

**AGREEMENT BETWEEN
HUDSON COUNTY AREA VOCATIONAL-TECHNICAL
EDUCATION ASSOCIATION**

ADMINISTRATIVE MEMBERS

**AND
BOARD OF EDUCATION
OF THE
HUDSON COUNTY SCHOOLS OF TECHNOLOGY**

ADMINISTRATIVE CONTRACT YEARS:
July 1, 2003 – June 30, 2004
July 1, 2004 – June 30, 2007

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PREAMBLE

This agreement is made and entered into on July 1, 2003 by and between the Board of Education (hereinafter referred to as the “Board”) and the Hudson County Area Vocational-Technical Education Association, (hereinafter referred to as the “Association”).

ARTICLE 1

PRINCIPLES

Section 1. Attainment of the objectives of the educational programs conducted in the schools of the district requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel and non-instructional personnel.

Section 2. This agreement is negotiated in order to establish for its duration the terms and conditions of employment of all members of the staff employed in the classifications set forth in Article 2 attached hereto and made a part hereof.

Section 3. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this agreement or of policies or regulations of the Board and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.

Section 4. The Board and the Association, the parties to the agreement, accept the provisions of this agreement as commitments that they will cooperatively and in good faith honor, support and seek to fulfill.

Section 5. Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other within reasonable time, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority to act.

Section 6. It is understood that the attached language changes for each article in the collective bargaining agreement will be made a part of the collective bargaining agreement upon ratification by both parties. All terms and conditions

not specifically modified herein will continue as part of the newly drafted collective bargaining agreement. Salary guides will be mutually developed by the Board of Education and the Association.

ARTICLE 2

RECOGNITION

Section 1. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all administrative personnel under this contract, to be employed by the Board for the duration of this agreement.

Section 2. Unless otherwise indicated, the term “Instructional Administrators” when used hereinafter in this agreement shall refer to all staff appropriately certified by the State of New Jersey, Department of Education for the position they hold and who are represented by the Association in the negotiating unit as above defined. Instructional Administrator shall include but not be limited to the following:

1. Principal
2. Assistant Principals
3. Instructional Directors
4. Education Site Administrator

Section 3. There are non-instructional administrators who are also included within this bargaining unit including but not limited to:

1. Supervisor of Transportation
2. Assistant Supervisor of Transportation
3. Director of Federal Funding
4. MIS Team Leader
5. Human Resources Team Leader
6. Technology Coordinator

ARTICLE 3
MODIFICATION OF AGREEMENT AND
NEGOTIATION OF SUCCESSOR AGREEMENT

Section 1. The Board agrees to enter into negotiations with the legally designated bargaining agent of the administrators over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this agreement expires. Any agreement negotiated shall apply to all administrators, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

Section 2. During negotiations, the Board and the Association of their respective representatives, shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the Hudson County Schools of Technology, as provided in Article 5, Section 1 of this agreement.

Section 3. Neither party in any negotiations shall have any control over the negotiating representatives of the other party.

Section 4. Meetings:

- a. Representatives of the Board and the Association's negotiating committee shall meet as needed for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

- b. The party requesting the meeting shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
- c. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the administrators involved are free from assigned responsibilities, unless otherwise agreed.
- d. Should a mutually acceptable amendment to this agreement be agreed to by the parties, it shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

Section 5. Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to the employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any administrator, benefits existing prior to its effective date.

Section 6. This agreement incorporates the entire understanding between the parties on all matters which were or could have been the subject of negotiation. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within knowledge or contemplation either or both of the parties at the time they negotiated or executed this agreement.

Section 7. Administrators shall be invited to make recommendations as to the implementation of programs developed out of Federal or State grants, subject to restrictions and/or limitations in the guidelines or conditions set forth in the grant.

Section 8. The Board shall notify the Association of receipt of certification and date of delivery of funds.

Section 9. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this agreement with any organization

other than the Association for the duration of this agreement. The Board and the Association also agree that all negotiations shall be conducted in private and that reasonable confidentiality be maintained by both parties.

Section 10. This agreement shall not be modified in whole or in part by the parties except by the instrument in writing duly executed by both parties.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a claim by an administrator or the Association based upon interpretation, application or violation of this Agreement, policies or administrative decisions affecting an administrator or group of administrators.
2. An ‘aggrieved person” is an employee, employees, or the Association, directly affected by a grievance.
 - a. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with his immediate supervisor, and having a grievance adjusted without participation of the Association, provided the adjustment is not inconsistent with the terms of this agreement.

C. Procedure

1. 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 specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance may be exhausted prior to the end of the school year or as soon thereafter as practicable.
3. Level One – Immediate Supervisor

An administrator with a grievance shall first discuss it with his or her immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If after such discussion, the matter is not resolved to the satisfaction of the administrator within five (5) school days, he/she shall present his complaint in writing to the Superintendent. The Superintendent shall communicate his or her decision to the administrator in writing within five (5) school days after the receipt of the written complaint

4. Level Two – Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after written presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) school days after the decision at Level

One or ten (10) school days after the grievance was first presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools. The appeal to the Superintendent shall be in writing and shall set forth the grounds upon which the grievance is based. The Superintendent shall meet with the aggrieved person within ten (10) school days of receipt of the appeal if the teacher so requests. The Superintendent shall render his decision within ten (10) school days after the conclusion of such conference or conferences or twenty (20) days after receipt of the written appeal, whichever is sooner. Such decision shall be in writing to the aggrieved person and the Immediate Supervisor.

5. Level Three – Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Superintendent, he/she may, within five (5) school days after a decision by the Superintendent or twenty-five (25) school days after the grievance was delivered to the Superintendent, whichever is sooner, request a review by the Board, such review shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. Within fifteen (15) days after receiving the request, the Board shall review the grievance, hold a hearing with the aggrieved person, if requested by the letter, and render its decision in writing to the administrator and to the Secretary of the Board of Education within ten (10) school days after the hearing, or fifteen (15) school days after receipt of the request for a review, whichever is sooner.

6. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) school days, after the grievance was delivered to the Board, he may, within five (5) school days, after a decision to the board or twenty (20) school days after the grievance was delivered to the Board whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance within fifteen (15) school days after receipt of a request by the aggrieved person. If the Association determines that the grievance is not meritorious and should not be submitted to arbitration by the Association, the aggrieved person, individually, shall have the right to submit his grievance to arbitration within fifteen (15) days after receipt of notice from the Association that it will not pursue his grievance to arbitration. A copy of the Association's notice to the aggrieved person shall be served upon the Board. In the event the aggrieved person request arbitration without the Association's approval, the Association shall not be responsible for any costs incurred in pursuing the grievance.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Association or the aggrieved person pursuing his grievance without Association approval shall petition the American Arbitration Association/PERC for a list of arbitrators. The parties shall then be bound by the rules and procedures of the American Arbitration Association/PERC in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representative of the Board and the Association and shall hold hearings promptly and shall issue a decision. The arbitrator shall have the right to frame issues when either party cannot agree on the issues, and shall not issue awards which are in violation of law or public policy,

nor shall he issue awards which are outside the scope of the grievance definition contained herein, or which may violate the terms of this agreement. The determination of the arbitrator shall be binding. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of a hearing room, if any, shall be borne equally by the board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Right of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an administrator is not represented by the Association, the Association shall have the right to be present.
2. The parties in interest may call upon competent professional or lay representatives and consultants, including members of the administrative and supervisory staffs, to attend meetings for which provision is hereinabove made, and to participate in the discussions there at.

E. Miscellaneous

1. If, in judgment of the Association, a grievance affects a group or class of administrators, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
2. Where a group or class of administrators presents a grievance, it shall submit with its grievance a request a list of the individual employees who are its members and the names of the persons who will represent the group or organization at all proceedings herein outlined.
3. Decisions rendered at Level One which are unsatisfactory to the

Aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel files of any of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

E. Amendment to Procedures

1. This procedure may be amended upon mutual agreement of the Board and the Association provided that any such amendment shall not apply to or affect any grievance which shall be pending at the time of the adoption of such amendment.

ARTICLE 5
ADMINISTRATORS' RIGHTS

Section 1. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. As a duly selected board exercising governmental power under the laws of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage or deprive any administrator the enjoyment of any rights conferred by Chapter 123, public laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States, that it shall not discriminate against any teacher with respect to hours, wages or any terms and conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates' collective negotiations with the Board, and his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 2. Nothing contained herein shall be construed to deny or restrict any teacher or the Board such rights as they may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to administrators herein under shall be in addition to those provided elsewhere.

Section 3. No administrator shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. The Board shall notify any employee prior to the filing of any formal charges against him or her, or, in the event that notification is difficult under the circumstances, the Board shall make every effort to notify the individual prior to such filing of charges. This

provision should not apply in the case of the non-renewal of a non-tenured administrator. In the event that notification is by mail, notification shall be complete upon the Board's obtaining a receipt of mailing from the Post Office.

Section 4. Whenever any administrator is required to appear before the Superintendent or his designee, Board or any committee member, representative or agent thereof concerning any matter which could adversely affect the salary or any increments pertaining thereof, then he or she shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise him or her and represent him or her during such meeting or interview. Any suspension of an administrator pending charges shall be with pay.

Section 5. No administrator shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

Section 6. The administrator shall have the authority in the area of his assignment, provided his actions to not conflict with sound educational principles or existing law.

Section 7. Any criticism by a supervisor, administrator, or board member of an administrator and his or her performance shall be made in confidence and not in the presence of students, parents or other public gatherings.

ARTICLE 6
ASSOCIATION RIGHTS AND PRIVILEGES

Section 1. The Board agrees to make available to the Association in response to reasonable requests from time to time all available information concerning the educational programs and the financial resources of the district, including but not limited to: class size, number of specialists, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group administrator health insurance premiums and experience figures, names of all administrators, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the administrators, together with information which may be necessary for the Association to process any grievances or complaint. Regarding such requests for information: they shall be made by advance written notice to the Secretary of the Board; they shall not interfere with normal office procedure of the Board of Education; no records shall leave the Board of Education offices; and the expense of duplicating any data shall be borne by the Association.

Section 2. Whenever any representative of the Association or any administrator participates during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss of pay.

Section 3. Representatives of the Association, the Hudson County Education Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business in school buildings or on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and provided that a one

(1) week notice be given to the Superintendent and approval be obtained from the Board.

Section 4. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings provided that this shall not interfere with or interrupt normal school operations, and provided that a one (1) week written notice be given through the Superintendent and approval obtained from the Board President or Vice President. The chief school administrator of the building shall be notified two (2) days in advance of the time and place of all such meetings and permission shall not be unreasonably withheld.

Section 5. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment if not otherwise in use, excluding copy machines. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and damage to said equipment through use.

Section 6. The Association shall have the right to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board subject to the suppliers' approval.

Section 7. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge and teacher's room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be reasonably designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building supervisor, but not approval shall be required.

Section 8. The Association shall have the right to use, within reason, the inter-school mail facilities and school mail boxes as it deems necessary and with the approval of the buildings' principals or other members of the administration and that approval shall not be unreasonably withheld. This provision is inapplicable to bulk mail.

Section 9. The Board shall grant leave with pay to the President of the Association or another officer designated by him during his term of office. Said combined leaves are not to exceed ten (10) days in a single school year. The purpose of such leave is to attend conferences and conventions of N.E.A. and N.J.E.A. and other meetings important to the Hudson County Area Vocational Technical Education Association business and educational goals for the Hudson County Schools of Technology. Additional leave may be granted at the discretion of the Superintendent, upon written request stating the reason for additional leave.

Section 10. The Association shall be invited to reasonably participate in all orientation programs for new administrators as required.

Section 11. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the administrators and to no other organization.

Section 12. The Association, through its President at his home address, shall receive advance written notice of the full agenda for:

- a. The Board of Education's monthly public meetings at least three (3) days in advance; said agenda is subject to last minute changes;
- b. Negotiation meetings of the Association and the Board, or between their respective representatives, if the Board calls such meetings.

Section 13. The Board shall provide the Association, wherein an Association president is employed, with adequate office space, desk and telephone at a location and of a description to be mutually agreed upon.

Section 14. The Board and the Association agree to answer each other's written inquiries.

Section 15. The Board agrees to deduct 85 percent of the usual union dues for non-members excluding those not covered under the recognition clause.

ARTICLE 7
ADMINISTRATOR'S WORK YEAR / HOLIDAYS

Section 1. Work Year

- a. The work year for administrators shall not exceed two hundred twenty two (222) days.

- b. The work year for administrators shall include vacation time and the following holidays:

HOLIDAY SCHEDULE FOR A SCHOOL YEAR

- 1. Independence Day
- 2. Labor Day
- 3. Columbus Day
- 4. Election Day
- 5. NJEA Teacher's Convention
- 6. Veteran's Day
- 7. Thanksgiving Day
- 8. Day after Thanksgiving
- 9. Christmas Eve
- 10. Christmas Day
- 11. New Year's Eve
- 12. New Year's Day
- 13. Week between Christmas & New Year's
- 14. Martin Luther King Day
- 15. President's Day
- 16. Good Friday
- 17. Easter Monday
- 18. Week after Easter
- 19. Memorial Day

ARTICLE 8
ADMINISTRATIVE HOURS

Section 1. The work week shall be five (5) days and hours as listed below inclusive of a one hour lunch break.

Principal	37 ½ Hours
Assistant Principal	37 ½ Hours
Education Site Admin.	37 ½ Hours
Instructional Director	37 ½ Hours
Supervisor of Transportation	40 Hours
Assistant Supervisor of Transportation	40 Hours
Director of Federal Funding	35 Hours
MIS Team Leader	35 Hours
Human Resources Team Leader	40 Hours
Technology Coordinator	40 Hours

It is the responsibility of administrators to attend meetings called by the Superintendent, the Board, parent meetings, or other meetings in connection with their work.

Section 2. Lunch Periods

- a. Administrators shall have a daily duty-free lunch period.
- b. Administrators may leave the building without requesting permission during their scheduled duty-free lunch periods. They must sign the log book if they leave the building for any reason.

Section 3. Meetings

Administrators may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings three days (3) days each month, or at the request of the Superintendent of Schools for the purpose of completing related professional duties.

Section 4. Lateness Policy

A \$25 per day penalty will be imposed for every lateness in excess of 25 days during the school year.

ARTICLE 9
ADMINISTRATOR EMPLOYMENT

Section 1. Placement on Salary Schedule

- a. Each administrator shall be placed on his proper step of the salary schedule as of the beginning of the fiscal year. Any administrator employed prior to February 1st of any school year shall be given full credit for one year of service toward the next increment step for the following year.
- b. Incremental steps for previous work experience and/or military service on all administrator's pay guides shall be so fixed when each employee is initially hired and additional steps thereafter shall be given for each year served in this district only.
- c. Administrators with previous work experience in the district, shall upon returning to the system, shall receive full credit on the salary guide for all outside relevant work experience, military experience, Peace Corps, Vista and time spent on Fulbright or other Scholarship. Administrators with previous experience in the district who have not been engaged in other teaching or the activities listed above shall, upon returning to the system, be restored to then next position on the salary guide above that at which they left, provided they left after March 1st of the last active school year of service in the district. Those persons who left between December 1st and February 28th of the last active school year shall, at the discretion of the Superintendent, weighing such factors as length of service, reason for leaving, etc. be placed at either the same position or the next position on the salary guide.
- d. Non-tenured Instructional Administrators shall be notified on their contract and salary status for the ensuing year no later than May 15th.

ARTICLE 10
SALARIES

Section 1. The salary of each administrator covered by this Agreement is set forth in Salary Guides which are attached hereto and made a part hereof.

All Administrators

For all administrators hired after July 1, 1998, there shall be:

- 5% longevity: After ten years of district service
- 10% longevity: After fifteen years of district service

Section 2. Method of Payment

- a. All administrators shall be paid in twenty-four (24) equal semi-monthly installments.
- b. Pay checks are to be available prior to lunch hour on or before the fifteenth (15th) and the end of each month.
- c. When a pay day falls on or during a school holiday, vacation or weekend, administrators shall receive their pay checks on the last previous working day.

Section 3. Previous Sick Leave Accumulation

- a. Previously accumulated unused sick leave days shall be restored to all returning administrators.
- b. Unused sick leave days accumulated from other school districts shall be accepted as provided in NJSA Title 18A.

Section 4. Any administrator employed prior to January 1st of any school year shall be given full credit for one (1) year service toward longevity for the following year. Employees employed after January 1st but prior to June 30 shall not benefit from longevity credit for that year.

All administrators will receive twenty-three vacation days.

ARTICLE 11
VACANCIES

Section 1. Notification of Vacancies

- a. No later than May 1st of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following year.
- b. Administrators who desire a change in the assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the assignment to which the administrator desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1st.
- c. As soon as practicable, and no later than the last day of school, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all administrators who have been reassigned or transferred (whether voluntary or involuntary) and the nature of such reassignment or transfer.
- d. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual administrator shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If an administrator's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position to which the administrator can be transferred or an adequate replacement for the administrator

cannot be obtained. If more than one administrator has applied for the same position, the determination as to which administrator shall receive it shall be made by the Superintendent. If the administrator is not satisfied with the Superintendent's decision, he may appeal the decision through the grievance procedure set forth herein.

ARTICLE 12

PROMOTIONS

Section 1. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility. All vacancies in promotional positions, including programs funded by the Federal Government solely within the control of the Board, shall be adequately publicized by the Superintendent in accordance with the following procedure:

- a. When school is in session, a notice shall be posted in each school, in no event less than ten (10) school days, but no more than thirty (30) calendar days before the final date when applications must be submitted. If any injustice occurs as a result of this abbreviated posting period, the time period for posting shall revert to thirty (30) school days. A copy of said notice shall be given to the Association at the time of posting. Administrators who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limits specified in the notice and the Superintendent shall acknowledge promptly in writing a receipt of all applications. A list of all such applicants shall be sent to the Association.
- b. The qualifications, the position, its duties and the rate of compensation, shall be clearly set forth. The qualifications set forth

for a particular position shall not change when such future vacancies occur unless the Association has been notified in advance of such change and the reasons therefore. A disagreement over the necessity for such changes shall be subject to grievance procedure set forth in this Agreement. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

Section 2. Appointments

- a. All qualified administrators shall be given adequate opportunity to make applications and no position shall be filled until properly submitted applications have been considered. The board agrees to give due consideration to professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preferences shall be given to qualified administrators already employed by the Board.
- b. Appointments shall be made not later than ninety (90) days after the notice is posted in the schools or the giving of notification to the interested administrator. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building, and a list will be given to the Association indicating which positions have been filled by whom.
- c. Section 1, paragraph A sets forth the period for timely applications.
- d. Salary Adjustments: All temporary and acting positions must adhere to promotional procedure described herein and carry the same reimbursement/compensation rates as now exist.

ARTICLE 13
ADMINISTRATOR EVALUATION

Section 1. Non-tenured Administrators

- a. Non-tenured administrators shall be evaluated by their immediate supervisors at least three times in each school year, to be followed in each instance by a written evaluation report and by conference between the administrator and the immediate supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improvement. The responsibility for evaluation shall be shared by the immediate supervisor.

Section 2.

- a. All monitoring or observation of the work performance of an administrator shall be conducted openly and with full knowledge of the administrator. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.
- b. Administrators shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction, and/or persons presently employed in this capacity, or other persons agreed to by the Association.
- c. An administrator shall be given a copy of any evaluation report or rating prepared by his or her evaluator before it is submitted to the central office or placed in the administrator's personnel file. No administrator shall be required to sign a blank or incomplete evaluation.
- d. Every supervisor has the duty to observe formally and evaluate an Administrator if requested to do so.

Section 3. Evaluation Procedure

- a. Prior to any evaluation report, the immediate supervisor of an administrator shall have had appropriate communication with said administrator regarding his/her performance as an administrator.
- b. Evaluation reports shall be presented to each administrator by his/her immediate supervisor in accordance with the following procedures.
 - 1. Such reports shall be issued in the name of the immediate supervisor based on a compilation of reports and observations by any supervisors or personnel who come into contact with the administrator in a supervisory capacity.
 - 2. Such reports shall be addressed to the administration.
 - 3. Such reports shall include, when pertinent: strengths of the administrator as evidenced during the period since the previous report, weaknesses of the administrator during the period since the previous report. Specific suggestions as to measures which the administrator might take to improve his/her performance in each of the areas wherein weakness has been indicated.

Section 4. Personnel Records

- a. An administrator shall have the right, upon request, to examine and duplicate the contents of his/her personnel file.
- b. No material derogatory to an administrator's conduct, service, character or personality shall be placed in his or her personnel file unless the administrator has had an opportunity to review the material. The administrator shall acknowledge that he or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreements with the contents thereof. The administrator shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

- c. Although the board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available to the administrator's inspection.
- d. Final evaluation of an administrator upon termination of his or her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such administrator after severance, otherwise than in accordance with the procedure set forth in this article.

ARTICLE 14
FAIR DISMISSAL PROCEDURE

Section 1. On or before May 15th of each year, the Board shall give each non-tenured administrator continuously employed since the preceding September 1st either:

- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board or the Association, or
- b. A written notice that such employment shall not be offered.

Section 2. Any non-tenured administrator who receives a notice of non-employment may within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the administrator in writing within five (5) days after receipt of such request.

Section 3. Any non-tenured administrator who has received such notice of non-employment and statement of reason may, if he or she is not satisfied, file a grievance to commence at Level Two (2) and shall not go beyond Level Three (3).

ARTICLE 15
COMPLAINT PROCEDURE

Section 1. Any complaints regarding a administrator made to any member of the administration or by any parent, student or other person which does or may influence evaluation of an administrator or interfere with a administrator's rights shall be processed according to the procedure outlined below.

Section 2. The immediate supervisor shall meet with the administrator to apprise the administrator of the full nature of the complaint and they shall attempt to resolve the matter informally.

Section 3. The administrator shall have the right to be represented by the Association at meetings or conferences regarding such complaint.

Section 4. Procedure

Step 1: In the event a complaint is unresolved to the satisfaction of all parties, the administrator may request a conference with the complainant to attempt to resolve the complaint.

Step 2: Any complaint unresolved under Step 1, at the request of the administrator, shall be reviewed by the supervisor in an attempt to resolve the matter to the satisfaction of all concerned.

Step 3: Any complaint unresolved at Step 2 may be submitted, in writing by the complainant or the administrator, to the supervisor who shall forthwith forward a copy to the Superintendent or his designee and the complainant.

Step 4: Upon receipt of the written complaint, the Superintendent or his designee shall confer with all parties. The administrator shall have the right to be present at all meetings of the Superintendent or his designee and the complainant.

Step 5: If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the administrator, he shall forward the results of his investigation along with his recommendation, in writing, to the Board and a copy to all parties concerned.

Step 6: After receipt of the findings and recommendations of the Superintendent or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

Step 7: Any Board action taken under Step 6 may be submitted by the administrator to the grievance procedure as set forth in Article 4 of this Agreement and shall commence at Level "4".

Step 8: Any appeals taken by administrative and instructional employees are to be directed to the Superintendent of Schools. Any appeals taken by non-instructional employees are to be taken to the School Business Administrator.

ARTICLE 16
SICK LEAVE

Section 1 All administrators shall be entitled to seventeen (17) days, which shall include three personal days each school year as of the first official day of said work year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

- a. After any one school year, for absences in excess of eleven (11) work days plus all credited accumulations, deductions shall be made at the rate of one-half $\frac{1}{2}$ substitute pay per work day according to the following schedule: Up to twenty (20) years of service, thirty (30) days. Administrators shall be given a written accounting of accumulated sick leave days no later than July 15th each year.

Section 2. Absence

- a. In cases of absence due to personal illness, it shall be the duty of the Medical Director, when so directed by the Superintendent, to visit the administrator and fully inform himself of the nature and severity of the illness, and to report the result of his investigation to the Superintendent.
- b. In the event that the Medical Director shall report that all or any part of the absence is not due to personal illness, the employee shall be suspended with loss of full salary for a period of one (1) month, and upon repetition of the offense, may be dismissed.
- c. In the event that the Medical Director shall report that the illness is not sufficiently severe to justify the absence, full deduction of salary shall be made for such part of said absence as is deemed by him to be unwarranted.
- d. In all cases of absence due to personal illness continuing for five (5) continuous school days or five (5) calendar days in a

given thirty (30) day period, the board may require a note from the employee's physician that they are cleared to return to work.

Section 4. Incentive Compensation

All administrators, upon layoff, resignation or retirement, shall receive compensation for all unused sick leave days, accumulated from the beginning of employment as follows:

- a. Lump sum payment – one-half (1/2) of one (1) day's pay for each unused sick leave day, up to one hundred (100) days then full pay for any accumulated days over 100. One (1) days pay is defined as one-two-hundred-fortieth (1/240) of the administrator's final annual salary or;
- b. Accelerated retirement – the administrator may retire on a date which would facilitate consuming each unused sick leave day while compensation payments are made at the rate described above.
- c. In the event of death before retirement or resignation, the administrator's estate shall receive the lump sum payment according to the appropriate formulas described above.
- d. There will be no pay out for accrued sick time upon termination of an administrator for just cause.

Section 5. Sick Leave Incentive Plan

Any administrator who does not take any sick days during the school year shall receive a **\$400.00** one time bonus.

Any administrator who takes only **one sick day** shall receive a **\$350.00** one time bonus.

Any administrator who takes only **two sick days** shall receive a **\$300.00** one time bonus.

Any administrator who takes only **three sick days** shall receive a **\$250.00** one time bonus.

Use of sick days and family illness days **shall count** against the employee in calculating the sick leave incentive.

Any employee **using more than three (3) types of these days** in any combination shall be ineligible for the sick leave bonus. The above bonus shall be paid in July.

Any administrator who begins work after the start of the school year shall participate in this incentive program on a pro-rata basis.

SICK INCENTIVE ADDENDUM 7/1/2003: The sick leave incentive for all employees shall be increased by \$150 per year for each of the four years of this contract. This applies to “0” days out only. For this to take effect each year, the number of employees who become eligible must increase. This would apply only if an increase is realized in each year otherwise the payout would remain static for that year.

USE OF SICK LEAVE AND FAMILY ILLNESS DAYS SHALL COUNT
AGAINST THE EMPLOYEE IN CALCULATING THE
SICK LEAVE INCENTIVE BONUS

ARTICLE 17
TEMPORARY LEAVE OF ABSENCE

Section 1. Administrators shall be entitled to the following paid leave of absence each school year:

- a. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours, subject to approval by the Superintendent whose approval shall not be unreasonably withheld. Written application to the administrator's supervisor (copy to the Superintendent) for personal leave shall be made at least three (3) days before taking such leave, except in the case of emergencies. Unused personal days shall be cumulative as sick leave.
- b. Up to two (2) days each for the purpose of visiting other schools and attending meetings or conferences of an educational nature subject to approval of the Superintendent. Approval shall not be denied but for just reason. Request shall be made in writing to the Superintendent.
- c. Time necessary for attendance at legal proceedings directly related to the HCST or employment therein, and any other matter where the employee is required by law to attend, provided the lawsuit is not self-initiated. The request is subject to approval and shall be accompanied by a legal subpoena or notice of jury duty.
- d. Up to five (5) days at any one time in the event of the death of a administrator's mother, father, sister, brother, spouse, child, grandchild, *grandparent, or any other member of the *immediate* household. Up to three days for employees father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, *aunt, *uncle, niece or nephew. One day for cousin

and any other relative outside the immediate family defined above. *For employees side of family. In the event of the death of an administrator in the district, the supervisor of said administrator shall grant an appropriate number of administrators sufficient time off to attend the funeral.

e. Family illness leave shall be up to three (3) days at full pay in any one year. Family illness will include serious illness (as defined) for: spouse, child, parent, grandparent and any other individual for whom you have full responsibility or resides in your home. Your supervisor may request documentation. **This will count against the sick incentive.** Serious illness means an illness, injury, impairment or physical or mental condition which requires:

- Inpatient care in a hospital, hospice, or residential medical faculty; **or**
- Continuing medical treatment or continuing medical supervision by a health care provider; **or**
- illness or injury of an acute nature and sudden onset which requires that immediate attention and care be provided until the crisis has passed.

f. Time necessary for personnel called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be filled on days when school is not in session. An administrator shall be paid his or her regular pay in addition to any pay which he or she receives from the State or Federal Government.

g. Up to two (2) days each for five (5) representatives of the Association to attend conferences and/or conventions of state and national affiliate organizations. A copy of the agenda and a written report shall be submitted to the Superintendent within one (1) week of the conference or convention.

- h. Time necessary for recuperation from an accident in the performance of duties as an employee of the Board of Education.
- i. Other leaves of absence with pay may be granted by the Board for good reason, and the maximum number of temporary leave days for cases cited above may be extended at the discretion of the Board.
- j. Leaves pursuant to Section 1 above shall be in addition to any sick leave to which an administrator is entitled.

ARTICLE 18
EXTENDED LEAVE OF ABSENCE

Section 1. The Board agrees that up to two (2) administrators designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years each for the purpose of engaging in activities of the Association or its affiliates.

Section 2. A leave of absence without pay up to two (2) years shall be granted to any administrator who joins the Peace Corps, Vista, or accepts a Fulbright or other Scholarship.

Section 3. Military leave without pay shall be granted to any administrator who is inducted in any branch of the armed forces of the United States for the period of said service and three (3) months after, or three (3) months after recovery of wounds or sickness at time of discharge.

Section 4. Maternity

- a. The Board shall adhere to State mandated regulations regarding maternity leave.

- b. The Board and the Association agree to conform with the current civil rights decisions in the courts now and/or on appeal.

Section 5. Other leaves of absence without pay may be granted by the Board for good reason. The maximum number of any extended leave of absence for cases cited above may be extended at the discretion of the Board.

Section 6. Return from Leave

- a. Upon return from leave granted pursuant to Section 2, 3 or 4 in this Article, an administrator shall be considered as if he or she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he or she would have achieved if he or she had not been absent. An administrator shall not receive increment credit for time spent on a leave granted pursuant to Sections 1 and 5 of this Article.
- b. All benefits to which an administrator was entitled at the time his or her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility shall be restored to him or her upon his or her return, and he or she shall be assigned to the same position which he or she held at the time said leave commenced, if available or, if not, to a substantially equivalent position.
- c. All extensions or renewals of leave shall be applied for in writing and the decision shall be rendered in writing. Leaves of absence without pay are also without board payments for group medical benefits and the Teachers Pension and Annuity Fund or Public Employees Retirement Fund of New Jersey.

ARTICLE 19
SABBATICAL LEAVES

Section 1. A sabbatical leave may be granted to an instructional administrator by the Board for study, including study in another area of specialization, for travel, for rest, or for other reasons of value to the school system.

The following activities will be considered appropriate:

- a. Formal study. A minimum of 6 points or credits per semester in the individual's own field or work or closely related field.
- b. Schedule of educational travel, planned in consultation with the Superintendent.

Section 2. Sabbatical leave may be granted subject to the following conditions:

- a. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of one (1) instructional administrator and one (1) non-instructional administrator at any one time. Applications shall be given preference according to relative years of service and the value of the proposed use of leave to the school system.
- b. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and Superintendent, no later than October 1st, and action must be taken on all such requests no later than March 1st of the school year preceding the school year for which sabbatical leave is requested.
- c. All instructional administrators must have completed at least seven (7) full years of service in the Hudson County Schools of Technology in order to be eligible for a sabbatical for the purpose of study. An instructional administrator must have completed at least ten (10) full school years of service in this district in order to be eligible for a sabbatical for the purposes of educational travel. An instructional or

non-instructional administrator must have completed at least twenty (20) full school years of service in this district in order to be eligible for a sabbatical for the purpose of rest.

- d. An administrator on sabbatical leave for a full school year shall be paid by the Board at one-half (1/2) of the salary which he or she would have received if he or she had remained on active duty. The salary shall be paid in the same manner and at the time that salaries are paid to other members of the administrative staff. The Board shall pay the administrator full pay if the sabbatical leave is for one-half (1/2) the school year.
- e. Upon return from sabbatical leave, an administrator shall be placed on the salary schedule at the level which he or she would have achieved had he or she remained actively employed in the system during the period of his or her absence.
- f. Upon return from a sabbatical leave, an administrator may be returned to at least the same position and the same school to which he or she was assigned when such leave was taken.
- g. Service on sabbatical leave shall count as active service for the purposes of retirement, and contributions to the Teachers Pension and Annuity Fund of the State of New Jersey shall be continued.
- h. Payment for health insurance, contributory life insurance, credit union and/or other items authorized by the administrator shall also be continued while said administrator is on sabbatical leave.
- i. Prior to sabbatical leave, an administrator shall sign a letter of agreement to insure his or her return for at least two (2) full years.
- j. All sabbatical leaves granted for study must be documented by the college or university the instructional administrator is attending. A minimum of six (6) credits for each semester will be required. A doctoral thesis is allowed.
- k. Subsequent sabbatical leaves may be granted to instructional administrators as follows: one for each seven (7) years of continuous

service following the first sabbatical leave subject to the conditions listed above.

ARTICLE 20

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Section 1. In our rapidly changing society, administrators must constantly review curricular content, teaching methods and material, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of administrator performance and attitudes. The Board and the Association support the principle of continuously training the administrator and the improvement of instruction.

Section 2. Within any one (1) week, an administrator who shall so request shall be granted at least thirty (30) minutes of counseling with his immediate supervisor.

Section 3. Every administrator should keep abreast of the constantly changing content, methods, materials and objectives in modern education.

Section 4. The Board agrees to implement the following:

- a. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an administrator is required and/or requested by the administration to take, exclusive of courses, etc., taken for increment credit.
- b. To cooperate with the association in arranging inservice courses, workshops, conferences, and programs designed to

improve the quality of instruction. Whenever feasible and practicable, in-service programs shall be conducted during the in-school administrator work day if administrator attendance is required.

- c. To encourage administrator participation in the recruitment of administrative applicants from a variety of university, college background and other experiences.
- d. To appropriate funds for a summer in-service program for professional development.
- e. To work toward the establishment of a grant program to make funds available to administrators interested in designing and implementing innovative educational ideas and techniques. The aim and purpose of this Section shall be to encourage creative and innovative administrators to experiment in order to better meet the educational goals of the Hudson County Schools of Technology .

Section 5. Release Time: The Board agrees to grant release time to and to provide financial assistance to defray costs for administrators attending educationally beneficial conferences, provided that such attendance at conferences receives prior approval of the Board in accordance with the following procedures:

- a. Application for release time and financial assistance shall be made by the Board on forms to be provided by the Board to review the request prior to the scheduled date of the conference.
- b. Applications are to be submitted to the Board through the Superintendent who shall indicate on the application whether or not he deems the proposed conference educationally beneficial.

- c. In the event that the Board of Education shall not meet in session with sufficient time to pass on such applications, then and in that event, the Superintendent of Schools or Board Secretary shall have the right to issue an emergency approval of attendance for such conferences.
- d. The Board reserves the right to reject applications for attendance at educationally beneficial conferences in the event that funds appropriated for such activities have been exhausted.
- e. An administrator shall notify the Superintendent in writing no later than June 30th if he expects to have accumulated sufficient credits to be advanced to another salary level for the ensuing year. An administrator who has a degree conferred as of June 30th shall be advanced to the proper salary schedule for that degree for the ensuing year.
- f. Tuition reimbursement shall be given for all graduate credits with prior approval of the Superintendent of Schools. Administrators will be reimbursed for the cost of graduate tuition up to the equivalent cost of a three credit course at Rutgers University Graduate School of Education, for each course taken.

ARTICLE 21

PROTECTION OF ADMINISTRATORS, STUDENTS AND PROPERTY

Section 1. Administrators shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well being. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately to develop mutually acceptable programs to guarantee the safety of students, administrators and property.

Section 2. Administrators should be aware of their responsibility and duties regarding the use of physical force with students according to New Jersey State Law 18A.

Section 3. Whenever any action is brought against an Administrator before the Board or before the Commissioner of Education of the State of New Jersey which may affect his or her employment or salary status, the Board of Education shall reimburse him or her for the cost of his or her defense if the action is dismissed or results in a final decision in favor of the administrator. This section applies when the action is brought about by any person other than the Board.

Section 4. Assault:

- a. The Board shall give full support, including legal and other assistance, for any assault upon the administrator while acting in the discharge of his or her duties.
- b. If criminal or civil proceedings are brought against an administrator alleging that he or she committed an assault in connection with his or her employment, such administrator may request the Board to furnish legal counsel to defend him or her in such proceeding and the Board shall furnish same.

- c. When absence arises out of or from such assault or injury, the administrator shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.
- d. The Board shall reimburse an administrator for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of his or her employment.

Section 5. Reporting Assaults

- a. Administrators shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor.
- b. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the administrator for information in the possession relating to the incident or the persons involved, and upon the advice of the Board's attorney, shall act in appropriate ways as liaison between the administrator, the police and the courts.

Section 6. A school nurse shall be scheduled to be in each building for the entire school day as heretofore defined in this Agreement.

Section 7. The Board shall reimburse administrators for any loss, damage or destruction of clothing or personal property of the administrator while on duty in the school, on the school premises or on a school-approved activity, provided such loss is not due to the administrator's negligence or his or her intentional or malicious action.

ARTICLE 22
INSURANCE PROTECTION

Section 1. The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each administrator and in cases where appropriate for family-plan insurance coverage. Each employee shall have full insurance coverage after 45 days of continuous service. Provision of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- Hospital service plan
- Medical-surgical plan
- Major medical coverage
- Prescription Plan
- Dental Plan
- Vision Plan
- Well baby Care
- Annual physical examination
- Pre-certification authorization
- Second surgical opinion

- a. For each administrator who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage in accordance with the regulations of the carrier.

Section 2. 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 Association. Premiums shall be paid by the retiree.

Section 3. The Board shall provide to the administrator a description of the health-care insurance coverage as provided by the carrier.

ARTICLE 23
PERSONAL AND ACADEMIC FREEDOM

Section 1. The personal life of an administrator is not an appropriate concern for attention of the Board except as it may directly prevent the administrator from performing properly his or her assigned functions during the workday.

Section 2. Academic freedom shall be guaranteed to administrators, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject only to accepted standards of moral, legal, ethical and educational responsibility.

Freedom of individual conscience, association and expression will be encouraged and fairness of procedures will be observed.

ARTICLE 24
DEDUCTION FROM SALARY

Section 1. The Board agrees to deduct from the administrators' salaries money for local, state and/or national association services and programs as said administrators individually and voluntarily authorize the Board to deduct and transmit the moneys promptly to such associations. Any administrator may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

Section 2. Payroll Deduction

- a. The Board agrees to deduct from the salaries of its administrators dues for the Hudson County Area Vocational-Technical Schools Education Association, the Hudson County Education Association and the New Jersey Education Association or National Education Association or any one or any combination of such associations as said administrator individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15 (9) (e) and under rules established by the State Department of Education. Said moneys, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Hudson County Area Vocational-Technical Education Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate association or associations.
- b. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues

shall give the Board written notice prior to the effective date of such coverage.

Section 3. The Board of Education will make provisions for U.S. Savings Bonds deductions for interested employees. The payroll department will make the deduction.

ARTICLE 25

MISCELLANEOUS PROVISIONS

Section 1. This agreement constitutes Board policy for the term of said agreement and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as Board and Association policy.

Section 2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to the contrary to law, than such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall be in full force and effect.

Section 3. Any individual contract between the Board and an individual administrator, heretofore or hereafter executed, shall be subject to this agreement and if such contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

Section 4. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination and the hiring, training, assignment, promotion, transfer or discipline of an administrator or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

Section 5. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this agreement, either party shall do so by telegram or certified letter at the following addresses:

- a. If by the Association, to the Board at 8511 Tonnelle Avenue, North Bergen, New Jersey, 07047.
- b. If by the Board, to the Association at the home of the President.

Section 6. The reimbursement for the required use of personal vehicles for school business is currently .36 per mile.

Section 7. The Board of Education shall develop an Employee Assistance Program in conjunction with its Association.

Section 8. It is understood that the attached language changes for each article in the collective bargaining agreement will be made a part of the collective bargaining agreement upon ratification by both parties. All terms and conditions not specifically modified herein will continue as part of the newly drafted collective bargaining agreement. Salary guides will be mutually developed by the Board of Education and the Association.

ARTICLE 26

VACATIONS FOR TWELVE MONTH ADMINISTRATIVE EMPLOYEES

Section 1. Each twelve month Administrator shall be entitled to vacation with pay at an annual rate of pay such employees are receiving at the time such vacation is actually taken. Administrators will receive twenty three (23) vacation days. Whenever possible, seniority in the choice of vacations shall prevail.

A “use it or lose it” policy will hereinafter be implemented in respect to vacation time. Administrators can carry over their vacation time for a maximum of one (1) year only. Any employee who wishes to carry over beyond one year must get approval from either the Superintendent or Assistant Superintendent.

ARTICLE 27
SENIORITY AND JOB SECURITY

Section 1. School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated school district seniority only if he:

- a. Resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.
- b. Is laid off for more than thirteen (13) consecutive calendar months.

Section 2. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the non-instructional administrator shall have the right to bump individuals with less seniority and on a salary guide with a lower step one (1) than the guide the so affected non-instructional administrator is on.

- a. At least three (3) days before being laid off, said employee shall be informed of all vacancies for the purposes of giving him/her an opportunity to fill such vacancy. If he requests appointment to such vacancy, he shall be assigned hereto.
- b. In the event that there is no such vacancy, the District shall furnish to each laid off employee, before the three day period, information as to the positions that he/she may fill based upon the above criteria.
- c. In the event of involuntary transfers to a lesser paying job due to a reduction in force, then his/her pay will be frozen for a period of ninety (90) days and he/she will be included in the new bargaining unit. In addition thereto, in the event of involuntary

transfers for reasons other than reductions in force, to a lesser paying job, pay will be frozen for an additional one hundred eighty (180) days. After the ninety (90) day period of frozen salary and after the one hundred eighty (180) day period of frozen salary as mentioned above, each employee will receive the appropriate salary for his or her position as provided in the salary guide for that job title or job classification.

- d. In the event of voluntary transfers to a lesser paying job the lower pay scale will apply.
- e. Each appointed employee who is displaced shall similarly have three (3) days from the date of notice of his displacement to exercise his seniority rights, as set forth above.

Section 3. Displaced appointed employees who have accepted assignments to vacancies in classifications lower than the classifications they held immediately prior to the occasions which resulted in their displacing other employees shall be entitled to follow procedures as outlined in this agreement.

Section 4. In the event that, within one (1) year from the date of his/her lay-off, a vacancy occurs in the classification of his last appointment from which he/she was laid off, a laid off employee shall be entitled to recall thereto in the order of his seniority.

Section 5. Notice of recall shall be addressed to the employee's last address appearing on the records of the school district by certified mail, return receipt requested. Within three (3) days from receipt of such notice of recall, the employee shall notify the Superintendent, in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to work, he shall forfeit all of his seniority and all

rights to recall. If he indicates that he desires to return to work involved in the recall notice, then he shall report for such work within five (5) days from the date he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Superintendent or his designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.

Section 6. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have his accumulated seniority to the date of layoff.

Section 7. Five (5) days notice of layoff shall be given to appointed employees involved, except where the appointed employee with the least seniority is displaced under Section 5 thereof.

Section 8. An employee who is discharged or laid-off shall have seven (7) calendar days within which to file a written grievance under Article 4 hereof. In the event that no written grievance is filed within said time, the lay off or discharge shall be final and the employee shall have no recourse through the grievance procedure or otherwise.

Section 9. All notices for job opportunities within negotiation unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each job opportunity shall be sent to the Association.

ARTICLE 28
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003 and shall continue in effect until midnight June 30, 2004. This Agreement shall be a one (1) year agreement.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing upon agreement of the Association and the Board.

In witness whereof, this Agreement has been duly executed as of the day and year above written.

**HUDSON COUNTY AREA VOCATIONAL-TECHNICAL
EDUCATION ASSOCIATION**

By: _____

Witnessed: _____

Date: _____

**BOARD OF EDUCATION OF THE
HUDSON COUNTY SCHOOLS OF TECHNOLOGY**

By: _____

Witnessed: _____

Date: _____

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until midnight June 30, 2007. This Agreement shall be a three (3) year agreement.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing upon agreement of the Association and the Board.

In witness whereof, this Agreement has been duly executed as of the day and year above written.

**HUDSON COUNTY AREA VOCATIONAL-TECHNICAL
EDUCATION ASSOCIATION**

By: _____

Witnessed: _____

Date: _____

**BOARD OF EDUCATION OF THE
HUDSON COUNTY SCHOOLS OF TECHNOLOGY**

By: _____

Witnessed: _____

Date: _____