

NEGOTIATED CONTRACT

between the

HOLLAND TOWNSHIP BOARD of EDUCATION

and the

HOLLAND TOWNSHIP EDUCATION ASSOCIATION

July 1, 2004 through June 30, 2007

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PREAMBLE

This Agreement, entered into this ~~, day of,~~ 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."

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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:

Chief School Administrator
Principal(s)
Vice-Principal (if any)
Board Secretary
Business Administrator
Bookkeeper/Receptionist/Secretary
Head Custodian
Head Bus Driver/Mechanic
Bus Drivers
Executive Secretary
Technician

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 Chief School Administrator 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 Chief School Administrator 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.

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- 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 Chief School Administrator or his/her designee in an attempt to settle the grievance.
- 3:3.4 The Chief School Administrator shall communicate his decision with reasons in writing within three (3) school 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) calendar days.
- 3:3.5 If the grievance is not resolved to the grievant's satisfaction, he may request, within fifteen (15) school days, a review by the Board. The request shall be submitted in writing through the Chief School Administrator, 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) school 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) calendar 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 Chief School Administrator 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 intraschool 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 Chief School Administrator.
- 7:1.2 Employees may leave the building during their lunch period or preparation period and may do so without requesting permission. 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 Chief School Administrator.
- 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 - Eight and one-half (8.5) hours, including a 30-minute unpaid lunch period.
- E. Secretaries:
 - 1. School Calendar: Eight (8) hours per day, including a 30-minute unpaid lunch period.
 - 2. Summer Hours: 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).

7:2.2 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.

7:2.3 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.

7:2.4 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.

7:2.5 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.~~

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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.

7:2.6 Every employee shall have a duty-free lunch period.

7:2.7 The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and should be discouraged.

7:2.8 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.

7:2.9 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.

7:2.9a 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.

7:2.10 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.

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 Chief School Administrator 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 The Board shall reimburse employees the cost to renew their Commercial Driver's License.

10:11 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.

Deleted: Payment for earned credits shall commence within one (1) month from Board approval of grades. Payment will be retroactive to the date on which the course was completed.

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 Chief School Administrator 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 Chief School Administrator 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 Chief School Administrator.

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. An employee's annual sick leave entitlement may be used for sickness in the employee's family or household. The maximum number of sick day entitlement that may be used for illness in the family or household in any one year is ten (10) days.

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. Annual sick leave entitlement may be used for sickness in the employee's immediate family and/or household. The maximum number of sick day entitlement that may be used for illness in the family or household in any one year is ten (10) days.
- 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 Chief School Administrator may require a physician's certificate as verification for any period of sick leave.
- 14:10 Physical Examination
The Chief School Administrator 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.
- 14:11.1Severance 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 (1/200th for ten-month employees and 1/240th 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 (1/200th for ten-month employees and 1/240th 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.

Deleted: D. Any teacher who leaves employment as of June 30, 2002, and qualifies for severance pay will receive \$20,000 in addition to the standard severance benefit.

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 Chief School Administrator.
- 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 Chief School Administrator. 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 Chief School Administrator in writing in such form as may be mutually agreed on by the Association and the Chief School Administrator 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 Chief School Administrator.

- 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 Chief School Administrator, 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 satisfactory completion of each Administration-approved course 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 ~~(This paragraph (18:1.2) shall be in effect for the 2004-05 school year only.)~~ The maximum payment by the Board for all graduate and undergraduate courses taken by members of the bargaining unit shall be ~~\$40,000 for the 2004-05 school year~~. If the amount of reimbursement sought by employees exceeds the maximum, payments by the Board will be prorated to each eligible employee in amounts determined by a joint committee of the Board and the Association.

Deleted: \$15,000 for 2001-02; \$25,000 for 2002-03; and, \$30,000 for 2003-04

~~(NOTE: Paragraphs 18:1.3 through 18:1.9 shall take effect on July 1, 2005.)~~

- ~~18:1.3 The maximum payment by the Board for all graduate and undergraduate courses taken by members of the bargaining unit shall be \$45,000 for the 2005-06 school year, and \$50,000 for the 2006-07 school year.~~

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18:1.4 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.

18:1.5 Based on the total amount established in 18:1.4, 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). 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.

18:1.6 If the maximum payment (cap) has not been met by the total amount established in 18:1.4, 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.

18:1.7 If the maximum payment (cap) has been met by the total amount established in 18:1.4, 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.

18:1.8 In the event a person (during a year in which the cap is met by the total amount established in 18:1.4 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%.

18:1.9 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 Chief School Administrator.

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.

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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 CSA, 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 CSA 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 The Board shall provide the health care insurance protection designated below. With an HMO/PPO available through Horizon Blue Cross/Blue Shield, our members shall be given the option to participate. The Board shall pay the full premium for each employee and, in cases where appropriate, for family-plan coverage. Provisions of the health-care insurance program shall be as follows:

Horizon Blue Cross/Blue Shield Comprehensive Medical Insurance including:

Medical	Long Term Disability
Vision	Prescription Drug

~~The prescription drug plan co-pay for the 2004-05 school year shall be \$15/brand name, \$5/generic, and 1x co-pay for mail orders. Effective July 1, 2005, the co-pay shall increase to \$20/brand name, \$10/generic, and 1x co-pay for mail orders.~~

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

19:2 Waiver of Coverage (Effective July 1, 2005)

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 40% of the cost to the Board of the coverage waived by the employee. 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

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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 in advance of or simultaneously with the public announcement and at least fourteen (14) calendar days prior to the position being permanently filled.
- 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 Chief School Administrator 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 Chief School Administrator from interviewing potential applicants from outside the District.
- 22:5 The Board agrees to consider professional background and attainments of all applicants. Each applicant not selected shall be so notified in writing by the Chief School Administrator.
- 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, ~~2004~~ and shall continue in effect until June 30, ~~2007~~, 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.

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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>
\$300	\$400	\$1,500

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>
\$400	\$500	\$700

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>
\$300	\$400	\$600

SALARY

Secretaries

Salaries shall be increased in each year of this Agreement as follows:

<u>2004 - 2005</u>	<u>2005 - 2006</u>	<u>2006 - 2007</u>
4.7%	4.7%	4.7%

The above increases will take effect on July 1 of each year and will apply to all Secretaries employed prior to January 1 of the preceding year.

*Starting salary for new personnel will be negotiated.

Custodians

Salaries shall be increased in each year of this Agreement as follows:

<u>2004 - 2005</u>	<u>2005 - 2006</u>	<u>2006 - 2007</u>
4.7%	4.7%	4.7%

The above increases will take effect on July 1 of each year and will apply to all Custodians employed prior to January 1 of the preceding year.

*Starting salary for new personnel will be negotiated.

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

Aides and Clerks (per hour)

	<u>2004 - 2005</u>	<u>2005 - 2006</u>	<u>2006 - 2007</u>
Step 1 (0 - 5 years)	\$15.73	\$16.47	\$17.24
Step 2 (6 - 10 years)	\$16.41	\$17.18	\$17.98
Step 3 (11 - 15 years)	\$17.08	\$17.88	\$18.72
Step 4 (16+ years)	\$17.75	\$18.58	\$19.45

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- Deleted: \$14.53/hr . . \$15.01/hr . . \$15.67/hr
- Deleted: \$15.14/hr . . \$15.62/hr . . \$16.31/hr
- Deleted: \$15.77/hr . . \$16.24/hr . . \$16.95/hr

ARTICLE NINETEEN

INSURANCE PROTECTION

19:1 The Board shall provide the health care insurance protection designated below. With an HMO/PPO available through Horizon Blue Cross/Blue Shield, our members shall be given the option to participate. The Board shall pay the full premium for each employee and, in cases where appropriate, for family-plan coverage. Provisions of the health-care insurance program shall be as follows:

Horizon Blue Cross/Blue Shield Comprehensive Medical Insurance including:

Medical	Long Term Disability
Vision	Prescription Drug

The prescription drug plan co-pay for the 2004-05 school year shall be \$15/brand name, \$5/generic, and 1x co-pay for mail orders. Effective July 1, 2005, the co-pay shall increase to \$20/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.

19:2 Waiver of Coverage (Effective July 1, 2005)

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 40% of the cost to the Board of the coverage waived by the employee. 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.