1079

AGREEMENT

Be tween

THE HOPATCONG BOARD OF EDUCATION

Sussex County

New Jersey

and

HOPATCONG ASSOCIATION OF SCHOOL ADMINISTRATORS

An Affiliate Of
SCHOOL ADMINISTRATORS AND SUPERVISORS ORGANIZING COMMITTEE, AFL-CIO
1976 thru 1979

1 3 1978

RUIGERS UNIVERSILY

ARTICLE I

RECOGNITION

A. Pursuant to N.J.S.A. 34:13A-5.4 et. seq., the Hopatcong Board of Education, here-inafter referred to as the "Board," recognizes the Hopatcong Association of School Administrators, hereinafter referred to as the "Association," as the exclusive negotiating representative for collective negotiations concerning the terms and conditions of administrators' employment for the unit described herein, including:

Principal - elementary and secondary
Assistant Principal
Director of Guidance
Psychologist

B. Unless otherwise indicated, the term "Administrator," when hereinafter used in this Agreement shall refer to all employees in the bargaining unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations in accordance with the rules and regulations as adopted by the State of New Jersey Public Employment Relations Commission.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

- A "grievance" is a claim based upon an event or condition which affects the
 welfare and/or terms of conditions of employment and/or the interpretation,
 meaning or application of the provisions of the contractual agreement between
 the Board of Education and an aggrieved person.
- 2. An "aggrieved" person is the person or persons making the claim.
- 3. A "party in interest" is the person or persons making the claim and any one person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
- 4. The counting of days for time limits shall commence at midnight of the day the grievance is received.

B. PURPOSE

- 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 the welfare of, or terms and conditions of employment of employees.
- Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the immediate supervisor of the administrator.

C. PROCEDURE

Time Limits

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 a mutual written agreement.

ARTICLE_III - GRIEVANCE PROCEDURE (continued)

C. PROCEDURE (continued)

2. Informal

An administrator with a grievance shall first discuss it with his immediate supervisor with the objective of resolving the matter informally.

3. Formal

If the aggrieved person is not satisfied with the disposition of his grievance through informal procedure, he shall file the grievance in writing with the Superintendent. The Superintendent will render a written decision within five (5) school days after receipt of the written presentation of the grievance. A copy of the grievance must be filed with the Association.

4. Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance by the Superintendent, or if no written decision has been rendered within five (5) school days after the grievance was delivered to the Superintendent, he may request in writing that the Association submit his grievance to the Board. If the Association determines that the grievance is meritorious it may submit the grievance to the Board within fifteen (15) school days after receipt of a request by the aggrieved person.

5. Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his grievance by the Board or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education, he may within five (5) school days after a decision by the Board of Education or fifteen (15) school days after the grievance was delivered to

ARTICLE III - GRIEVANCE PROCEDURE (continued)

C. PROCEDURE (continued)

Arbitration (continued)

the Board of Education, 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 to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

- (b) Within twenty (20) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- *Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be

ARTICLE III - GRIEVANCE PROCEDURE (continued)

C. Procedure (continued)

Arbitration (continued)

submitted to the Board and the Association and shall be final and binding on either party unless previously agreed to by the Association and the Board.

(d) 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 the hearing room shall be borne equally by the Board and the party making the claim. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF ADMINISTRATORS TO REPRESENTATION

1. Administrator and Association

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 and to state its views. After the Association has stated its views, the Association member will leave unless requested to remain by the aggrieved member.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason or such participation.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

E. MISCELLANEOUS

1. Written Decisions

Decisions rendered by the Superintendent which are unsatisfactory to the aggrieved person and all decisions rendered by the Board or through arbitration 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.

2. Separate Grievance File

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 file of any of the participants.

3. Forms

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.

This shall be accomplished within twenty (20) school days after the agreement is signed.

4. Meetings and Hearings

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.

ARTICLE IV

ADMINISTRATORS' RIGHTS

- A. Pursuant to N.J.S.A. 34:13A-5.4 et. seq., the Board hereby agrees that all administrators shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and administering the agreement. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by N.J.S.A. 34:13A-5.4 et. seq., or the Constitutions of New Jersey and the United States; that it shall not discriminate against any administrator with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any term or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he may have under New Jersey School Laws or other applicable New Jersey laws and regulations.
- C. Whenever any administrator is required to appear before the Superintendent,

 Board of any committee or member thereof concerning any matter which may seriously and imminently adversely affect the continuation of the administrator in his office, position or employment or the salary or any increments pertaining thereto, he shall be entitled to have a representative present to advise him and/ or represent him during such meeting or interview. When a decision has been rendered by the superintendent or committee of the Board of Education which adversely affects the major employment considerations of an administrator, the administrator involved shall have the right to appeal to the Board within ten days of said decision. The Board shall hear said appeal and the Board will communicate its decision to the administrator within ten (10) days of the receipt of the appeal or the hearing, if any, whichever is later. The decision of the

ARTICLE IV - ADMINISTRATORS' RIGHTS - (continued)

C. - (continued)

Board is final and may not be the subject of a grievance under Article III.

ARTICLE V

BOARD'S RIGHTS

The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, assign, promote and direct employees covered by this agreement, or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the schoool district except as may be specifically provided by the language of this agreement.

ARTICLE VI

INSURANCE PROTECTION

- A. As noted in Sections 1, 2 and 3 below.
 - The Hopatcong Board of Education will provide coverage equal to or better than the 1975-76 Blue Cross, Blue Shield, Rider J and Major Medical contract.
 - . 2. The Board of Education will annually select the insurance carriers.
 - 3. For each employee 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 commencing July 1st and ending June 30th. When necessary payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

B. <u>Description</u> to Administrators

A description of the insurance coverage shall be furnished to the administrators in accordance with present policy by October 1st.

C. Dental Insurance

The Board agrees to provide the same per capita contribution for dental insurance beginning with the 1977-78 school year as will be provided for all other district employees. This per capita contribution will remain the same for both the 1977-78 and 1978-79 school years. Any additional expense beyond the per capita contribution by the Board of Education will be the responsibility of the individual employee.

D. PERSONAL LIABILITY INSURANCE AND LEGAL REPRESENTATION

The Board will provide the same personal liability insurance currently provided for members of the Board to administrators, pursuant to the policy in existance on July 1, 1976. In addition, administrators will be furnished the same legal representation as that representation provided to members of the Board.

ARTICLE VII

PROFESSIONAL IMPROVEMENT

- A. The Board recognizes that a program of quality education depends upon staff members who accept responsibility and are primarily interested in a program of self-improvement and advancement. To encourage and promote the growth and training of professional personnel, the Board will reimburse professional staff memvers for 75% tuition expense and 100% registration fees. Courses must be approved by the Superintendent in accordance with the following criteria:
 - 1. Each course must be within the scope of the staff member's professional certificate or must be in the area of general professional development which is deemed by the superintendent to be valuable in improving professional performance of the staff member.
 - 2. No reimbursement will be given for courses taken to fulfill the requirements for provisional and emergency certificates or for advanced degrees in fields other than that which a staff member is now working unless such courses are specifically recommended by the superintendent for the good of the school system.
 - 3. All requests by administrators for approval of courses must be channeled through the building principal to the superintendent as follows:
 - (a) requests for Fall Semester courses, not later than October 18th
 - (b) requests for Spring Semester courses, not later than February 18th
 - (c) requests for Summer Semester courses, not later than July 18th
 - Requests for reimbursement received after the above mentiond date will not be considered.
 - 5. Reimbursement for approved courses will be paid to professional staff members as follows:
 - (a) approved Fall Semester courses, paid February 18th

ARTICLE VII - PROFESSIONAL IMPROVEMENT - (continued)

A. (continued)

- 5. (cont'd)
 - (b) approved Spring Semester courses, paid July 18th
 - (c) approved Summer Semester courses, paid October 18th

A Statement of final passing grade attained (no grade lower than a "C" or its equivalent will be acceptable) and receipt for tuition and registration fee payment must be submitted along with the business office voucher requesting reimbursement. Vouchers and receipts must be submitted along with the business office voucher requesting reimbursement. Vouchers and receipts must be fowarded to the business office at least seven days prior to the payment dates listed above.

- 6. Since the reimbursement for professional staff improvement is provided for the benefit of the students and schools of Hopatcong Borough, no reimbursement will be made for courses taken by staff members who do not receive contracts for the following year or by staff members who for any reason indicate that they are leaving the system.
- B. Administrators must have the Superintendent's approval prior to attending workshops and conventions. Reimbursement for expenses will be made only if prior Superintendent's approval for attendance was recommended to the Board.

ARTICLE VIII

HOLIDAYS

All administrators may be granted certain established holidays in the school calendar. Where workload permits and with concurrence of the Superintendent, this time may be takin if building coverage is provided and responsibilities of the administrators have been met. The decision of the Superintendent to grant holidays is final and may not be the subject of a grievance under Article III.

ARTICLE IX

VACATIONS

Administrators employed on a twelve month basis will receive twenty (20) working days as vacation in each school year except first year administrators who shall complete one full school year before accrual of vacation. The Board agrees that should a twelve (12) month professional employee be unable, due to professional responsibilities arising out of school district employment, to take all of his vacation during the summer months, then any unused vacation can be taken at a time during the regular school year, subject to the approval of the Superintendent.

ARTICLE X

LEAVES

A. TEMPORARY LEAVES OF ABSENCE

Accumulative

- to ten (10) sick leave days and two (2) personal days each school year as of the first official day of said school year, whether or not they report for duty on that day. At least three (3) days notice must be given of personal days.
 - (2) All administrators employed for twelve (12) months shall be entitled to twelve (12) sick leave days and two (2) personal days each school year as of the first official day os said school year, whether or not they report for duty on that day. At least three (3) days notice must be given of personal days.
- b. In the event of an emergency, the three day request period shall be waived by notification to attendance clerk prior to 7:00 a.m. of said day of absence.

 One additional personal day with pay shall be granted by the Superintendent upon receipt of adequate reasons for the additional personal time off required. Unused personal days and/or sick leave shall be accumulated from year to year with no maximum limit as sick leave.
- c. Additional personal leave may be granted without pay to any administrator who requires it. At least three (3) days notice must be given of same, except in the event of an emergency.

2. Transfer from Other Districts

Whenever the Board employs an administrator who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant full credit from the immediate previous district only.

3. Nonaccumulative

Nonaccumulative additional sick leave benefits shall be allowed to administrators as follows:

A. TEMPORARY LEAVES OF ABSENCE

Nonaccumulative (continued)

a. The administrator may be given the difference between his/her pay and a substitute's pay for each sick day over and above the total accumulative sick days. In the event of refusal, reasons for same will be forwarded to the employee by the Board of Education in writing.

4. Types of Leave

Administrators shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year; with the understanding that such leaves will be used for the purpose intended and not abused.

a. <u>Religious</u>

Three (3) paid religious holidays. Other religious holidays as per state list shall be granted without pay as per State law.

b. School Visitation

- i. With the approval of the Superintendent, two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- ii. Additional days may be granted at the discretion of the Superintendent.

c. Legal

Time necessary for appearances in any legal proceeding with the administrator's employment or with the school system, except those actions instituted by the employee against the Board.

d. Absence due to Death in the Immediate Family or Household

Absence due to a death in the administrator's or employee's immediate family or household shall be allowed with pay for the required period not to exceed four (4) school days.

A. TEMPORARY LEAVES OF ABSENCE (continued)

4. Types of Leaves (continued)

d. Absence due to Death in the Immediate Family or Household (cont'd)

The term "Immediate Family" shall include mother, mother-in-law, father, father-in-law, sister, brother, husband, wife and children.

Absence due to death of an administrator's grandparent shall be allowed with pay for the period not to exceed one (1) school day.

e. Temporary Military

Time necessary for person called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. Am administrator shall be paid his regular pay in addition to any pay which he receives from the State or Federal Government.

f. In the event of illness to the immediate family, that creates an emergency situation, any administrator may use up to five (5) days leave at the rate of their pay less substitute's pay, without reference to sick leave. Immediate family shall include parents, spouse and own children.

g. Good Cause

Other leaves of absence with pay may be granted by the Board for good reason.

5. In addition to Sick Leave

Leaves taken pursuant to Section 4 above, shall be in addition to any sick leave to which the administrator is entitled.

B. EXTENDED LEAVES OF ABSENCE

Association

The Board agrees that a tenure administrator designated by the Association may, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

2. <u>International and Federal Programs</u>

A leave of absence without pay of up to two (2) years shall be granted to any administrator who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship. Full credit shall be reflected on the salary guide, for educational experience only.

3. Outside Teaching

An administrator on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

4. Military

Military leave shall be granted without pay to any administrator who is inducted in any branch of the armed forces for the period of induction. A Similar leave may be granted to the administrator whose spouse is so inducted, and each case will be judged by the Board on its individual merit.

5. Maternity

a. Natural Birth

An administrator shall notify the superintendent in writing, of her

B. EXTENDED LEAVES OF ABSENCE (cont'd)

Maternity (cont'd)

pregnancy as soon as it is medically confirmed. Said administrator may go on maternity leave without pay commencing four (4) months prior to the anticipated date of birth or may remain as long as her doctor still thinks she is fit for duty. If the school physician deems her condition unfit for duty, both the Board and the Association will name a third doctor to settle the matter. The length of a maternity leave will be extended to only July 1st after the first birthday of the child. In the event that the administrator does not seek reinstatement by this date, the Board shall consider the leave terminated.

In the event of stillbirth or the death of the child, the administrator, if she so elects may return to her position when physically able to perform her duties, upon notice a week prior to her return. Upon the recommendation of the Superintendent and the approval of the Board, an administrator may leave at a later date or return at an earlier date than provided herewith.

Administrators whose leave of absence does not commence until after January 31, shall receive a full year's credit on the salary guide upon return.

b. Adoption

Any administrator adopting a child shall receive similar leave which shall commence upon his/her receiving de facto custody of the child, or earlier if necessary to fulfill the requirements of the adoption. An administrator on maternity leave may substitute in the Hopatcong School District in the area of his/her certification or competence.

ARTICLE X - LEAVES

B EXTENDED LEAVES OF ABSENCE

6. <u>Illness in Family</u>

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the administrator's immediate family. Upon the request of either party this section may be reopened for negotiations.

7. Political

The Board shall grant leave of absence without pay to any administrator to serve in an elected public office for a term not to exceed one (1) year except as provided by State Statutes.

8. Good Cause

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

9. Sabbatical Leave

A sabbatical leave for the purpose of study (full time student only) may be granted to an administrator by the Board of Education subject to the following conditions:

- (la) Sabbatical leaves may be granted to a maximum of one (1) administrator at any one time.
 - (1b) In the event that the maximum number of leave requests is exceeded, consideration will be given in accordance with the date of request from the first received to the last submission.
 - (2a) Requests for sabbatical leaves must be received by the Superintendent in writing no later than January 31 of the preceeding school year, unless the date is mutually agreed upon by the Board and the applicant.

 Decision will be rendered by the Board of Education on all such requests no later than April 10th of the preceeding school year.
 - (2b) In the event an administrator is selected as an alternate for a grant,

- B. EXTENDED LEAVES OF ABSENCE (cont'd)
 - Sabbatical Leave (cont'd)
 - (2b) (cont'd)
 - the final date for his sabbatical leave request will be extended until April 30, unless the date is mutually agreed upon by the Board and the applicant.
 - (3) The administrator must have completed at least seven (7) full years of service in the Hopatcong School District prior to submitting a request for sabbatical leave. No leave of absence other than a sabbatical leave granted by the Board of Education shall be deemed a break in continuity of service, but the period of such absences shall not be included as service in computing seven (7) consecutive years.
 - (4a) An administrator on sabbatical leave for a full school year shall be paid one hundred percent (100%0 of his total salary for that full year period. No reimbursement will be granted for tuition expense or registration fees.
 - (4b) An administrator on sabbatical leave shall be paid in the same manner as if employed in the school district. Upon returning from sabbatical leave, the salary shall be that negotiated by the Hopatcong Association of School Administrators reflecting an increase as if he had not been absent from service in the district. If the administrator qualifies for a higher designation on the salary guide, the proper transfer will be made. Adjustments will be made only during the month of September.
 - (4c) At the expiration of the leave, the administrator will be reinstated in the same or a comparable position (same school) to the one held at the time the leave was granted.

B. EXTENDED LEAVES OF ABSENCE

Sabbatical Leave (cont'd)

- (4d) The administrator shall agree to return to service in the Hopatcong Borough School District for a period of not less than two (2) school years after the sabbatical leave. The obligation upon return shall be waived in the event of death or physical disability on the part of the administrator. The latter may be certified by medical authorities selected by the Board of Education.
- (5) Upon being granted a sabbatical leave, the administrator shall sign an agreement requiring that within ninety (90) days following return from sabbatical leave, he shall submit a concise report of the results of his leave to the Superintendent. The report shall contain:
 - (a) an account of the activities during the leave;
 - (b) a statement of progress made on the sabbatical study program as proposed in the application together with an explanation of any significant charges made in the program;
 - (c) a statement of future activity related to the sabbatical leave study program, including plans for completion of the program or application of new knowledge.

All matters herein contained which are deemed to be in conflict with Title 18A and in all matters herein not mentioned, Title 18A shall govern sabbatical leaves and all amendments to Title 18A affecting sabbatical leaves shall become a part of these rules and regulations.

10. Return From Leave

a. <u>Salary</u>

Upon return from leave granted pursuant to section 2, 3, or 4, or 10 of

B. EXTENDED LEAVES OF ABSENCE (cont'd)

10. Return From Leave (cont'd)

a. Salary (cont'd)

the ARTICLE, an administrator 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. An administrator shall not receive increment credit for time spent on leave granted pursuant to Section 1, 6, 7, or 8 of this ARTICLE.

b. Benefits

All benefits to which an administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

11. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing, and the decision of the Board of Education is fifnal and shall be stated in writing.

ARTICLE XI

INCLEMENT WEATHER

If the schools are closed due to inclement weather, as determined by the Superintendent, the building administrators will be responsible to ensure that the building and grounds are inspected and are in satisfactory condition for the reopening of school.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. The Board of Education will make a commitment to allocate sufficient funds for the possible employment of an assistant principal at Tulsa Trail School for the 1976-77 school year. However, it is understood that the State aide budget reduction may negate the above.
- B. Copies of this Agreement will be reproduced by the Association and will be presented to all administrators. The Board shall share with the Association the cost of the reproduction.
- C. 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 in writing to the following addresses:
 - 1. If by Association, to Board:

Board Secretary

Box 1029

Hopatcong, New Jersey, 07843

2. If by Board, to duly elected President of the Hopatcong Association of School Administrators, at his home address.

ARTICLE XIII

VICE PRINCIPAL'S SCHOOL YEAR

The high school vice principal shall be extended a twelve month contract beginning July 1, 1976. All other vice principals shall be employed for ten months plus twenty working days during the months of July and August. For the twenty working days during July and August, a separate contract shall be drawn in the amount of 10% of the ten month contract.

ARTICLE XIV

SALARIES

- A. The 1976-77 salary shall be computed by increasing the present salary (1975-76) by 9.5%.
 - The 1977-78 salary shall be computed by increasing the 1976-77 salary by 8.3%. The 1978-79 salary shall be reopened for negotiation.
- B. Longevity increments of \$500.00 shall be awarded for ten (10) and fifteen (15) years of consecutive administrative service for Hopatcong Schools.

DURATION OF AGREEMENT

This agreement shall become effective as of July 1, 1976 and shall continue in effect until June 30, 1979 with the only exceptions being:

1. Salary guide shall be negotiated for the 1978-79 school year.

This Agreement constitutes the entire understanding of the parties and shall not be modified during its term except by mutual consent of the parties thereto and said modifications shall be in writing and attached hereto and part hereof.

Neither party is under any obligation during the term of this Agreement to negotiate as to any items covered by this Agreement, any items proposed during the negotiations, and any items which could have been proposed during the negotiations.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President, its Chairman of the Negotiating Committee, and its Secretary, and the Board has caused this Agreement to be signed by its President, its Chairman of the Negotiating Committee, attested by its Secretary and its seal placed theron.

HOPATCONG BOARD OF EDUCATION

BY:__

President

Chairman of Negotiating Committee

BY:

Secretary

HOPATCONG ASSOCIATION OF SCHOOL

ADMINISTRATORS

President

//.

Chairman of Negotiating Committee

DV.

Secre tary

DATED: 4-2-76

DATED:

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Hopatcong Board of Education and the Hopatcong Association or School Administrators have recognized the value of administrator's being members in certain professional organizations; and

WHEREAS, certain questions have arisen concerning professional memberships and professional meetings;

IT IS AGREED on this

day of

that:

- 1. The Board will reimburse each administrator for membership fees in professional organizations not to exceed \$150.00 per administrator.
- 2. The Board agrees to budget and allocate the sum of \$2,500.00 as reimbursement to administrators for payment of the cost of attending certain professional activities. Administrators shall be granted permission to attend relevant professional conferences, workshops, etc., at the discretion of the Superintendent. Reimbursement for said meetings shall be made from the \$2,500.00 on a pro rata basis by the Superintendent.
- 3. The decision of the Superintendent in administering the foregoing is final and not subject to the Grievance Procedure in Article III.

HOPATCONG BOARD OF EDUCATION

BY:

CHAIRMAN OF NEGOTIATING COMMITTEE

HOPATCONG ASSOCIATION OF SCHOOL ADMINISTRATORS

BY:

CHAIRMAN OF NEGOTIATING COMMITTEE