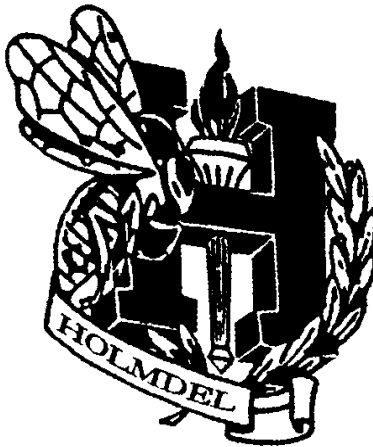


**CONTRACT AGREEMENT BETWEEN  
THE HOLMDEL TOWNSHIP BOARD OF EDUCATION  
HOLMDEL, NJ**



**AND**

**THE HOLMDEL TOWNSHIP ADMINISTRATORS  
ASSOCIATION**

**FOR THE SCHOOL YEARS**

**JULY 1, 2004**

**Through**

**JUNE 30, 2007**

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## **PREAMBLE**

This Agreement is entered into by and between the Board of Education of Holmdel Township, New Jersey, hereinafter called the "Board" and the Holmdel Township Administrators Association hereinafter called the "HTAA."

## **WITNESSETH**

Whereas, the Board and the HTAA recognize and declare that providing a quality education for the children of the Holmdel School District is their mutual aim and that the character of such education depends in part upon the quality and morale of the Administrative Staff, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenant, it is hereby agreed as follows:

## **ARTICLE I**

### **RECOGNITION AND MEMBERSHIP**

- A. In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Holmdel Township Administrators Association, hereinafter known as the "HTAA," as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for certified administrative personnel employed by the Holmdel Township Board of Education, hereinafter known as the "Board":

Principals  
Assistant Principals  
Director of School Counseling Services  
*Director of Special Services*  
Supervisors

- B. Unless otherwise indicated, the term, "employee," shall refer to all members of the bargaining unit.

Employees of the Board of Education excluded from the provisions of this contract include the Superintendent of Schools, School Business Administrator/School Board Secretary, Assistant School Business Administrator, Administrative Assistants, Assistant Superintendents, Director of Human Resources, Director of Plant, Operations and Maintenance, Director

of Management Information Systems, Network Engineer, and Director of Instructional Technology.

## ARTICLE II

### NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement, or in case of an agreed re-opener provision, in accordance with Chapter 123, Public Laws of 1974, and the New Jersey Administrative Code 19:12-2.1. Such negotiations shall commence no later than 120 days prior to the Board's required budget submission date of the calendar year preceding the year in which that Agreement expires.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. No proposal or counterproposal made, or agreement reached by the negotiating representatives, shall be binding on the parties until it has been reduced to writing, signed by the HTAA in accordance with a successful motion authorizing its execution, and signed on behalf of the Board in accordance with a resolution of the Board authorizing its execution.
- C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. The parties mutually pledge that, subject to applicable law, their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment in effect in the year immediately preceding this agreement are applicable during the term of this Agreement.
  - 1. Representatives of the Board's and HTAA's negotiating committees may meet at the request of either party for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass grievance procedure.
  - 2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITION**

1. A "Grievance" shall mean a complaint based on a wrong believed by an employee in the negotiating unit to have been suffered by him/her as a result of a violation, misrepresentation or inequitable application of any of the provisions of this Agreement.
2. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  - a. Any rule or regulation of the State Department of Education having the force and effect of law.
  - b. Any rule or regulation of the State Commissioner of Education having the force and effect of law.
  - c. Any matter which according to law is beyond the scope of Board authority.
  - d. Any matter which according to law is exclusively within the discretion of the Board.
  - e. Non-renewals.
  - f. Mid-contract terminations.

#### **B. GENERAL**

1. A "Grievance" to be considered under this procedure shall be presented by the Grievant or his/her Representative no later than fifteen (15) calendar days following its occurrence. The number of days allotted at each step of the Grievance Procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible. In the case of ten-month employees, a grievance which occurs near the end of the school year shall be presented on or before June 30th of the school year in which it occurred or within the same time limits of work days (Monday–Friday excluding holidays) if the grievance occurs within the final days of that month.
2. A Grievant may present and process his/her grievance personally or through an appropriate representative. The Grievant has a right to have a representative appear with him/her commencing with level two (2) and all subsequent levels of the Grievance Procedure.

3. No reprisals shall be taken by the Board or Administration against any employee because he/she utilizes the Grievance Procedure.
4. Should a grievance result from action taken by the Superintendent or the Board, a Grievant may present his/her grievance initially at the third step of the Grievance Procedure.

## C. PROCEDURE

### 1. LEVEL ONE:

Any employee who has a grievance shall discuss it first with the *individual's immediate supervisor*, in an attempt to resolve the matter informally at that level.

### 2. LEVEL TWO:

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

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

Within five (5) school days following the receipt of the written appeal by the Superintendent, he/she shall have a conference with the Grievant and his/her Representative, if any. The Superintendent shall attempt to resolve the matter as quickly as possible, and within a period not to exceed ten (10) school days following the day of his/her conference with the Grievant, he/she shall communicate to the Grievant, his/her decision in writing.

### 3. LEVEL THREE:

If the grievance is not resolved to the Grievant's satisfaction, he/she may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools within five (5) school days following the receipt of his/her decision by the Grievant. The Superintendent shall forward the request along with all related papers, to the Board of Education. The Board, or a duly appointed committee thereof, shall review the grievance and, at its option, shall hold a hearing with the Grievant and his/her representative, if any, within thirty (30) days of receipt

of the request. The Board may make a verbatim stenographic record of the hearing, which record shall not be introduced at Level Four should the grievance proceed to that level. The Board shall render a decision in writing setting forth its reasons to the Grievant within forty-five (45) calendar days of the date of receipt of the written appeal.

4. LEVEL FOUR:

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



witnesses for the Grievant, provided said witnesses actively participated in Levels 3 or 4 of the Grievance Procedure.

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

#### D. MISCELLANEOUS

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

## **ARTICLE IV**

### **EMPLOYEES RIGHTS ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Whenever an employee who represents the HTAA is scheduled by the parties to participate during working hours in negotiations or grievance proceedings, he/she shall suffer no loss in pay.
- B. Representatives of the HTAA shall, with the approval of the Superintendent or his/her designee, be permitted to transact official HTAA business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The HTAA and its representatives shall have the right to use school buildings for meetings with the approval of the Board Secretary in accordance with established Board Policy and conditions for the use of school buildings after school hours, provided however, that the Board Secretary shall have the right to waive the advance notice requirement.
- D. The bargaining and related rights of the HTAA and its representatives as set forth in the Agreement shall be granted only to the HTAA as the exclusive representative of the Employees. Both parties shall be entitled to rely on this exclusive representation.
- E. The HTAA may request released time for meetings when it relates to or promotes the general welfare of the educational system. The final decision rests with the Superintendent.
- F. The Board shall make available to the HTAA for inspection all pertinent records, data, and information of the Holmdel School District which are a matter of public record. The request must be received in writing and the information provided to the HTAA within five (5) working days upon receipt of said request.

## **ARTICLE V**

### **BOARD OF EDUCATION RIGHTS AND PRIVILEGES**

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

## ARTICLE VI

### INSURANCE PROTECTION

- A. *The HTAA agrees to the level of medical benefits provided to all certificated employees.*
- B. Any employee who is on unpaid medical leave shall have his/her medical benefits covered by the Board of Education for a maximum of 24 months.
- C. All employees retiring with full pension benefits shall be entitled to remain in group for all insurance benefits outlined in this Article, premiums to be paid by the retiree to the Board of Education for remission to the carrier. The Board may cancel membership unilaterally should retiree fail to pay any premium in advance by a date designated by the Board. Should this benefit impact negatively on the group premium rate paid by the Board of Education, this benefit shall not automatically be renewed and shall be renegotiated in the subsequent contract year.
- D. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment its portion of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1 and ending June 30. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- E. This article may be reopened for negotiation at the request of either party at any time during this agreement.
- F. *Employees may waive health insurance coverage. Compensation for such waiving shall be as follows:*

*Medical and Dental Compensation for Waiving Benefits*

<i>Employee/Spouse</i>	<i>\$3,200</i>
<i>Parent/Child</i>	<i>\$2,600</i>
<i>Individual</i>	<i>\$1,650</i>
<i>Family</i>	<i>\$3,900</i>

*The employee's choice for the waiver is based on proof of coverage under another health plan. An election waiver and submission of proof shall be required to receive the compensation in a lump sum in the first pay period after November 30.*

## ARTICLE VII

### LEAVES OF ABSENCE

- A. All employees shall be entitled to the following temporary non-accumulative leaves of absence with or without full pay each school year. Those twelve-month employees who begin employment after July 1 (or after September 1 for ten-month employees) shall have such benefits prorated.
1. In case of illness of parents, brother, sister, husband, wife, daughter, son and/or other relative living in the employee's household, an employee shall be entitled to not more than three (3) days leave during a school year without loss of pay.
  2. A maximum of three (3) days leave *for ten month employees and four days leave for twelve month employees* , without loss of pay, will be allowed for personal business. Employees will give as much advance notice of his/her future use of personal days as practicable.
    - a. Personal business means an activity that requires the employee's presence during the school day and is of such nature that it cannot be attended to at a time when schools are not in session.
    - b. Personal business day shall not be taken on the day preceding or the day following holidays or vacation, and the first and last week of the school year except in emergencies or if approved by the Superintendent.
  3. The combined annual maximum allowable number of days under Sections A.1 and A.2 of this article shall be four (4) *for ten month employees and five (5) for twelve month employees*. Days not used will be added to accumulated sick leave.
  4. For death in the immediate family, up to five (5) days absence without loss of pay will be granted. "Immediate Family" will include only a parent, grandparent, child, grandchild, sibling, spouse, parent-in-law, and any other relative living with the employee as a permanent member of the family. This leave may be extended by use of personal leave provided for in Section A2 above.
- B. Personal illness is defined as absence from his/her duty because of personal disability due to illness or injury, or because he/she has been excluded from school by the school medical authority on account of a contagious disease or being quarantined for such disease by a physician.

1. All full-time, twelve-month employees will be entitled to twelve (12) and ten-month employees entitled to ten (10) sick leave days each school year. Unused sick leave days shall be accumulated from year to year. Pursuant to the prescriptions of N.J.S.A. 18a:30-7, no employee shall be permitted to increase his/her total accumulation of sick days by more than fifteen (15) days in one year.
2. Effective July 1, 2000, employees employed for one or more years who are absent due to personal illness in excess of their regular sick leave benefits may, consistent with the prescriptions of N.J.S.A. 18A:30-6, request that the Board of Education provide extended sick leave benefits. If said extended sick leave request is granted, the Board of Education may pay such employee that employee's daily salary consistent with N.J.S.A. 18A:30-6.
3. The utilization of sick leave associated with pregnancy will be governed by the following requirements:
  - a. Medical certification attesting to the pregnancy and the anticipated date of birth will be provided as soon as determined.
  - b. Sick leave with pay may be taken up to a total of eight (8) weeks, after meeting the stipulation in (a), with a maximum of four (4) weeks before the anticipated birth or after the actual birth, without providing any additional certification.
  - c. All other sick leave with pay associated with pregnancy, except that specified in (b), will require written medical confirmation of the staff member's inability to perform her assigned duties because of illness and/or physical disability.
  - d. Use of sick leave benefits as provided in part (b) and (c) above may, at the employee's option, be preceded and/or followed by unpaid maternity leave, and the total days used including sick leave and unpaid maternity leave shall be up to a maximum of one work year.
4. The Board may require, as set forth by law, an examination by an independent physician, at the expense of the Board, during or after leaves of absence for illness.
5. The following will not be in effect for HTAA members who participate in Article XII section G. All employees, upon termination of employment, either by retirement or vesting of credited time under the terms of the appropriate New Jersey retirement fund, will be reimbursed for unused sick leave at the rate of \$63.00 per day to a maximum of *fifteen* thousand dollars

(\$12,000). This item may be reopened for negotiations at the request of either party at any time during the life of this agreement.

6. The Board of Education, after consultation with the HTAA, reserves the right to institute a productivity bonus related to the use of sick leave.

a. Said policy shall apply equally to all employees covered by this Agreement.

b. Application of said policy shall not affect any benefits accruing as a result of any Article of this Agreement.

c. An administrator with perfect attendance shall be entitled to \$750.00 payable on June 30. Perfect attendance shall not include compensation days or bereavement days.

C. All benefits in the Agreement to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return. The Board has the exclusive right to determine the employee's assignment consistent with the certificates held by said employee, however, the Board will consider the request of the affected employee to be assigned to a particular position upon the employee's return from an approved leave.

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

1. Any employee covered by this Agreement, may make application to the Board of Education for an extended leave of absence without pay. Leaves may be granted for such purposes as but not limited to, maternity, extended illness, Peace Corps, VISTA, National Teacher Corps., full-time exchange or overseas teacher, Fulbright Scholarship Participant, and the like. Employees requesting such leave shall submit their request at least ninety (90) days prior to the end of the school year immediately preceding the year in which the leave is to be taken.

## ARTICLE VIII

### SABBATICAL LEAVES

- A. Upon the recommendation of the Superintendent, and at the discretion of the Board, sabbatical leaves may be granted to employees for a period of either one-half (1/2) work year at full salary or one (1) full year at half salary.
  - 1. Application must be made on or before April 30 prior to the school year when the sabbatical would be taken.
  - 2. The employee must be notified not later than June 30 prior to the school year when the sabbatical would be taken.
- B. To be eligible for a sabbatical leave, an employee shall have completed at least seven (7) consecutive full school years of service in the Holmdel School System.
- C. It is the express condition of any granting of a sabbatical leave that the employee on leave shall agree to return to the employment of this school district for at least two (2) full years immediately following the sabbatical leave. In the event that the employee voluntarily terminates his/her employment to accept other employment prior to the expiration of said two-year period, the Board may, at its option, require reimbursement of the full salary paid to the staff member during the sabbatical leave.
- D. The employee on sabbatical may be required to file periodic reports with the Superintendent of Schools.
- E. Salary after returning will reflect the minimum raise provided for under the negotiated compensation plan.
  - 1. While on leave, an employee may continue insurance benefits at his/her own expense according to a payment schedule set by the Board Secretary/School Business Administrator.



## ARTICLE IX

### SCHOOL CALENDAR/WORK YEAR

A. The work year for unit members shall be as follows:

1. Twelve (12) month employees July 1 to June 30.
2. Ten (10) month employees September 1 to June 30.

All employees who are currently ten (10) month employees shall work ten (10) additional days between July 1 and August 31, effective July 1, 1998. Said days shall be mutually agreed upon between the employee and his/her immediate supervisor subject to the needs of the district.

Employees shall be compensated for the above ten (10) days at 4% of their annual salary, to be added to the base.

Any additional days beyond the ten (10) above shall be compensated per day at .4% of annual salary per day. Such amount shall not be added to base and such days shall only be scheduled pursuant to the mutual agreement of both parties.

B. Employees shall enjoy the following as paid holidays, if such days occur during their work year and schools are not in session:

New Year's Day	Thanksgiving Day
Presidents' Days (2)	Day After Thanksgiving
Good Friday	Christmas Eve Day
Easter Monday	Christmas Day
Memorial Day	New Year's Eve Day
Fourth of July	Martin Luther King Day
Labor Day	

C. Twelve (12) month employees hired after January 1, 1996 shall be entitled to the following vacation allowance:

1st through 10th year	15 days
11th year or greater	20 days

Any administrator hired prior to January 1, 1996 shall receive twenty-one (21) days paid vacation. One year of accumulated vacation days is the maximum allowable carryover amount.

D. Effective July 1, 2001, for new hires and beginning on July 1, 2002 for HTAA members on payroll as of July 1, 2000, on regularly scheduled workdays,

employees may alter their work schedules or locations only with prior approval of the Superintendent.

- E. When conditions warrant an emergency closing of school, administrators shall report to work when road conditions permit traveling as determined by their own professional judgment. All emergency closing days shall be considered workdays.

## ARTICLE X

### EVALUATION

Evaluation of personal performance is a vital function at all levels of the educational enterprise inasmuch as it provides not only the basis upon which decisions are made regarding continuation of employment, remuneration and the amount thereof, assignment of position and responsibility, but also, and, most importantly, facilitates the improvement of personnel and the expansion of expertise and skills to the benefit of the students. This is especially true in the case of Employees whose performance affects all aspects of the educational programs in the schools for which they are responsible.

- A. Evaluation of personnel in the categories of Administration encompassed by this contract is the responsibility of the Superintendent of Schools.
- B. Evaluation of Employees shall be continuous and ongoing during the school year and shall include such timely observations, meetings, conferences, visitations and other procedures as the Superintendent may deem necessary and proper.
- C. The result of the evaluation of each employee shall be reported in the form of an Evaluation Report to be prepared as follows:
  - 1. Tenured Employees - one (1) time per year by April 1
  - 2. Non-tenured employees - three (3) times per year by November 1, January 1 and April 1 respectively
  - 3. All numbers stated in C.1 and C. 2 above shall be minimums.
- D. Evaluation of employees shall be comprehensive in scope and focus upon all significant areas of the appropriate administrative functions according to the following process:
  - 1. Each administrator will meet with the Superintendent of Schools, prior to August 1 (the Superintendent will set the date, giving the administrator one-week notice) to
    - a. construct performance targets for the upcoming school year, based on
      - i. district goals
      - ii. school goals
      - iii. past employee evaluations

- b. identify assessment instruments
    - i. hard data - student results, budgetary savings, efficiency of operations, program initiatives
    - ii. soft data - behaviors that contribute to organizational success
  - c. identify benchmarks
  - d. the performance targets and assessment indicators will be reduced to writing
2. Each administrator is to meet with the Superintendent at appointed periods during the year to review progress relevant to accomplishing performance targets.
  3. For the final evaluation, each administrator will meet with the Superintendent relevant to accomplishing performance targets.
    - a. Ratings are:
      - i. exceeded expectations
      - ii. met expectations
      - iii. partially met expectations
      - iv. did not meet expectations
    - b. The Superintendent will provide each administrator with
      - i. a rating for each performance target
      - ii. justification for each rating
  4. The administrator has a right to attach a response to the evaluation. This response must be submitted within two weeks of the receipt of the evaluation.
  5. *The range of annual increase for each individual administrator shall be 3% for each year of the agreement covering the period July 1, 2004 through June 30, 2007. The range of performance merit increase for each individual administrator shall be 0 through 2.25% for each year of the agreement. The Board of Education will budget sufficient funds to meet this obligation.*

*The HTAA members with an earned doctorate from an accredited university employed prior to July 1, 2004 will have a one-time increase of \$2,000 added to their 2004-2005 base salary. An increase of \$1,500 will be added to the base salary of any other administrator employed prior to July 1, 2004 who earns a doctorate from an accredited university within the life of this contract. This money shall be applied to the base salary of the following year.*

6. If the Superintendent and the administrator cannot reach agreement pursuant to performance targets, assessments, benchmarks, etc., the Superintendent's decision is final.

7. The Board of Education is not bound by the salary recommendation of the Superintendent, but is bound by 1 above.
  8. The Superintendent will inform each administrator of his/her salary increase.
- F. The Board and Superintendent shall notify employees of their contract status for the ensuing year not later than the date set forth in N.J.S.A. 18A:27-10.

## ARTICLE XI

### PROFESSIONAL DEVELOPMENT

#### A. Tuition Reimbursement

1. Upon the advanced approval of courses by the Superintendent, a payment of up to the maximum New Jersey state college or New Jersey state university rate per credit for approved courses which relate to an employee's assignment or job goals, with a maximum allowance of eighteen (18) credits, shall be made in each year, but only if the employee has successfully completed such approved courses with a grade of "B" or better (or a "pass" in a "pass/fail" course) and if the employee is a member of the staff at the time. Registration and other required fees may be included for reimbursement provided the per-credit maximum is not exceeded.
  2. Upon request, special consideration will be given to Employees who take courses in other than the assigned area. Such courses, fully described as per college catalogue (graduate courses, cost per credit, number of credits, etc.) shall be presented on the prescribed form, to the Superintendent of School for initial approval at least two weeks before the course is taken. Final approval or disapproval will be made by the Superintendent. Registration and other fees may be included in reimbursement provided the per-credit maximum is not exceeded. Employees may request reimbursement for workshops, seminars and professional development activities directly related to their assignment or job goals, subject to prior approval by the Superintendent, and subject to a total cost, including course work taken under paragraph A. 1., not greater than the maximum reimbursement permitted under paragraph A.1.
  3. Effective January 1, 2002, employees receiving reimbursement under this article agree to continue in the employment of the Holmdel Board of Education for not less than twelve (12) months after taking receipt of such reimbursement. Any employee who voluntarily resigns or retires prior to the completion of this twelve (12) month period will repay 100% of said reimbursement to the district by personal check or by payroll deduction prior to leaving the employ of the Board.
- B. Each employee, with the approval of the Superintendent, may be entitled to attend one (1) national or state professional conference or meeting per year without a reduction in pay. Reasonable expenses incurred by Employees as a

result of their attendance and participation at these meetings will be paid by the school district.

- C. The Board will pay each employee's annual dues to NJPSA and NASSP-NAESP organizations. Other dues paid by the Board will be for organizations deemed by the Superintendent to be appropriate or required, based on the employee's job responsibilities.

## **ARTICLE XII**

### **SALARY PROCEDURES**

- A. The starting annual salary of any new Employee will be established by the Superintendent of Schools with the approval of the Board.
- B. The salary of an employee employed less than a year shall be calculated by multiplying the daily rate of pay by the number of days worked in the particular school year. The daily rate of pay shall be established as follows:
  - 1. In the case of ten (10) month employees, by dividing the annual salary by 200.
  - 2. In the case of twelve (12) month employees, by dividing the annual salary by 240.
- C. All twelve-month employees shall be paid in twenty-four (24) semi-monthly installments; all ten-month employees shall be paid in twenty (20) semi-monthly installments
- D. An employee may authorize the Board to make deductions for the purpose of tax-sheltered annuities pursuant to the provisions of R.S. 18A:66-127, et. seq., and the terms of a group contract approved by the Board.
- E. An employee may authorize the Board Secretary to make deductions for the purpose of savings as prescribed by law, and approved by the Board.
  - 1. Effective July 1, 2000, the district shall provide for electronic direct deposit of payroll checks on a voluntary basis in accordance with the rules of the financial institutions of the employees' choice.
  - 2. Effective July 1, 2000, no advanced payroll checks will be issued for any reason.
  - 3. Effective July 1, 2000, remittances to Mon-OC Federal Credit Union will be made semi-monthly.



## ARTICLE XIII

### MISCELLANEOUS PROVISIONS

- A. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties within the scope of his/her employment.
  
- B. Use of Automobile
  - 1. All members of the Association who may be required to use their own vehicle beyond the normal commute to a work location in the performance of their duties shall be reimbursed at the current rate allowed by the IRS. That rate will become effective on July 1 of each school year.
  
  - 2. Whenever any civil action has been, or shall be, brought against any employee by virtue of the authorized use of his/her private vehicle on official business, and providing the employee was acting within the scope of his/her employment, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses together with the costs of appeals, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom.
  
- C. The topic of compensation for attendance at evening meetings beyond those necessary for the performance of professional responsibilities, may be reopened at the request of either party at any time during the life of this agreement.
  
- D. Retirement Coverage Provisions
  - 1. The Board shall provide for continuance of health care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the HTAA in Article VI. The retiree is solely responsible for the payment of premiums to the Board in order to keep his/her benefits in force, this according to the conditions listed in Article VI.C.
  
  - 2. The Board shall provide payment for unused leave as stated in Article VII. The employee shall be offered the option of receiving this money in a lump sum or on a periodic basis not to exceed eighteen (18) months after retirement.
  
  - 3. The topic may be reopened for negotiations at any time during the life of this Agreement at the request of either party.

## ARTICLE XIV

### DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2004, and shall continue in full force and effect for a period of three (3) years to June 30, 2007, midnight, subject to the HTAA right to negotiate over a successor agreement as provided in Articles II and V. All rights, protections, benefits and compensations addressed by this contract shall apply in full to all employees covered under this agreement during the span of their employment, whether for full or partial duration, of the dates cited above.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized officers.

Dated:

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Susan Howard, President  
Holmdel Township Board  
of Education

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Robert Anderson, President  
Holmdel Township  
Administrators Association

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Mr. Dominic Carrea  
School Business Administrator  
Board Secretary  
Holmdel Township Board  
of Education

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Mary Schwartz, Ed.D.  
Chief Negotiator HTAA

