

A G R E E M E N T

between

HIGHLANDS BOARD OF EDUCATION

and

HIGHLANDS EDUCATION ASSOCIATION

July 1, 2009 to June 30, 2012

Revised Date: March 22, 2010

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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 teachers.

The following certified personnel are expressly excluded from the within Recognition Clause and are therefore not covered under the instant Collective Negotiations Agreement:

1. Superintendent of Schools
2. Assistant Superintendent
3. Supervisor of Curriculum
4. Principal
5. Assistant Principal

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 teachers' employment. Such negotiations shall begin not later than November 1st of the calendar year preceding the calendar year in which this Agreement expires. Any agreement negotiated shall be subject to ratification by the Board and

* The duties, responsibilities, work hours, workload and pupil contact time for Child Study Team members and the School Nurse shall continue as they have provided to the execution of this Contract notwithstanding any contractual provision respecting instructional teaching positions to the contrary.

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 teacher 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 teacher 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 teachers 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 teacher 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. Any teacher who has a grievance shall discuss it first with the Superintendent in an attempt to resolve the matter informally at that level.

2. If as a result of the discussion the matter is not resolved to the satisfaction of the teacher, he, no later than five (5) school days following the discussion, shall set forth his grievance in writing to the Superintendent specifying:

- a) the nature of the grievance;
- b) the nature and extent of the injury, loss or inconvenience;
- c) the results of previous discussions;
- d) his dissatisfaction with decisions previously rendered.

The Superintendent shall communicate his decision to the teacher in writing within seven (7) school days of receipt of the written grievance.

3. If the grievance is not resolved to the teacher's satisfaction, he, no later than seven (7) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the teacher. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

Arbitration -

1. Should the Association be dissatisfied with the decision on the grievance rendered by the Board, and if it involves the interpretation or application of any provision of this Agreement, it may, by a written dated notice to the Board not later than ten (10) school days following the rendering of the Board's decision, refer the grievance to binding arbitration.

2. Within ten (10) school days following the reference to arbitration, either party shall have the right to apply to the New Jersey Public Employment Relations Commission to appoint the arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by the New Jersey Public Employment Relations Commission.

3. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearings, or if oral hearings have been waived, then from the date of transmittal of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's conclusion on the issues submitted and shall be binding. The arbitrator shall limit his decisions strictly to the application and interpretation of the provisions of this Agreement and shall be without authority to make any decisions:

- a) contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or applicable law or rules or regulations having the force and effect of law.

b) limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

4. The arbitrator's fee shall be shared equally by the parties to the dispute.

5. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject however, to the decision of the arbitrator.

ARTICLE IV - Teacher 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 teacher 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 teacher 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 teacher 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 teacher 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 teacher pending charges shall be with pay.

3. Any question or criticism by a supervisor, administrator, or Board member of a teacher and his instructional methodology shall not be made in the presence of students and parents.

4. No teacher 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 teacher 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 teachers, and to no other organizations.

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6. Representative Fee

A. Purpose of Fee

Any teacher in the bargaining unit who does not join the Association within thirty days after initial employment or any teacher 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.

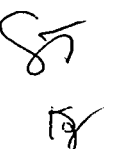
2. Prior to the beginning of each membership year, the Association will certify to the Board in writing the amount of the deduction. The Association may revise its certification at any time to reflect changes as a result of changes in membership dues, fees and assessments or as a result of changes imposed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

7. 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 teacher.

ARTICLE VI - Teacher Work Year

1. The in-school work year for teachers 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 teacher attendance is required.

3. Teacher 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 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 Christmas, the day before Easter and the last day of school.

ARTICLE VII - Teaching Hours and Teaching Load

1. The total in-school workday shall consist of no more than six (6) hours and forty-five (45) minutes which shall include a duty-free lunch period as guaranteed to teachers.

2. However, teachers assigned to A.M. or P.M. duty in lieu of the recess portion of lunch duty shall be required to work six (6) hours and fifty (50) minutes per day with the additional five (5) minutes devoted to A.M. or P.M. duty. These teachers shall be required to report to duty ten (10) minutes before the opening of the pupils' school day or stay ten (10) minutes later than the students' day. All other teachers shall be required to sign-in and report to their classroom five (5) minutes prior to the start of the pupils' school day. Instruction shall begin for all classes no later than five (5) minutes after the students' day begins. Teachers shall assure that passing time for students for lunch and/or specialty classes will be no more than four (4) minutes each way. Teachers shall be permitted to leave five (5) minutes after the close of the pupil's school day. These modifications are made to increase student/teacher instructional time during the school day. (By way of example, if the student day begins at 8:25 A.M. and ends at 3:00 P.M., teachers

and/ or other A.M. duty teachers shall be on duty no later than 8:15 A.M. All teachers shall be at their assigned location no later than 8:20 A.M. The student instructional day shall begin no later than 8:30 A.M. Students are dismissed at 3:00 P.M. and all teachers can leave at 3:05 P.M. Teachers and/or other teachers shall be on duty from 3:00 – 3:10 P.M.). On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day. Scheduled early dismissal days shall be limited to the day before Thanksgiving, the day before Christmas, the day before Easter and the last day of school.

3. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

4. Teachers may be requested to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings two (2) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than 45 minutes. Except in cases of emergency involving the health and safety of students and teachers, if additional time is needed, students shall be dismissed early.

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

6. The notice of agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meeting except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

7. Each teacher 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 weeks.

8. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated according to the rate of pay and/or release time in Appendix B.

9. Teacher 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 \$32.00 per hour.

10. The Board agrees that all teachers not assigned A.M./P.M. duty shall be utilized in providing supervision during the recess portion of lunch periods, such assignments to be made on a rotation basis.

11. Teachers may be required to attend two (2) evening parent/teacher conferences and two (2) evening activities, including the promotion ceremony, each year. Teachers shall be given two (2) weeks advance notice. These evening conferences or activities are not to exceed two (2) hours. In any case, said conference or activity shall not exceed 9:00 p.m. If teachers are finished in less than two (2) hours, they may leave. If such evening is a parent/teacher conference, or promotion ceremony, there shall be a 1:00 p.m. dismissal on that day for teachers.

12. The music teacher, 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 teacher, 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.

13. A teacher 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 - Teacher Employment

1. Should a teacher with previous teaching experience in the Highlands School District leave the district and immediately begin teaching elsewhere in the public school system, enter the military or alternative civilian service required by the Selective Service system, Peace Corps, VISTA or National Teacher 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 teacher with previous teaching 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 teacher who left the district and then returns, provided he returns no later than two (2) school years after submitting his resignation.

3. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th.

ARTICLE IX - Salaries

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

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

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

4. Each teacher shall receive his final pay and the pay schedule for the following year on the last working day in June.

5. The rate of compensation for tutoring shall be \$32.00 per hour.

6. Tuition Reimbursement

A. Teaching 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 pay period 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 (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) Teachers 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 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.

ARTICLE X - Teacher Assignment

All teachers 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 teacher's 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 teacher who is assigned to cover for another teacher 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

Teachers who desire a change in assignment may submit a written request to the Superintendent. The request will include the grade(s) to which the teacher 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 teachers as soon as practicable.

2. When in the administration's opinion an involuntary transfer or reassignment is necessary, a teacher'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 - Teacher Evaluation

1. The Administration shall conduct evaluations in accordance with statutory procedures.
2. A teacher shall be notified that an evaluation has been made, shall be entitled to a copy of all evaluations and conference reports, and shall have the right to review his personnel file upon request.
3. Any evaluation shall be followed by a post-evaluation conference before a subsequent evaluation occurs. All evaluation reports shall be in writing.
4. Should a letter of complaint concerning any teacher be submitted to the Board of Education or administration, it shall be brought to the attention of said teacher within a reasonable time after receipt.
5. The letter of complaint shall not be placed in the teacher's file or used against him in a disciplinary proceeding unless it has been brought to the teacher's attention. Should an oral complaint be made concerning any teacher, the administrator may, if it considers the complaint sufficiently serious, reduce it to writing. Once the complaint has been reduced to writing, it shall be handled as though it were a complaint submitted in writing.
6. In the event that any material of a derogatory nature is to be placed in a teacher's personnel file, the teacher involved shall be notified prior to the insertion of said material and be given the opportunity to review such material. The teacher's written response or comments, if any, relative to the derogatory material shall be made part of the file.
7. In the event that any information of a derogatory nature is placed in a teacher's file, and providing that no additional derogatory information is added in the following three years, said derogatory information will be removed and destroyed.

ARTICLE XV - Sick Leave

1. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year 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 teacher with fifteen (15) or more years of service to the Highlands School District shall, upon retirement, receive \$25.00 for each accumulated day.

3. Any teacher who is not returning to the District in September and who has completed the full year of school, shall be entitled to \$15.00 a day for any unused sick day.

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

5. 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 teacher 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 teacher's immediate family. Immediate family is

defined as father, mother, brother, sister, husband, wife, child, parents of the teacher'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 teacher's immediate family. This category is limited to individuals related by blood or marriage, not residing in the teacher's household.

2. Professional Days

The Board shall provide professional days as follows:

A. Teachers will be allowed a maximum of three (3) days each school year for the purpose of observing other schools or teachers 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 teacher in accordance with the following:

A. Teachers shall be allowed a maximum of three (3) personal days of absence each year. 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. Teachers requesting personal days need not provide the reason for the request. However, should a teacher utilize all three days in 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 teacher'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 teacher, 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.

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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 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, teachers must give written notice by April 2nd of the year preceding the school year of the teacher's intended return. Except as provided for under the

maternity leave provisions, returning teachers will reenter the system on the appropriate commencement date for teachers in September of the next school year.

ARTICLE XVIII - Insurance Protection

1. Employees shall be enrolled in the School Employee's Health Benefit Plan, N.J. Direct 10 (SEHBP) or its equivalent. Employees will contribute towards their health insurance premiums in the following amounts:

2009-2010	\$100.00 per year
2010-2011	\$250.00 per year
2011-2012	\$250.00 per year

The Board may change its health insurance carrier provided the new coverage is equal to or greater in benefits from the School Employee's Health Benefit Plan. The Board will adopt a 125 Plan to allow employees to pay their expenses with pre-tax dollars.

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

4. Teachers 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.

5. The Board shall provide SEHBP Dental Expense Plan #399 at single only coverage. Employees may receive dependant coverage by paying the difference between single coverage and the level of dependant coverage chosen.

ARTICLE XIX - Deduction from Salary

1. The Board agrees to deduct from the salaries of its teachers, dues for the Highlands Education Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association as said teachers 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 teachers' salaries money for local, State and/or National Association services and programs as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such association or associations. Any teacher 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 teachers 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 teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

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 telegram or registered 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 telegram or registered letter to the home address of that individual.

ARTICLE XXI - Teacher Facilities

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

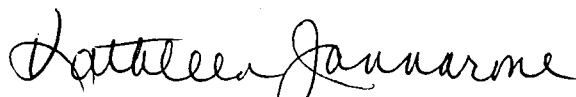
ARTICLE XXII - Duration of Agreement

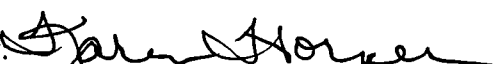
This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012.

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 day of , 2010.

Attest:

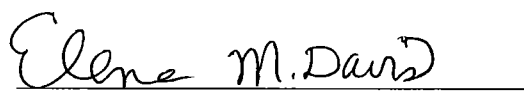
HIGHLANDS BOARD OF EDUCATION

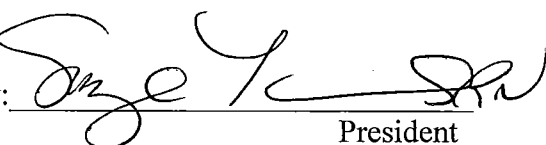

Kathleen Jannarone, Secretary

By: 
Karen Horner, President

Attest:

HIGHLANDS EDUCATION ASSOCIATION


Elene M. Davis Secretary

By: 
Suzanne President

APPENDIX A-1 - SALARY GUIDE 2009-2010

<u>Step</u>	<u>B.A.</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+30</u>
1	46,560	47,860	49,160	50,460
2	47,060	48,360	49,660	50,960
3	47,560	48,860	50,160	51,460
4	47,560	48,860	50,160	51,460
5	48,875	50,175	51,475	52,775
6	48,875	50,175	51,475	52,775
7	50,530	51,830	53,130	54,430
8	52,255	53,555	54,855	56,155
9	54,060	55,360	56,660	57,960
10	56,160	57,460	58,760	60,060
11	58,320	59,620	60,920	62,220
12	60,540	61,840	63,140	64,440
13	62,810	64,110	65,410	66,710
14	65,130	66,430	67,730	69,030
15	67,500	68,800	70,100	71,400
16	69,920	71,220	72,520	73,820
17	72,390	73,690	74,990	76,290
18	74,910	76,210	77,510	78,810
19	77,480	78,780	80,080	81,380

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

An additional \$10,219.00 will be allocated to and distributed equally amongst those members who have achieved 15 years of experience in the District. Part-time employees to be pro-rated.

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 2010-2011

Step	B.A.	B.A.+30	M.A.	M.A.+30
1	47,760	49,060	50,360	51,660
2	48,260	49,560	50,860	52,160
3	48,760	50,060	51,360	52,660
4	50,075	51,375	52,675	53,975
5	50,075	51,375	52,675	53,975
6	51,725	53,025	54,325	55,625
7	51,725	53,025	54,325	55,625
8	53,445	54,745	56,045	57,345
9	55,245	56,545	57,845	59,145
10	57,360	58,660	59,960	61,260
11	59,530	60,830	62,130	63,430
12	61,755	63,055	64,355	65,655
13	64,030	65,330	66,630	67,930
14	66,355	67,655	68,955	70,255
15	68,730	70,030	71,330	72,630
16	71,155	72,455	73,755	75,055
17	73,630	74,930	76,230	77,530
18	76,155	77,455	78,755	80,055
19	78,730	80,030	81,330	82,630

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

An additional \$10,219.00 will be allocated to and distributed equally amongst those members who have achieved 15 years of experience in the District. Part-time employees to be pro-rated.

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 -2011-2012

Step	B.A.	B.A.+30	M.A.	M.A.+30
1	50,650	51,950	53,250	54,500
2	51,150	52,450	53,750	55,050
3	51,650	52,950	54,250	55,550
4	52,150	53,450	54,750	56,050
5	52,150	53,450	54,750	56,050
6	52,650	53,950	55,250	56,550
7	52,650	53,950	55,250	56,550
8	54,350	55,650	56,950	58,250
9	56,150	57,450	58,750	60,050
10	58,270	59,570	60,870	62,170
11	60,465	61,765	63,065	64,365
12	62,725	64,025	65,325	66,625
13	65,040	66,340	67,640	68,940
14	67,405	68,705	70,005	71,305
15	69,820	71,120	72,420	73,720
16	72,285	73,585	74,885	76,185
17	74,800	76,100	77,400	78,700
18	77,365	78,665	79,965	81,265
19	79,980	81,280	82,580	83,880

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

An additional \$10,219.00 will be allocated to and distributed equally amongst those members who have achieved 15 years of experience in the District. Part-time employees to be pro-rated.

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 teachers performing co-curricular school activities.

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

	<u>2008-2009</u> (Base)	<u>2009-2010</u> (4.5%)	<u>2010-2011</u> (4.3%)	<u>2011-2012</u> (4.0%)
Safety Patrol	1208	1262	1317	1369
Art	315	329	343	357
Music	578	604	630	655
Student Council	1208	1262	1317	1369
* Sixth Grade _ Advisor (including 6th grade trip)	1150	1202	1253	1304
Chaperone for Overnight Sixth Grade Trip	210	219	229	238
* Peer Mediator	1150	1202	1253	1304

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 shall be split between two employees.

APPENDIX C-1 – SCHOOL SAFETY PATROL PROGRAM

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

REPORTS TO: Superintendent

- 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 perform A.M./P.M. playground duty for upper grades in lieu of lunch/recess duty. This will provide Advisor with direct opportunity for supervision of patrol members.
 4. 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).
 5. Advisor will meet with and/or perform supervisory duties equivalent to thirty-five hours during the school year.
 6. 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: Superintendent

- 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-teacher 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: Superintendent

DESCRIPTION: This position will be assumed by teachers who are currently the sixth grade teachers. Job responsibilities include:

1. Planning and coordinating the Sixth Grade Washington, D.C. Trip/Yearbook fundraiser under the direction of the Superintendent;
2. Preparing educational materials and instructional activities that are relevant to the Washington, D.C. Trip experience.
3. Continuing or participating in administrative and/or parent meetings that are relevant to the Sixth Grade Washington, D.C. Trip and/or fundraising.
4. Serve as the primary chaperones for the Sixth Grade Washington, D.C. Trip;
5. Formulating 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 Washington, D.C. Trip, Yearbook fundraiser and/or promotion exercises as designated by the Administration.
9. Coordinate the development of the Yearbook.