated at a rate of \$100 per event for extra-curricula or co-curricular.

8. All Articles in this Agreement shall apply to all building service employees with the exception of the following: Articles VII, VIII, IX, XII, XV, and XVII.

ARTICLE XV

WORK YEAR

In addition to the 183 days scheduled in the student calendar, teachers will work an additional four (4) days that will be devoted to "in service." Three (3) of the 183 days may be utilized for inclement weather or other emergencies. If the aforementioned three (3) days have not been used by June, the school calendar for teachers will be shortened by the days not utilized.

MINIMUM SCHOOL DAYS

a) The Wednesday before Thanksgiving and the day before Winter Recess shall be minimum school days.

b) Back to School Night days shall be minimum school days for the 2006-2007 school year. The board has the discretion to amend the calendar in the subsequent two years.

c) Any teacher required to attend both lower and upper grade Back to School Nights shall receive a \$50.00 payment for the second night.

Formatted: Indent: Left: 0.5"

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0.75"

Formatted: Indent: First line: 0"

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0.75"

Formatted: Indent: Left: 0", First line: 0"

Formatted: Bullets and Numbering

Formatted: Bulleted + Level: 2 + Aligned at: 1" + Tab after: 1.25" + Indent at: 1.25"

Deleted: ¶

Deleted: <#>Five (5) sets of uniforms (pants and shirt) will be provided to each building service employee as per current practice. Each building service employee will be provided the use of a heavy duty/winter jacket and rain gear. These clothing items will remain property of the Board.¶ <#>¶

Formatted: Bullets and Numbering

Deleted: <#>The Board shall reimburse building service employees for the cost of courses preapproved by the Superintendent, up to a maximum of \$800 per employee per year. ¶

Deleted: ¶ <#>¶ ¶

<#>Nothing in this Agreement shall be deemed to constitute precedent, past practice or policy as to the rights of any employee, group, or organization, now or in the future, as the agreement relates solely to the 2005-2006 year. ¶

Deleted: for those grades affected

Deleted: .

**ARTICLE XVI**

**MODIFICATION OF AGREEMENT**

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 XVII**

**MENTORING**

Tenured teachers will provide mentor support and increased efficacy for new teachers through a district support team which will fulfill the responsibilities as specified in the State regulations and guidelines. Participation on the support team would be curriculum and grade level appropriate. The Board agrees to provide release time for peer coaching and consultation and both the Board and the Association agree to collaborate and provide support without remuneration.

**ARTICLE XVIII**

**MISCELLANEOUS**

1. **Mergers:**  
The Board agrees to notify the Association of any mergers with other districts for the purpose of providing the Board with input.
2. The Board reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board are the rights to executive management and administrative control of the school system and its properties and facilities and employees; to adopt or modify and to post rules and regulations governing working conditions; to hire, assign, promote, transfer and retain employees covered by this Agreement, or to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to decide upon the methods and means of instruction and the duties, responsibilities and assignment of teachers with respect thereto, including the determination of work load and the number of teaching periods, and with respect to administrative and non-teaching duties, and the terms and conditions of employment generally; to create, abolish, fill or fail to fill any position; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and

**Deleted: PROFESSIONAL EDUCATOR PROGRAM**

**Deleted: ¶**

**Deleted:** A Professional Educator Program will be established to structure collaborative practices among educators within the Ho-Ho-Kus School. The program will include, but is not limited to:¶

**Deleted: Mentoring¶**

**Formatted:** Indent: First line: 0.5"

**Formatted:** Bullets and Numbering

**Deleted:** **Note:** The parties agree that this Article may not comply with pending state regulations, and agree to modify this Article with appropriate language after the regulations are promulgated.¶

¶  
<#>**Professional Development¶**  
<#>A peer review committee consisting of three teachers and administration will review proposals for one-year grants that provide for peer support and professional development. Priorities will be determined by the Superintendent on or before May 1 and proposals will be submitted by teachers by June 1 of the same year.¶

<#>¶  
A brief proposal will be required and must include a statement of purpose or rationale; a description of approach or execution; and a synopsis of how the proposal, if instituted, will facilitate change and contribute to educational practices at the Ho-Ho-Kus School.¶

¶  
Proposal acceptances will be only limited by the funding pool and recommendations will be based on contribution to peers, thematic fit, and clarity. \$5,000.00 will be provided each year of the contract.¶

¶  
The grant will augment an individual's pay by as much as 3% of the individual's present base salary, but shall not exceed \$1,500.00.¶

**Formatted:** Indent: Left: 0.5"

facilities; and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation.

3. Mileage:

An employee who is required by the Board to use his/her own automobile in the performance of his/her duties shall be reimbursed for such travel at the current IRS rate.

4. Liaison with Superintendent:

The President of the Association and a committee of three (3) other representatives, not to exceed four (4) individuals, designated by the President will meet with the Superintendent at least once a semester during the school year to review and discuss building problems and practices and the administration of this Agreement.

Deleted: ¶

Formatted: Bullets and Numbering

5. Summer Work:

Where summer work is paid on an hourly rate, the compensation shall be \$30.00 an hour.

6. Tuition for Employee's Child:

Any employee who enrolls his/her child in the Ho-Ho-Kus Public School shall pay twenty percent (20%) of the Board established tuition. Acceptance of a child will be subject to Board policy.

7. Paychecks:

Paychecks shall be provided to employees on the last working day prior to a vacation and shall be dated no later than the day given.

8. Preparation Time:

a) During the term of this contract all full time teachers shall have a minimum of 300 minutes per week with a minimum of 30 consecutive minutes per day. All preparation time shall be within the defined workday of 6 hours and 24 minutes with a 45-minute lunch.

Deleted: 52

b) One team meeting per week will be scheduled in addition to the 300 minutes per week.

Deleted: (Full time kindergarten teacher workday is 6 hours and 30 minutes with a 60 minute lunch)

Formatted: Indent: Left: 0.5"

c) Blocks of 15 minutes or more will be counted toward the 300 minutes per week.

Formatted: Indent: Left: 0.5"

d) All staff will arrive 15 minutes prior to the start of the day and remain 15 minutes after the end of the day. Start and end times for the coming year will be given to the staff no later than August 1<sup>st</sup>.

e) The athletic coordinator shall have a maximum of two additional periods per week to perform duties related to the position.

Formatted: Bullets and Numbering

**9. Supervisory Duties**

All staff will provide a maximum of 24 hours of supervisory duties per school year.  
The following staff shall be exempt: school nurse, guidance counselor, social worker, school psychologist, and information technology.

**Formatted:** Justified, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Tab after: 0.25" + Indent at: 0.25"

**Formatted:** Justified, Indent: Left: 0.25"

**Formatted:** Font: Not Bold, No underline



**BETWEEN**  
**BOARD OF EDUCATION OF HO-HO-KUS**  
**AND**  
**HO-HO-KUS EDUCATION ASSOCIATION**

**For the Period**  
**July 1, 2005 – June 30, 2006**

**4**

8

Page 2: [5] Deleted	mdeluca	5/17/2006 11:15:00 AM
---------------------	---------	-----------------------

Page 2: [5] Deleted	mdeluca	5/17/2006 11:12:00 AM
---------------------	---------	-----------------------

8

Page 2: [6] Deleted	mdeluca	5/17/2006 11:15:00 AM
---------------------	---------	-----------------------

Page 2: [6] Deleted	mdeluca	5/17/2006 11:15:00 AM
---------------------	---------	-----------------------

1

Page 2: [7] Deleted	mdeluca	5/17/2006 11:15:00 AM
---------------------	---------	-----------------------

Page 2: [7] Deleted	mdeluca	5/17/2006 11:15:00 AM
---------------------	---------	-----------------------

2

Page 2: [8] Deleted	mdeluca	5/17/2006 11:15:00 AM
---------------------	---------	-----------------------

Page 2: [8] Deleted	mdeluca	5/17/2006 11:15:00 AM
---------------------	---------	-----------------------

3

Page 2: [9] Deleted	mdeluca	5/17/2006 11:16:00 AM
---------------------	---------	-----------------------

Page 2: [9] Deleted	mdeluca	5/17/2006 11:16:00 AM
---------------------	---------	-----------------------

5

Page 2: [10] Deleted	mdeluca	5/17/2006 11:16:00 AM
----------------------	---------	-----------------------

Page 2: [10] Deleted	mdeluca	5/17/2006 11:16:00 AM
----------------------	---------	-----------------------

6

Page 2: [11] Deleted	mdeluca	5/17/2006 11:16:00 AM
----------------------	---------	-----------------------

Page 2: [11] Deleted	mdeluca	5/17/2006 11:16:00 AM
----------------------	---------	-----------------------

6

Page 2: [12] Deleted	mdeluca	5/17/2006 11:16:00 AM
----------------------	---------	-----------------------

Page 2: [12] Deleted	mdeluca	5/17/2006 11:17:00 AM
----------------------	---------	-----------------------

7

Page 2: [13] Deleted	mdeluca	5/17/2006 11:17:00 AM
----------------------	---------	-----------------------

Page 2: [13] Deleted	mdeluca	5/17/2006 11:17:00 AM
----------------------	---------	-----------------------

9

Page 2: [14] Deleted	mdeluca	5/17/2006 11:18:00 AM
----------------------	---------	-----------------------

Page 2: [14] Deleted	mdeluca	5/17/2006 11:18:00 AM
----------------------	---------	-----------------------

2

Page 2: [15] Deleted	mdeluca	5/17/2006 11:19:00 AM
----------------------	---------	-----------------------

Page 2: [15] Deleted	mdeluca	5/17/2006 11:19:00 AM
----------------------	---------	-----------------------

**4**

Page 2: [16] Deleted	mdeluca	5/17/2006 11:19:00 AM
----------------------	---------	-----------------------

Page 2: [16] Deleted	mdeluca	5/17/2006 11:19:00 AM
----------------------	---------	-----------------------

**6**

Page 2: [17] Formatted	mdeluca	5/15/2006 2:49:00 PM
------------------------	---------	----------------------

Font color: Auto

Page 2: [17] Formatted	mdeluca	5/15/2006 2:49:00 PM
------------------------	---------	----------------------

Font color: Auto

Page 2: [18] Deleted	mdeluca	5/22/2006 10:22:00 AM
----------------------	---------	-----------------------

Page 2: [19] Deleted	mdeluca	5/15/2006 2:49:00 PM
----------------------	---------	----------------------

**GUIDE**

Page 2: [19] Deleted	mdeluca	5/15/2006 3:46:00 PM
----------------------	---------	----------------------

**CUSTODIANS MAINTENANCE**

Page 2: [19] Deleted	mdeluca	5/22/2006 10:23:00 AM
----------------------	---------	-----------------------

-

Page 2: [20] Deleted	mdeluca	5/15/2006 3:47:00 PM
----------------------	---------	----------------------

Page 2: [20] Deleted	mdeluca	5/15/2006 3:47:00 PM
----------------------	---------	----------------------

**2**

Page 2: [21] Formatted	mdeluca	5/15/2006 3:37:00 PM
------------------------	---------	----------------------

Font color: Auto

Page 2: [21] Formatted	mdeluca	5/15/2006 3:37:00 PM
------------------------	---------	----------------------

Font color: Auto

Page 2: [22] Formatted	mdeluca	5/15/2006 3:37:00 PM
------------------------	---------	----------------------

Font color: Auto

Page 2: [22] Formatted	mdeluca	5/15/2006 3:37:00 PM
------------------------	---------	----------------------

Font color: Auto