

NEGOTIATED CONTRACT

Between the

HOLLAND TOWNSHIP BOARD OF EDUCATION

and the

HOLLAND TOWNSHIP EDUCATION ASSOCIATION

July 1, 2010 through June 30, 2013

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PREAMBLE

This Agreement, entered into this 30th day of November, 2011 by and between the Board of Education of Holland Township, Township of Holland, County of Hunterdon, State of New Jersey, hereinafter called the "Board," and the Holland Township Education Association, hereinafter called the "Association."

Within this Agreement, the term "days" shall mean calendar days, unless clearly contraindicated.

ARTICLE ONE

RECOGNITION

1:1 The Board and Association agree that the welfare of the children of the Holland Township School District is paramount in the operation of the school and will be promoted by both parties.

1:2 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all teachers and support staff personnel under contract, including the classroom aides, clerks, secretaries and custodians.

1:3 The following positions are excluded from the bargaining unit:

- Superintendent of Schools
- Superintendent's Administrative Assistant
- Principal(s)
- Vice Principal (if any)
- School Business Administrator/ Board Secretary
- Board Administrative Assistant
- Operations/Payroll Assistant
- Educational Facilities Manager
- Maintenance Technician
- Supervisor of Special Services
- Supervisor of Curriculum and Instruction
- Head Bus Driver/Mechanic
- Bus Drivers

1:4 Unless otherwise indicated, the term "employee," when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above, and reference to male employees shall include female employees.

- 1:4.1 Unless otherwise indicated, the term "teacher," when used in this Agreement shall refer to all employees who are required to hold appropriate certificates issued by the State Board of Examiners.
- 1:4.2 Unless otherwise indicated, the term "support staff," when used in this Agreement shall refer to all employees who are not required to hold appropriate certificates issued by the State Board of Examiners.
- 1:5 Unless otherwise noted, all articles apply to all employees recognized in this Agreement.

ARTICLE TWO

NEGOTIATION PROCEDURE

- 2:1 The parties agree to enter into collective negotiations for a successor agreement in accordance with NJAC 19:12-2.1 in a good-faith effort to reach agreement concerning the terms and conditions of employees' employment. Such negotiations shall begin not later than December 3rd of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated and ratified shall apply to all employees as defined in ARTICLE ONE, RECOGNITION, be reduced to writing, and be signed by authorized representatives of the Board and the Association.
- 2:2 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- 2:3.1 Representatives of the Board and the Association's negotiating committee shall meet at the mutual consent of both parties for the purpose of considering any amendments to this Agreement. These meetings are not intended to bypass the grievance procedure.
- 2:3.2 Should a mutually acceptable amendment to this Agreement be negotiated and ratified by the parties, it shall be reduced to writing and signed by authorized representatives of the Board and the Association.
- 2:4 The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE ONE of this Agreement with any organization other than the Association for the duration of this Agreement.
- 2:5 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 THREE

GRIEVANCE PROCEDURE

3:1 Definition

A grievance is a claim by an employee, a group of employees or the Association based upon an alleged violation, misinterpretation or misapplication of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of any employee, a group of employees, or all employees.

3:2 Purpose

Any individual employee or the Association shall have the right to file a grievance through administrative channels. With respect to personal grievances, an employee shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting an appeal. An employee shall have the right to present his own appeal or designate representatives of the Association or another person of his own choosing currently employed by the Board to appear with him or for him at steps one and two. At steps three and four, he may appear with anyone of his own choosing providing a representative of the Association is present.

3:3 Procedure

3:3.1 Any grievant or his representative(s) shall, within twenty(20) school days after the occurrence discuss the grievance, a) for a support staff employee - first with his Supervisor and then the Business Administrator, or b) for a teacher - first with the Superintendent or Principal, in an attempt to resolve the matter informally at that level, and have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. It is understood that if a grievance occurs at the termination of the school year, the period allowed shall not exceed fourteen (14) calendar days.

3:3.2 If, as a result of the discussion held at step one (1), the matter is not resolved to the satisfaction of the grievant, within five (5) school days he shall set forth his complaint in writing to the Superintendent stating the nature of the grievance. Articles and sections of the Agreement or policies allegedly violated shall also be stated in writing along with the possible remedy. Administrative decisions shall be handled in the same manner when in dispute.

3:3.3 Within two (2) days of the receipt of the letter a meeting, at a mutually agreed upon time, will be held between the grievant and/or his official representative(s) and the Superintendent or his/her designee in an attempt to settle the grievance.

3:3.4 The Superintendent shall communicate his decision with reasons in writing within three (3) business days after the completion of the meeting. When a

grievance occurs at the end of the school year, the periods allowed shall not exceed three (3) business days.

- 3:3.5 If the grievance is not resolved to the grievant's satisfaction, he may request, within fifteen (15) business days, 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. The Board, or a committee thereof, shall review the grievance; hold a hearing with the grievant and/or his representative, if requested, within fifteen (15) business days and the Board shall render a decision with reasons in writing within fifteen (15) school days of the review or hearing or next Board meeting. If this falls at the termination of the school year, the period allowed shall not exceed fifteen (15) business days.
- 3:3.6 Any grievance not resolved to the satisfaction of the grievant or grievants in the third step of the grievance procedure may be submitted to arbitration by the Association within fifteen (15) calendar days after receipt of the third step answer or the date the answer was due. The parties will be bound by the rules and procedures of the New Jersey Public Employment Relations Commission (PERC). The only grievances which may be arbitrated are those based upon an allegation that there has been a violation of the term of this Agreement as it relates to 3:1, with the exception of issues relating to Board policy, which shall be excluded from binding arbitration.
- 3:3.7 The arbitrator shall hold hearings promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings, or from the date of receipt of final statements or proofs. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions only on the issues submitted.
- 3:3.8 The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall be limited to the issues submitted to him and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties. His decision shall be final and binding on both parties. No grievant or member of the Association shall have the right to refuse a directive from the Superintendent or Administration until the grievance has been properly determined.
- 3:3.9 All costs for the services of the arbitrator shall be borne equally by the Board and the Association except the cost of a transcript of the hearing shall be borne by the party requesting the transcript.

3:4 Miscellaneous

- 3:4.1 Those meetings and hearings pertaining to the grievance procedure shall be conducted in closed session and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.
- 3:4.2 The above time limits on any step may only be extended or reduced by mutual agreement in writing.
- 3:4.3 Within the grievance procedure nowhere shall it be interpreted that the Board or Administration has relinquished legal prerogatives.
- 3:4.4 Every effort will be made to hold the arbitration hearings in the school building at a time set by the arbitrator, preferably after school hours.

ARTICLE FOUR

EMPLOYEES' RIGHTS and RESPONSIBILITIES

- 4:1 No employee shall be prevented from wearing official pins or other identification of membership in the Association or its affiliates.
- 4:2 An employee shall have the right, for the purpose of school duties, to use the school facilities and equipment, computers, typewriters, calculating machines, small copy machine and all types of audiovisual and tele-communications equipment between 7:30 a.m. and 5:00 p.m. on school days or other days when school is open.
- 4:3 No grade or evaluation shall be changed prior to consultation with teacher, child study team, and school administration.
- 4:3.1 If a grade is changed, the Administration or Board shall provide to the teacher(s) involved written notification of such change.
- 4:4 If the Administration decides to move a student from one class section to another, the teacher(s) involved shall receive prior notification.
- 4:5 Whenever a parent/guardian or student has a complaint against an employee, the employee shall be informed immediately and then have an opportunity to discuss the problem with the parent/guardian and/or student and administration before any action is decided upon.
- 4:6 No employee shall be disciplined, discharged, reprimanded, reduced in rank or compensation, or deprived of any professional advantages granted in this Agreement without just cause, provided that there shall be excluded from

binding arbitration of disciplinary disputes those involving employees with statutory protection under the tenure laws or alternate statutory appeal procedures. Within two (2) school days prior to any scheduled meetings concerning any of these matters, the employee will be given written notice of the reasons for such a meeting or interview and shall be entitled to have representative(s) of the Association present to advise him and represent him during such meetings or interview.

ARTICLE FIVE

ASSOCIATION RIGHTS and PRIVILEGES

5:1 Release Time for Meetings

No employee shall suffer any loss in pay for participating in jointly scheduled negotiations or grievance proceedings during working hours. Nor shall he suffer loss of pay for attending conferences and meetings that have been approved by the administration.

5:2 Use of School Buildings

The Association and its representatives shall have the right to use the school building at reasonable times for meetings with prior administrative approval. Any additional custodial costs resulting from these meetings outside the custodians' schedules shall be borne by the Association.

5:3 Use of School Equipment

The Association shall have the right to use the following school equipment: typewriters, computers, calculating machines and all types of audiovisual and telecommunications equipment at reasonable times when such equipment is not otherwise in use. For other than routine matters, prior administrative approval is needed. The Association shall pay for the actual cost of all materials and supplies incident to such use and for any repairs necessitated as a result of abuse. The right is limited to local Association business.

5:4 Bulletin Boards

The Association shall have the use of a bulletin board in each faculty lounge.

5:5 Mail Facilities and Mail Boxes

The Association shall have the right to use the intra-school mail facilities and school mail boxes as it deems necessary.

5:6 Association Meetings

The Association shall have the right to meet the second (2nd) Wednesday of every month and have the use of school facilities for such meetings unless there is an emergency involving students. These meetings will not begin earlier than 3:35 p.m. Other meetings requiring the attendance of Association members will

not be scheduled for this time. If the second (2nd) Wednesday is a holiday, a mutually agreed upon date will be utilized as an Association meeting.

5:7 Public Information

The Board agrees to make public information available to the Association within a reasonable time.

ARTICLE SIX

BOARD RIGHTS

6:1 The Board retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

6:1.1 To direct employees of the school district.

6:1.2 To hire, promote, transfer, assign and retain employees in positions in the school district; and, for just cause, to suspend, demote, discharge or take other disciplinary actions against employees.

6:1.3 To relieve employees from duty because of lack of work.

6:1.4 To maintain the efficient operation of the school district entrusted to them.

6:1.5 To determine the methods, means and personnel by which such operations are to be conducted.

6:1.6 To take whatever actions may be necessary to carry out the objectives of the school district in situations of emergency.

6:2 No lockout of employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, no Association member will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slow-downs or picketing which would involve suspensions of or interference with the normal work of the Board. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members engaged to cease and desist.

6:3 It is understood by all parties to the Agreement that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE SEVEN

EMPLOYEE HOURS and WORK LOADS

- 7:1.1 Employees may be required to sign in and sign out upon arrival and departure from the school building, if so determined by the Superintendent.
- 7:1.2 Employees may leave the grounds during their lunch period without requesting permission or preparation period with the approval of any supervisor. However, they must indicate their departure and return by initialing the "sign-in/sign-out" roster.
- 7:1.3 Aides may be required to submit a weekly time sheet as determined by the Superintendent.
- 7:2.1 The total in-school workday for all employees will be as follows:
- A. Teachers - Seven (7) hour and fifteen (15) minutes. Teachers must be in their rooms when the first student arrives. At the conclusion of the day, teachers will remain in their rooms until all students under their supervision have been called for bus loading and then shall remain in the school until the completion of the seven (7) hours and fifteen (15) minute day. On the school day preceding holidays or recesses, the teachers' day shall end when the last bus leaves. In case of emergency, teachers will remain in their rooms until the last student leaves.
 - B. Aides - Seven (7) hours, unless the students' day is shortened. In the event of an emergency closing under circumstances beyond human control and school has been in session for at least four (4) hours, aides will be paid for a seven (7) hour day.
 - C. Clerks - Seven (7) hours, or their normal day, unless the students' day is shortened. In the event of an emergency closing under circumstances beyond human control and school has been in session for at least four (4) hours, clerks will be paid for a seven (7) hour day.
 - D. Custodians:
 - 1. School Calendar: Eight and one-half (8.5) hours, including a 30-minute unpaid lunch period.
 - 2. Summer Hours:
 - a. Four (4) Day Work Week: Ten (10) hours per day, including a 30 minute unpaid lunch period. (Additional hours worked over 40, refer to 7:2.6 A,1) Sick leave, personal leave days, vacation days, and any other leave days granted by the Superintendent will count as one and one quarter (1 ¼) days.

E. Secretaries:

1. School Calendar: Eight (8) hours per day, including a 30-minute unpaid lunch period.
2. Summer Hours:
 - a. Five (5) Day Work Week: Seven (7) hours per day including a 30 minute unpaid lunch period (additional hours worked between 32.5 and 37.5 hours per week will be compensated by compensatory time.)
 - b. Four (4) Day Work Week: Eight (8) hours per day, including a 30 minute unpaid lunch period (additional hours worked between 30 and 37.5 hours per week will be compensated by compensatory time.) Sick leave, personal leave days, vacation days, and any other leave days granted by the Superintendent will count as one and one quarter (1 ¼) days.

F. Educational Technology Coordinator/Computer Teacher:

1. Summer Hours:
 - a. Five (5) Day Work Week: (Same language as the Teacher Hours and Work Loads, see 7:2.1 A)
 - b. Four (4) Day Work Week: Eight hours per day. (additional hours worked between 30 and 37.5 hours per week will be compensated by compensatory time.) Sick leave, personal leave days, vacation days, and any other leave days granted by the Superintendent will count as one and one quarter (1 ¼) days.

7:2.2 Effective 7/1/2008, increase instructional time for teachers and aides by 8 minutes per day. Effective 7/1/2009, increase instructional time for teachers and aides by an additional 8 minutes per day.

7:2.3 Teachers/aides are expected to be available as needed for meetings with students, parents, and/or their administrators either before of after the above times in Paragraph 7:2.1. Meetings with students and parents will be arranged by mutual consent.

7:2.4 Teachers may be required to extend the in-school work day from seven (7) hours and fifteen (15) minutes to eight (8) hours and fifteen (15) minutes without additional compensation for the purpose of attending faculty or other professional meetings, up to a maximum of twenty (20) days per school year. Such meetings may be extended beyond this time by mutual consent. A faculty or professional meeting is defined as a meeting approved by the Administration

and called by the Board, Administration, or Administration's designee(s) to discuss topics of concern to the school district. If additional meetings are required, in excess of the twenty (20) days aforementioned, students shall arrive later or be dismissed earlier.

7:2.5 Teachers will be available for at least two (2) evening parent-teacher conferences per year and one (1) back-to-school-night evening session. On parent-teacher conference days, teachers and students will be dismissed after four and one-half (4.5) hours.

7:2.6 Overtime Pay

A. Custodians:

1. For work performed over forty (40) hours per week the employee shall receive one and one-half (1.5) times his rate of pay. For all work performed on Sundays the employee shall receive two (2) times his rate of pay.
2. For holiday work on the holidays listed in Article Eight (8) the employee shall receive two (2) times his rate of pay for the number of hours worked in addition to his other holiday pay.
3. An employee called in to work outside his regularly scheduled shift shall be guaranteed a minimum of two (2) hours pay, at the applicable rate set forth in paragraphs 1 and 2 above.

B. Secretaries:

For work performed over thirty-seven and one-half (37.5) hours per week, the employee shall receive one and one-half (1.5) times his rate of pay.

7:2.7 Every employee shall have a duty-free lunch period.

7:2.8 The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and should be discouraged.

7:2.9 Each teacher/aide shall have at least one preparation period per day whenever, in the opinion of the Administration, schedules permit. Preparation periods shall be one class period in length.

7:2.10 When a teacher/aide fills in for an absent colleague during either the teacher's/aide's scheduled preparation period or lunch period, the teacher/aide shall be compensated at a rate equal to one-fifth (1/5) of the per diem substitute teacher/aide rate, for each such period.

7:2.10a When students are dispersed among other teachers in the event a substitute cannot be found, the impacted teachers will be paid the substitute's salary divided by the number of affected teachers.

7:2.11 Overnight Class Trips

- A. The number of teachers that are to be paid for overnight stays is as follows:
 - 1. Grade Level - Homeroom teacher for the grade level attending; maximum number of 4 per grade level.
 - 2. One registered nurse.
- B. Rate of pay is stated in Schedule A.
- C. Additional teachers needed at the event will be required to work the normal work hours per this contract. These teachers will be paid travel allowance from the Holland School to the place of the event per contract for the round trip mileage each day such travel is performed.
- D. The number of parents who participate (volunteer) to go on an overnight trip will be determined by the administration with the advice of the grade level teachers.
- E. Every effort will be made to have at least one administrator present overnight.

ARTICLE EIGHT

WORK YEAR

8:1 The work year for the following employees will be:

- A. Teachers/Aides/Clerks
The in-school work year shall not exceed 185 days, unless mandated by state statutes, rules and regulations, or unless an emergency beyond the control of the Board exists in the school district.
- B. Custodians
Twelve months, starting July 1.
- C. Secretaries
School calendar plus summer.

- D. Educational Technology Coordinator/Computer Teacher
School calendar plus summer.

8:2 Vacation

Custodians and Secretaries - twelve (12) month employees:

6 months	5 days
1 - 5 years	10 days
6 - 11 years	15 days
12 - 17 years	20 days
18 + years	25 days

8:3 Holidays

Custodians - Twelve (12) month employees:

New Year's Day
Friday of Presidents' Weekend
Good Friday
Easter Monday (provided school is not in session)
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (when it falls on a workday and school is not in session)
Christmas Day
First working day after Christmas
First working day before New Year's Day

- 8:4 Prior to March 1st of each year, a committee designated by the Association shall make recommendations to the Superintendent concerning the school calendar. This recommendation shall be made prior to its adoption by the Board of Education.

ARTICLE NINE

MISCELLANEOUS / NON-TEACHING DUTIES

- 9:1 The Board agrees that employees are covered under its non-owned automobile-additional insured endorsement AUD 502-subject to the applicable limits of liability, exclusions, conditions and other terms of the policy and to the following additional provisions; (1) The "person insured" provision as amended to include as insured an employee of the Board, but only while acting in the performance of and within the scope of his duties as such. (2) The "non-owned automobile" as amended to include an automobile owned by any person who is an additional insured provided that at the time of the occurrence, (a) such automobile is being

used in the business of the Board, and (b) such use is either by such owner or by any other person whose actual operation or (if he is not operating) whose other actual operation thereof is with such owner's permission.

9:2 Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor so that appropriate insurance will be in effect.

9:3 Teachers shall not be required to perform the following duties on a regularly scheduled basis:

9:3.1 Duplicating instructional and other materials.

9:3.2 Correcting nationally normed tests or state content standards tests.

9:3.3 Filing any records or materials in a pupil's permanent record.

ARTICLE TEN

MISCELLANEOUS SALARY CONSIDERATIONS

10:1 Credit for military experience shall be in accordance with statute.

10:2 Degrees Recognized - Certificated Personnel
Degrees must be acceptable for certification by the Commissioner of Education.

10:2.1 Official transcripts and course descriptions must be presented for evaluation before shift to another column.

10:2.2 Movement on salary guide for credits/degree earned will be made upon receipt of the necessary credentials by the office of the SBA on or before the last working day of September for September 1 adjustments, or on or before the last working day of February for February 1 adjustments.

10:3 Semi-Monthly Pay
Employees shall be paid semi-monthly, effective July 1, 2002.

10:4 Bedside Instruction
The pupil's classroom or homeroom teacher shall receive first consideration for bedside or home instruction and be reimbursed at the rate in Schedule A.

10:5 County Educators Federal Credit Union
Employees who desire to have any deductions made from their compensation for payment to the Credit Union shall indicate in writing, along with the proper

forms, to the Credit Union. Any such written authorization may be withdrawn upon filing notice of such withdrawal with the Board Secretary/Business Administrator. Changes in status shall be made on or before June 1 and/or January 1.

- 10:6 Employees who reside in Pennsylvania may choose to have their earned income tax deducted from their salary and paid to the appropriate municipality. Affected employees will supply the Board Office with the necessary forms and information.
- 10:7 Each support staff employee shall be placed on his proper step on the salary schedule as of July 1. Any support staff employee employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- 10:8 Each new teacher's initial placement on the guide shall be negotiable.
- 10:9 The Board shall reimburse employees the cost to renew the Black Seal License.
- 10:10 Time sheets must be submitted within 30 days of the end of the event for which payment is sought, or no payment will be made. This applies only to events paid on a per hour basis and to overnight chaperones.

ARTICLE ELEVEN

VOLUNTARY REASSIGNMENTS

- 11:1 Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent not later than March 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned in order of preference.
- 11:2 Secretaries who desire a change in assignment may file a written statement of such desire with the Superintendent not later than March 1.

ARTICLE TWELVE

INVOLUNTARY REASSIGNMENTS

- 12:1 An involuntary transfer or reassignment shall be made only after a meeting between the teacher/secretary involved and the Principal, at which time the teacher/secretary shall be notified of the reason thereof. Following that meeting, the teacher/secretary may request, and will be granted, a meeting with the Superintendent.

The impact of the transfer shall be discussed with individuals involved, and steps shall be taken to insure the best working conditions for all teachers/secretaries affected in these transfers and assignments. Notice of an involuntary transfer or reassignment shall be given to teachers/secretaries sixty (60) days prior to when the reassignment will take effect. Any teacher required to move to a different room will be compensated at the rate of \$15 an hour, not to exceed 21 hours.

ARTICLE THIRTEEN

EMPLOYEE EVALUATION

- 13:1 All observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
- 13:2 The employee shall be given a copy of any class visit or evaluation report within five (5) working days and at least three (3) days before any conference. Reports shall be signed by the evaluator and employee. The employee shall receive a copy of such reports.
- 13:3 Non-tenure teachers shall be evaluated at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference. Formal observations with written observation reports shall occur at intervals of no less than five (5) school days; however, nothing shall preclude more frequent observations on a less formal basis.
- 13:4 Tenured teachers shall be evaluated at least one (1) time in each school year, to be followed by a written evaluation report and by a conference.
- 13:5.0 An employee shall have the right, upon request, to review the contents of his personnel file.
- 13:5.1 Any complaints regarding an employee made to any member of the administration by any parent, student or other person, which are used in any manner in evaluating an employee, shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint.
- 13:6 Mentor teachers shall not formally evaluate or observe the first year teacher. Notes, discussions, mentor's input or other documentation may not be used in the formal evaluation process. Mentor teachers must be tenured.

ARTICLE FOURTEEN

SICK LEAVE

14:1 Definition

Sick leave shall be defined to mean the absence from the post of duty of any employee because of personal disability due to illness or injury, or because the employee has been excluded from school by the school district's medical authorities due to contagious disease, or of being quarantined for such disease in the immediate household.

14:2.0 All aides, clerks, and full-time teachers shall be credited with ten (10) accumulative sick leave days at the beginning of each year. Employees beginning full-time employment after the school year has begun will be credited with allowable sick leave at the rate of one (1) day for each month, or part thereof, remaining in the school year at the time their full-time employment begins.

14:2.1 All 12-month employees covered under this contract who are steadily employed by the Board shall be allowed twelve (12) full days of sick leave with full pay. All days of such minimum sick leave not utilized in that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

14:3 Allowable sick leave shall be defined to mean sick leave with full pay.

14:4 Part-time employees shall receive sick leave prorated upon the relationship of part-time to full-time employment.

14:5 Unused allowable sick leave shall be accrued at the rate of no more than ten (10) days per year for ten (10) month employees and twelve (12) for twelve (12) month employees.

14:6 If employment is terminated in any given year, then the allowable sick leave for that year shall be based on one day for each month of employment for the contractual year up to ten (10) days for ten (10) month employees and twelve (12) days for twelve (12) month employees.

14:7 Leave in Excess of Accumulated Sick Leave

Sick leave by ten (10) month employees in excess of the annual and accumulated leave shall result in the deduction of 1/200th of the annual salary for each such day. For twelve (12) month employees the deduction will be 1/240th of the annual salary for each such day.

14:8 By individual consideration of unusual cases, the Board may grant sick leave with partial salary over and above the annual and accumulated allowable sick leave in accordance with NJSA 18A:30-6.

14:9 Physician's Certificate

The Superintendent may require a physician's certificate as verification for any period of sick leave.

14:10 Physical Examination

The Superintendent may require a physical examination by the medical inspector or an approved physician, at the expense of the Board, prior to the return to service of any employee who has been on sick leave.

14:11 Severance Benefit Program

The Board agrees to implement a severance benefit program for all eligible employees which shall commence on July 1, 1998.

14:11.1 Severance Benefits - Teachers

Teachers, after service to the District for not less than twenty (20) years, shall be entitled to the Severance Benefit.

- A. Upon leaving the District, the teacher shall receive their current daily rate of pay ($1/200^{\text{th}}$ for ten-month employees and $1/240^{\text{th}}$ for twelve-month employees) on the following pro-rated basis: one (1) day for every three (3) days of accumulated sick leave to a maximum of \$25,000.
- B. Payments shall be evenly distributed to the teacher over three years.
- C. In the event the eligible teacher does not receive the full appropriate severance benefit because of premature death, the calculated severance benefit will be paid to the estate of the deceased teacher. This applies only to a teacher who has already notified the Board of Education of their intention to resign.

14:11.2 Severance Benefits - Secretaries, Aides, Clerks, and Custodians

Secretaries, aides, clerks, and custodians after service to the District for not less than fifteen (15) years, shall be entitled to the severance benefit.

- A. Upon leaving the District, the employee shall receive their current daily rate of pay ($1/200^{\text{th}}$ for ten-month employees and $1/240^{\text{th}}$ for twelve-month employees) on the following prorated basis: one (1) day for every three (3) days of accumulated sick leave to a maximum of \$25,000.
- B. Payments shall be evenly distributed to the employee over three years.
- C. In the event the eligible employee does not receive the full appropriate severance benefit because of premature death, the calculated severance benefit will be paid to the estate of the deceased employee. This applies

only to an employee who has already notified the Board of Education of their intention to resign.

14:12 At the end of the school year, unused Personal Business Days may be accumulated as sick leave or compensated at the substitute rate.

14:13 Quarantine

An employee is expected to remove himself from contagion. Should an employee be absent because of quarantine by the Board of Health, no deduction in pay or sick leave shall be made.

14:14 Sick Leave Accumulated in Another District

No "carry over" sick leave from another district will be recognized.

14:15 Notification of Sick Leave

Employees shall be given a clear, written account of accumulated sick leave days, as of the prior June 30, no later than October 31 of each school year.

ARTICLE FIFTEEN

TEMPORARY LEAVES of ABSENCE

15:1 Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

15:1.1 Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section.

15:1.2 A personal leave day shall not be granted for the day preceding or the day following holidays, and on workshop days, except in cases of emergencies as determined by the Superintendent.

15:2 Up to one (1) day for the purpose of visiting other schools, providing such visitation is approved by the administration.

15:3 Five (5) days absence with pay will be allowed for death in the immediate family. This allowance cannot be accumulated from year to year. Immediate family means: spouse, child, parent, father-in-law, mother-in-law, sibling, grandparent, grandchild, or other member of the immediate household. Bereavement leave with pay for persons not listed above may be approved by the Superintendent. Professional judgment shall moderate the application of this article.

- 15:4 Time off without loss of pay for one (1) representative of the Association for one (1) day per year to attend meetings of State and County affiliated educational organizations.
- 15:5 Other leaves of absence with pay may be granted by the Administration for good reasons, with Association knowledge.
- 15:6 Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.
- 15:7 An employee who is called for jury duty or is required by law to attend court sessions as a properly subpoenaed witness or on behalf of federal, state, county or municipal agencies, except in actions against the Board initiated by the Association or members of the Association, shall be allowed such absences without loss of pay. Any reimbursement from the courts, excluding expenses for the above duty, will be paid to the Board Secretary/Business Administrator.

ARTICLE SIXTEEN

EXTENDED LEAVES of ABSENCE

16:1 International and Federal Programs

A leave of absence without pay of up to two (2) years may be granted by the Board to any employee who joins the Peace Corps, Vista, National Teachers Corps or serves as exchange employee or overseas employee and is a full-time participant in any of the above programs or has accepted a Fulbright scholarship.

16:2 Military Leave

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

16:3 Maternity/Child Care Leave

All employees seeking maternity/child care leave shall notify the Superintendent as soon as pregnancy is determined. Within one (1) month, the employee shall specify, in writing, the date on which he/she intends to commence leave, and the date on which he/she intends to return after the birth, with the maximum leave being eighteen (18) months. Non-tenured employees with less than two (2) years service will be granted a maternity/child care leave up to the end of their contract year. The Board may require any employee to produce certification from the physician to support the requested leave dates. The Board may remove any pregnant employee from her duties if her physical condition or capacity is such that her health would be impaired were she to continue working. Such physical incapacity shall be deemed to exist only if the pregnant employee fails

to produce a certification from her physician that she is medically able to continue working. In cases of interrupted pregnancy or stillbirth, the maternity leave of absence may be terminated by the Board at the employee's request, provided the employee's physician certified that she is in good health and capable of performing her required duties. Where an interrupted pregnancy occurs in the case of an employee who has not taken a leave of absence because she is unaware of her pregnancy, the employee will ask for a leave of absence and return when her physician certifies that she is in good health and is capable of performing her required duties.

16:3.1 Adoption

Any employee adopting a preschool age child shall receive similar leave which shall commence upon his/her receiving de facto custody of said child or earlier if necessary to fulfill the requirements of the adoption.

16:3.2 Substituting

No employee on maternity/child care leave shall, on the basis of said leave, be denied the opportunity to substitute in the area of his or her certification or competence, providing (in the case of a female) the attending physician certifies she is capable of performing her required duties.

16:3.3 Return from Maternity/Child Care Leave

Employees returning from maternity/child care leave will do so at the beginning of the year or at the beginning of the 3rd Quarter. It is understood that these time limits may extend the leave to coincide with the natural break. If he or she so desires, he/she shall be given the assignment and position he/she held prior to the maternity/child care leave with the approval of the Superintendent.

16:4 Other Leaves

Other leaves of absence without pay may be granted by the Board for good reason.

16:5 Return from Leave

16:5.1 Salary - Upon return from military leave and leaves associated with international and federal programs, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent; provided, however, that time spent on such leave shall not count toward fulfillment of time requirements for tenure.

16:5.2 Upon return from maternity (but not child care) leave, employees employed as of June 30, 1981 who have at least two (2) years of service with the Holland Township School District shall be placed on the salary schedule at the level she would have achieved if she had not been absent. All other employees shall be placed on the salary schedule with no movement on the guide for time absent.

16:6 Benefits

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave of absence and credits toward sabbatical eligibility, shall be restored to him upon his return.

16:7 Extensions and Renewals

All applications for extended leaves or extensions or renewals of leaves shall be in writing. If granted, such approval shall be in writing.

ARTICLE SEVENTEEN

SABBATICAL LEAVES

17:1 A sabbatical leave may be granted to a teacher by the Board for study and/or travel within his related area, subject to the following conditions:

17:1.1 A sabbatical leave may be granted to one (1) teacher at any one (1) time between September 1 and June 30.

17:1.2 Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent no later than February 1, and action must be taken no later than the regular March meeting of the school year preceding the school year for which the sabbatical leave is requested.

17:1.3 The teacher has completed at least seven (7) full school years of service in the Holland Township School District. Seniority in the district and the earliest date of application shall be considered when granting a sabbatical leave.

17:2 The teacher on sabbatical leave (either for one-half of a school year or for a full school year) shall be paid by the Board at fifty percent (50%) of the salary rate which he would have received if he had remained on active duty.

17:3 Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level at which he would have achieved had he remained actively employed in the system during the period of absence, and if he so desires, be given the assignment and position he held prior to the sabbatical leave with the approval of the Superintendent.

17:4 The professional employee applying for sabbatical leave of absence for the purpose of travel shall comply with the following regulations:

- 17:4.1 Upon application for sabbatical leave of absence for the purpose of travel, the teacher shall submit an itinerary of the proposed trip covered by the period for which the leave is requested.
- 17:4.2 Each month during the leave of absence, the teacher shall submit to the Board through the office of the Superintendent, a letter showing the progress of his travel up to that period of time, or any change in itinerary.
- 17:4.3 Visit and observe an average of one (1) school a month during the sabbatical leave. Observe in a minimum of two (2) different classrooms in each school. Observe for a minimum of one (1) hour in each room.
- 17:4.4 At the conclusion of the leave of absence, a written report shall be submitted to the Board through the office of the Superintendent, giving in detail a description of the travel and experience during the leave of absence.
- 17:5 A teacher receiving a sabbatical leave must return to Holland Township School to teach for the three (3) years following the completion of the leave. If this obligation is not fulfilled, the Board must be reimbursed by the recipient (e.g., if a teacher should return from sabbatical leave, teach in Holland Township School for one (1) year, and then leave the system, he must repay the Board two-thirds (2/3) of the salary he received during the sabbatical leave).
- 17:6 Failure to comply with the intent of the sabbatical request conferred under the above conditions will be cause for reimbursement to the Board of all salary paid.

ARTICLE EIGHTEEN

PROFESSIONAL GROWTH and DEVELOPMENT

- 18:1.1 Credits will be paid for by the Board at the attainment of a grade of C or higher, or pass in a pass/fail situation, from an accredited institution of each Administration-approved course related to the employee's current or future job responsibilities at a rate of ninety percent (90%) for New Jersey State Colleges or State institutions of higher learning of the teacher's residence and seventy-five (75%) for all other colleges.
- 18:1.2 The maximum payment by the Board for all graduate and undergraduate courses taken by members of the bargaining unit shall be \$55,000 annually.
- 18:1.3 Anticipated reimbursement course(s) forms listing the number of credits, cost of credits and the name of the institution of higher learning must be received in the office of the SBA by June 1st of the school year prior to the school year in which the course/courses are to be taken. In addition, the SBA will reserve funding for nine (9) credits at 90% of the NJ State College graduate rate, to allow newly hired

staff the opportunity to take up to one graduate course per person (to a maximum of three people) on a first come – first served basis.

- 18:1.4 Based on the total amount established in 18:1.3, each person who has submitted a completed anticipated course(s) form(s) (incomplete forms will be returned) will be notified in writing by the SBA, by June 15 of the school year prior to the school year in which the course/courses are to be taken, of the dollar amount and the percent he will receive upon satisfactory completion of the course(s) related to the employee's current or future job responsibilities. The SBA will send a copy of this information to the Association by June 15. Any grievance will be presented within seven (7) calendar days of the receipt of the letter.
- 18:1.5 If the maximum payment (cap) has not been met by the total amount established in 18:1.3, completed course approval forms submitted by employees who did not hand in an anticipated reimbursement course(s) form(s) by the June 1 deadline will be considered for reimbursement from the remaining money on a first come, first serve basis, up to the maximum payment set forth in this Agreement. Those who submitted completed course forms by June 1 will not receive less than the amount they were told they would receive. If two (2) or more completed course approval forms are received on the same day, the remaining money will be divided equally and the individuals will be informed, in writing by the SBA, of the dollar amount and percent of reimbursement, within seven (7) calendar days.
- 18:1.6 If the maximum payment (cap) has been met by the total amount established in 18:1.3, course approval forms submitted by employees who did not hand in an anticipated reimbursement course(s) form(s) by the June 1 deadline will not receive any reimbursement. Within five (5) working days of receiving the course approval form, the SBA will notify in writing employees who will not receive reimbursement for courses. On or before June 15, the Association President will be notified in writing that the cap has been met and will be given a list of staff members who submitted completed anticipated reimbursement course(s) form(s), percentages and dollar amounts of reimbursement, number of credits, cost of credits and the name of the institution of higher learning for each staff member.
- 18:1.7 In the event a person (during a year in which the cap is met by the total amount established in 18:1.3 and reimbursement is prorated) fails to qualify for actual payment for any reason (such as not taking the course, cancellation of the course, withdrawal from the course, or unsatisfactory grade), or if fewer than the nine (9) credits reserved for newly hired staff are used, the funds that person(s) would have received will be equitably distributed to eligible employees up to the contracted amounts of 90% or 75%.
- 18:1.8 All forms for reimbursement must be submitted by June 15 of the school year in which the course(s) was taken, or reimbursement will be denied. The required forms are: approval form, receipt from college, transcript showing grade and

District voucher for expected reimbursement. If the grade in the course is not available by June 15, all other documentation must be submitted by that date, and payment will be made after the grade is received; however, if such course is not satisfactorily completed by the end of the semester, no payment will be made and the money will not be redistributed.

- 18:2 Approval of the Administration must be in writing and in advance of registration.

If course approval is denied, a written explanation for the denial shall be given to the employee within three (3) workdays. Appeal of such decision shall be subject to the grievance procedure, culminating at the Board of Education level.

- 18:3 A limit of fifteen (15) credits per year, but no more than six (6) credits per semester, will be paid for between July 1 and June 30.

- 18:4 The Board will pay for one (1) textbook used in an approved course, if the book is not available in the professional library. At the completion of the course, all books will be added to the school's professional library.

- 18:5 To encourage attendance at professional meetings, the Board may grant an expense allowance of up to thirty dollars (\$30.00) per day for an employee attending meetings approved by the Administration in advance. Any meetings exceeding three (3) days in length require Board approval.

- 18:6 The Board shall pay the full cost, including reasonable expenses for lodging, meals and transportation per amount in Schedule A for any workshops, seminars, conferences, in-service training, or other such sessions which an employee is required and/or requested by the administration to attend. Calculation of mileage for the above activities is to be computed as follows: (1) Determine your normal mileage to and from school; (2) Subtract that amount from the total mileage accrued in getting to and from the workshop; (3) The difference is the mileage figure times the approved mileage reimbursement in Schedule A.

This paragraph does not apply to any continuing education specified in a teacher's PIP unless payment under this paragraph is specifically approved in advance and in writing by the Superintendent.

- 18:7 Expenses for the annual NJEA Convention shall be reimbursed by the Board at the rate of twenty dollars (\$20.00) per day, not to exceed three (3) days, per person, not to exceed \$1,400 per school year. A certificate of such attendance, signed by the secretary of the Association, shall be submitted to the Board Secretary/Business Administrator within two (2) school weeks following the convention.

- 18:8 The board will provide a minimum of fifteen (15) hours of in-service professional development experiences each year which will help a teacher attain the required one-hundred (100) hours of continuing education in five (5) years. These in-service professional development experiences shall be conducted during the school work year and workday.
- 18:9 The district shall provide each teacher with an accounting of accumulated hours toward the required one-hundred (100) hours of continuing education by the opening day of school each year. The accounting shall be based on documentation provided by the teacher and shall include all hours accumulated by the preceding June 30.
- 18:10 With the advance written approval of the Superintendent, any teacher who provides in-service training will be compensated (at the hourly rate for tutoring specified in Schedule A) for the following:
- A. Two (2) hours of preparation time for each hour of training time with a maximum payment for six (6) hours of preparation time for each new in-service presentation.
 - B. Each hour of training provided outside the work day.

If in-service preparation time is scheduled by the Superintendent during the staff member's contractual working day, the staff member shall be provided release time at the rate of two (2) hours of preparation for every one (1) hour of in-service training with a maximum of six (6) hours release time for each new in-service presentation.

ARTICLE NINETEEN

INSURANCE PROTECTION

- 19:1 Effective January 1, 2012, all employees will be enrolled in health care insurance in a Horizon Blue Cross Direct Access Program (Design 7, Education 10). Also, effective January 1, 2012, all employees will be enrolled in VSP (Signature Plan) \$10/25 Co-pay (Vision) and Long Term Disability.

The prescription drug plan co-pay shall be \$25/brand name, \$10 generic, and 1x co-pay for mail orders.

Dental Plan: Single coverage paid for by the Board, with an optional family coverage one-hundred percent (100%) paid for by the covered employee.

The employees will contribute to the medical, vision, dental and prescription insurance premiums pursuant to P.L. 2011, c. 78. The contributions will continue until a different formula is negotiated between the parties. Employees will have the option of having any

payroll contributions done on a pre-tax basis through a Section 125 Premium Only Program and a Flexible Spending Account.

19:2 Waiver of Coverage

19:2.1 On an annual basis, any employee who provides proof of alternate coverage may elect to waive coverage in the Board's entire health insurance program, or in any of the separate plans (medical, dental and/or prescription), and shall be compensated under the District's IRS Code Section 125 Plan.

19:2.2 Compensation shall be at a dollar value of 30% of the cost to the Board of the coverage waived by the employee capped at the amount of \$5000.00 as designated in P.L. 2011, c. 78. Two equal payments will be made to the employee, on December 30 and on June 30, of each school year. If the employee opts to return to the health benefits coverage during the school year, the opt-out payment will be prorated accordingly.

19:2.3 An employee who qualifies for dependent coverage may waive such coverage and will be compensated at the appropriate dependent coverage rate, otherwise compensation will be at the single rate.

ARTICLE TWENTY

REPRESENTATION FEE in LIEU of DUES
for NON-MEMBER EMPLOYEES

20:1 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, such employee shall be required to pay a representation fee to the Association for that membership year. It is understood that representation fees under this Article shall be deducted prospectively only, beginning on the date of the signing of this Agreement. The purpose of this fee is to offset the employee's per capita cost of services rendered by the Association as majority representative, not for any Association activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

20:2 Amount of Fee

Prior to the beginning of each membership year, the Association shall notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee shall not exceed eighty-five percent (85%) of that amount.

20:3 Deduction and Payment of Fee

- 20:3.1 Once during each membership year covered in whole or in part by this Agreement, the Association shall submit to the Board a list of those employees who have not become members of the Association for the current membership year. The Board shall deduct from the salaries of such employees the full amount of the representation fee in lieu of dues and shall transmit same to the Association. Such deductions shall be made on or after, but in no case sooner than, the thirtieth (30th) day following the employee's employment in the bargaining unit and on or after, but in no case sooner than, the tenth (10th) day following reentry into the bargaining unit for employees who previously served in a position included in the bargaining unit who continued in the employ of the Board in a position outside the bargaining unit and individuals being re-employed in such unit from reemployment lists.
- 20:3.2 No representation fee deduction shall be made by the Board unless the Association first establishes a demand and return system which provides pro rata returns as described in N.J.S.A. 34:13A-5.5c. The demand and return system shall include a provision by which persons who pay a representation fee in lieu of dues may obtain review of the amount returned through full and fair proceedings placing the burden of proof on the Association. If this demand and return system is not established or maintained during the life of this Agreement, then the Board shall not make the representation fee deductions. The Association agrees to make non-members aware of their legal rights of appeal and of the procedures available for such an appeal.
- 20:3.3 The Association shall indemnify and hold harmless the Board against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may rise out of, or by reason of any action taken or not taken by the Board in conformity with this Article.

ARTICLE TWENTY-ONE

SUMMER SCHOOL/SUMMER WORK - for Teachers

- 21:1 Summer school session shall be a maximum of five (5) weeks, twenty-four (24) day sessions of three and one-half (3½) hours per day with no more than three (3) hours of student contact time. No other fringe benefits shall accrue to summer school employees.

- 21:2 The Board, in its absolute discretion, retains all rights granted in Article 6:1 above, as well as all rights and managerial prerogatives granted by law with regard to the implementation, direction and termination of the summer school. Any reduction or increase of hours shall cause a pro rata change in salary. Salary for summer school shall be as contained in Schedule A.
- 21:3 If the Board appoints a director, he shall receive an additional \$100.00 over the above salary.
- 21:4 Anticipated summer work opportunities will be posted in the main office and the board office, and will be sent via e-mail to all staff members prior to June 15. Notice of summer work opportunities that occur after the completion of the school year will be mailed to the Association President and three (3) executive committee members designated by the President. Names, addresses and telephone numbers of the executive committee members will be provided by June 15.

ARTICLE TWENTY-TWO

JOB POSTING PROCEDURES

- 22:1 All vacancies and promotional opportunities, including extra-curricular activities run by teachers, shall be posted in the main office and the board office, and will be sent via e-mail to all staff members five (5) consecutive school days beginning no later than the date of the public announcement.
- 22:2 The qualifications for the position, its duties, and the rate of compensation shall be clearly slated.
- 22:3 When positions are filled, the Superintendent shall notify the Association in writing of the name, address and salary placement on guide for each new employee within five (5) working days of hire.
- 22:4 Nothing in this Article shall be construed to prohibit the Superintendent from interviewing potential applicants from outside the District.
- 22:5 The Board agrees to consider professional background and attainments of all applicants. Each applicant who is a member of the bargaining unit and is not selected for a position shall be so notified in writing by the Superintendent.
- 22:6 The Board agrees to provide the president of the Association with a copy of all vacancy notices including those that may occur during the summer. The snow chain will be implemented during the summer.
- 22:7 Definition: Extra-curricular activities include those activities not specified as part of the teaching and duty assignments scheduled in the regular work day, work

week, or work year as defined in this Agreement or as established by past practice. Said extra-curricular activities and the compensation for same are set forth in Schedule A.

22:8 Newly Created Positions: The salary and other terms and conditions of employment for any extra-curricular activities not currently set forth shall be subject to negotiations between the Board and the Association.

22:9 If after having made every effort to staff an extra-curricular position either with a qualified applicant both in or out of the district, the Board may assign a qualified teaching staff member from within the district. Any such involuntary assignment shall be reviewed and should the same situation arise in the following year, other qualified staff shall be considered. If in the opinion of the board, another qualified candidate can adequately fill this position, the new staff member shall be appointed.

ARTICLE TWENTY-THREE

MISCELLANEOUS PROVISIONS

23:1 A support staff employee who is resigning shall give two (2) weeks notice.

23:2 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 provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

23:3 The Board and the Association agree that there shall be no discrimination with regard to hours, wages or other terms and conditions of employment in the application or administration of this Agreement on the basis of age, race, creed, color, religion, national origin, sex, domicile or marital status.

23:4 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following addresses:

23:4.1 If by the Association, to the President of the Board at Holland Township School.

23:4.2 If by the Board, to the President of the Association at Holland Township School.

23:5 This Agreement shall be distributed within thirty (30) days of ratification by both parties.

- 23:6 Any individual contract or annual salary hereafter executed between the Board and an employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract notification contains any language inconsistent with this Agreement, this Agreement shall be controlling.

ARTICLE TWENTY-FOUR

MENTORING

The Board will pay mentoring teachers an annual stipend of \$1,000 for Alternate Route Teachers and \$550 for Provisional Teachers, provided that the Board continues to receive state funds for mentoring stipends at these levels.

One-half (1/2) of the above amounts shall be paid in January with the balance to be paid in June. If State funding for mentoring changes from the above levels, then the parties will reopen negotiations on this provision.

ARTICLE TWENTY-FIVE

DURATION OF AGREEMENT

25:1 This Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2013, subject to the Association's right to negotiate over a successor Agreement as provided in Article Two. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

25:2 In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries and chief negotiators, and their corporate seals placed herein, all on the day and year first above written.

By: _____
President
Holland Township Board of Education

By: _____
President
Holland Township Education Association

By: _____
Secretary
Holland Township Board of Education

By: _____
Secretary
Holland Township Education Association

By: _____
Chief Negotiator
Holland Township Board of Education

By: _____
Chief Negotiator
Holland Township Education Association

LONGEVITY

Longevity pay increases will be added to the individual's salary in the amounts listed below for continued uninterrupted service in the Holland Township School District.

Teachers

The following amounts shall be added to the respective salaries at the beginning of each appropriate year. These payments go into the base salary and are pensionable.

<u>15th year</u>	<u>20th year</u>	<u>25th year - 25+ years</u>
\$325	\$425	\$1,525

Custodians and Secretaries

The following amounts shall be added to the respective salaries at the beginning of each appropriate year.

<u>15 - 19 years</u>	<u>20 - 24 years</u>	<u>25+ years</u>
\$425	\$525	\$725

Aides and Clerks

The following amounts shall be added to the respective salaries at the beginning of each appropriate year.

<u>15 - 19 years</u>	<u>20 - 24 years</u>	<u>25+ years</u>
\$325	\$425	\$625

SALARY

Secretaries

Starting salary for new personnel will be negotiated.

Custodians

Starting salary for new personnel will be negotiated.

Eligible, full-time custodians shall receive a 4% second shift differential over their base earnings.

Mechanic Stipend	\$1,500 per year
Acting supervisor Stipend	\$ 600 per year

Aides and Clerks (per hour)

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
Step 1 (0-5 years)	\$19.90	\$20.19	\$20.64
Step 2 (6-10 years)	\$20.65	\$20.92	\$21.38
Step 3 (11-15 years)	\$21.39	\$21.65	\$22.11
Step 4 (16+ years)	\$22.12	\$22.39	\$22.85

**Secretary Salary Guide
2010-2013**

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Step	Salary	Salary	Salary
1	30,679	31,201	31,201
2-3	31,446	31,887	31,887
4-5	32,232	32,589	32,589
6	33,038	33,306	33,306
7	33,864	34,039	34,039
8	34,711	34,788	34,788
9	35,579	35,553	35,553
10	36,468	36,335	36,335
11	37,380	37,134	37,134
12	38,315	37,951	37,951
13	39,273	38,786	38,786
14	40,255	39,639	39,639
15	41,261	40,511	40,511
16	42,293	41,402	41,402
17	43,350	42,313	42,313

**Custodians' Salary Guide
2010-2013**

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Step	Salary	Salary	Salary
1-2	36,958	36,958	36,958
3	37,782	37,782	37,782
4	38,625	38,625	38,625
5	39,486	39,486	39,486
6	40,367	40,378	40,378
7	41,267	41,320	41,320
8	42,187	42,284	42,284
9	43,128	43,270	43,272
10	44,090	44,279	44,343
11	45,073	45,312	45,440
12	46,078	46,369	46,565
13	47,106	47,450	47,717
14	48,156	48,557	48,898
15	49,230	49,689	50,108
16	50,328	50,848	51,348

Teachers' Salary Guides 2010-2013

Year 1					
2010 - 2011					
Step	BA	BA+15	BA+30	MA	MA+30
1	45,229	45,841	47,771	49,917	52,222
2-3	45,729	46,341	48,271	50,417	52,722
4-5	46,229	46,841	48,771	50,917	53,222
6	46,729	47,341	49,271	51,417	53,722
7	47,429	48,041	49,971	52,117	54,422
8	48,141	48,753	50,683	52,829	55,134
9	49,791	50,403	52,333	54,479	56,784
10	51,526	52,138	54,068	56,214	58,519
11	53,346	53,958	55,888	58,034	60,339
12	55,251	55,863	57,793	59,939	62,244
13	57,241	57,853	59,783	61,929	64,234
14	59,316	59,928	61,858	64,004	66,309
15	61,476	62,088	64,018	66,164	68,469
16	63,721	64,333	66,263	68,409	70,714
17	66,051	66,663	68,593	70,739	73,044
18	68,466	69,078	71,008	73,154	75,459
19	70,966	71,578	73,508	75,654	77,959
20	73,551	74,163	76,093	78,239	80,544
21	76,021	76,633	78,563	80,709	83,014

Year 2 2011 - 2012					
Step	BA	BA+15	BA+30	MA	MA+30
1-2	46,586	47,201	49,136	51,286	53,586
3-4	47,086	47,701	49,636	51,786	54,086
5-6	47,586	48,201	50,136	52,286	54,586
7	48,086	48,701	50,636	52,786	55,086
8	48,781	49,396	51,331	53,481	55,781
9	49,481	50,096	52,031	54,181	56,481
10	51,071	51,686	53,621	55,771	58,071
11	52,776	53,391	55,326	57,476	59,776
12	54,591	55,206	57,141	59,291	61,591
13	56,491	57,106	59,041	61,191	63,491
14	58,476	59,091	61,026	63,176	65,476
15	60,546	61,161	63,096	65,246	67,546
16	62,701	63,316	65,251	67,401	69,701
17	64,941	65,556	67,491	69,641	71,941
18	67,266	67,881	69,816	71,966	74,266
19	69,676	70,291	72,226	74,376	76,676
20	72,171	72,786	74,721	76,871	79,171
21	74,751	75,366	77,301	79,451	81,751
22	77,221	77,836	79,771	81,921	84,221

Year 3 2012 - 2013					
Step	BA	BA+15	BA+30	MA	MA+30
1-3	47,941	48,556	50,491	52,641	54,941
4-5	48,441	49,056	50,991	53,141	55,441
6-7	48,941	49,556	51,491	53,641	55,941
8	49,441	50,056	51,991	54,141	56,441
9	50,136	50,751	52,686	54,836	57,136
10	50,836	51,451	53,386	55,536	57,836
11	52,416	53,031	54,966	57,116	59,416
12	54,111	54,726	56,661	58,811	61,111
13	55,916	56,531	58,466	60,616	62,916
14	57,806	58,421	60,356	62,506	64,806
15	59,781	60,396	62,331	64,481	66,781
16	61,841	62,456	64,391	66,541	68,841
17	63,986	64,601	66,536	68,686	70,986
18	66,216	66,831	68,766	70,916	73,216
19	68,531	69,146	71,081	73,231	75,531
20	70,931	71,546	73,481	75,631	77,931
21	73,416	74,031	75,966	78,116	80,416
22	75,986	76,601	78,536	80,686	82,986
23	78,421	79,036	80,971	83,121	85,421

SCHEDULE A

EXTRACURRICULAR ACTIVITIES

Compensation will be given for extra-curricular activities (defined in 22:8) approved by the Superintendent and other activities listed in Schedule A. If any extra-curricular activity, competitive athletic, or club needs to be amended or added to Schedule A during the active collective bargaining agreement, the HTEA (Executive Committee) and the Superintendent will meet and mutually agree on the necessary terms for the position(s) hours and compensation.

ACTIVITY	2010-2013
Chaperones	\$40.77
Detention Duty	\$40.77
Summer School	\$40.77 or teacher's hourly rate of pay* whichever is higher
Bedside Instruction	\$40.77 or teacher's hourly rate of pay* whichever is higher
Tutoring	\$40.77 or teacher's hourly rate of pay* whichever is higher
Overnight Trip Chaperone	\$189
Substitute Coordinator	\$2,369
Department Chairs	\$1,422

*Teachers Hourly Rate of Pay - Teacher's annual salary divided by 185 (the required number of days in the teacher's work year) divided by seven and one quarter hours (7 1/4)

Approved Mileage Reimbursement at the current IRS rate

COMPETITIVE ATHLETICS

POSITION	2010-2013
Basketball - boys	\$3,302
Assistant	\$2,650
Basketball - girls	\$3,302
Assistant	\$2,650
Baseball	\$1,835
Assistant	\$1,468
Softball	\$1,835
Assistant	\$1,468
Soccer	\$1,835
Assistant	\$1,468
Volleyball	\$1,708
Assistant	\$1,367
Athletic Director	\$3,297

CLUBS AND ACTIVITIES		
Position	Minimum Sessions	2010-2013
Band	34	\$1,708
Chess Club	8	\$407
Chorale	17	\$853
Choir (Show)	17	\$853
Computer Club	29	\$1,494
Drama Club (2)	45	\$2,528
Assistant (2)	22	\$1,998
Gymnastics	29	\$1,494
Assistant (2)	24	\$1,202
Helping Hands	13	\$640
Intramural Basketball (Track)	13	\$640
Track Assistant	13	\$515
Robotics	20	\$1,142
Law Adventure (2)	19	\$979
Newsletter (2)	32	\$1,631
Passport Club	8	\$407
Photographer	12	\$598
Science Club (2)	29	\$1,494
Story Hour Club (3)*	24	\$489
Student Council Advisor (2)	25	\$1,468
Technical Asst. Student Info. Sys.	50	\$2,038
Tournament of Champions (2)	34	\$1,708
WHTS (2)	25	\$1,280
Yearbook Advisor	50	\$2,732
*Teacher will also be reimbursed for snacks		
1 session or meeting is equivalent to 1.25 hours		
Except for story hour club where a session is equivalent to one-half hour (1/2)		
(2) indicates two people usually share this activity		
Teachers will not be required to meet more than a minimum number of sessions;		
If they choose to do so, it will be without monetary compensation.		
Those activities with (2) directors will meet approximately half as many times.		