

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**HAZLET TOWNSHIP BOARD OF EDUCATION**

**and the**

**HAZLET TOWNSHIP EDUCATION ASSOCIATION**

**2009-2011**

Revised: August 6, 2009

## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 - RECOGNITION.....	2
ARTICLE 2 - NEGOTIATION PROCEDURES.....	2
ARTICLE 3 - GRIEVANCE PROCEDURE.....	5
ARTICLE 4 - EMPLOYEE RIGHTS.....	11
ARTICLE 5 - ASSOCIATION RIGHTS AND PRIVILEGES.....	12
ARTICLE 6 - TEACHING HOURS AND TEACHING LOAD.....	14
ARTICLE 6A - SECRETARIAL AND CLERICAL HOURS OF WORK AND OVERTIME.....	16
ARTICLE 7 - CLASS SIZE.....	16
ARTICLE 8 - EMPLOYMENT.....	17
ARTICLE 9 - SALARIES.....	17
ARTICLE 10 - SICK LEAVE.....	19
ARTICLE 11 - TEMPORARY LEAVES OF ABSENCE.....	20
ARTICLE 12 - EXTENDED LEAVES OF ABSENCE FOR TEACHERS.....	22
ARTICLE 13 - MISCELLANEOUS PROVISIONS.....	23
ARTICLE 14 - TEACHER EVALUATION.....	25
ARTICLE 15 - TEACHER PROMOTION POLICY.....	27
ARTICLE 15A - SECRETARIAL/CLERICAL PROMOTION AND VACANCY POLICY.....	27
ARTICLE 16 - PERSONAL AND ACADEMIC FREEDOM.....	28
ARTICLE 17 - SABBATICAL LEAVES FOR TEACHERS.....	29
ARTICLE 18 - SCHOOL CALENDAR.....	30

ARTICLE 19A - HEALTH-CARE INSURANCE PROTECTION.....	31
ARTICLE 19B - DENTAL INSURANCE PROTECTION.....	33
ARTICLE 19C - SECTION 125 - CAFETERIA PLAN .....	34
ARTICLE 20 - SPECIALISTS.....	34
ARTICLE 21 - EMPLOYEE ASSIGNMENTS .....	34
ARTICLE 22 - RESERVE MILITARY LEAVE.....	35
ARTICLE 23 - TEACHER VOLUNTARY TRANSFERS AND REASSIGNMENTS .....	36
ARTICLE 24 - TEACHER INVOLUNTARY TRANSFERS AND REASSIGNMENTS.....	37
ARTICLE 25 - PROFESSIONAL LIAISON COMMITTEE .....	37
ARTICLE 26 - COMPLAINT PROCEDURE .....	38
ARTICLE 27 - MAINTENANCE OF DISCIPLINE & CONTROL OF THE CLASSROOM.....	39
ARTICLE 28 - PROTECTION OF TEACHERS, STUDENTS, & PROPERTY .....	39
ARTICLE 29 - BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES.....	41
ARTICLE 30 - TEACHER FAIR DISMISSAL PROCEDURE, NON-TENURE.....	42
ARTICLE 30A - SECRETARIAL/CLERICAL WORK FORCE REDUCTION .....	43
ARTICLE 31 - DEDUCTION FROM SALARY.....	44
ARTICLE 32 - NON-ASSOCIATION PAYROLL REPRESENTATION FEE DEDUCTION .....	44
ARTICLE 33 - DURATION OF AGREEMENT.....	49

APPENDIX A - 2009-2010 TEACHERS SALARY GUIDE.....	i
APPENDIX B - 2010-2011 TEACHERS SALARY GUIDE.....	ii
APPENDIX C - INTENTIONALLY LEFT BLANK.....	iii
APPENDIX D - SECRETARIAL/CLERICAL 2009-2010 GUIDE.....	iv
APPENDIX E - SECRETARIAL/CLERICAL 2010-2011 GUIDE.....	v
APPENDIX F - INTENTIONALLY LEFT BLANK.....	vi
APPENDIX G - CO-CURRICULAR GUIDES AND STIPENDS.....	vii
APPENDIX H - EVALUATION RECORD .....	xi
APPENDIX I - GRIEVANCE FORM.....	xiii
APPENDIX J - TUITION REIMBURSEMENT.....	xvi

**PREAMBLE**

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

**WITNESSETH:**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Hazlet School District is their mutual aim and that the character of such education depends in part upon the quality and morale of the teaching service, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

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

## ARTICLE 1 - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following certificated personnel employed full-time by the Board:

Classroom Teachers  
Physical Education Teachers  
Music Teachers (Vocal)  
Music Teachers (Instrumental)  
Speech Correctionists  
Remedial Teachers  
Art Teachers  
Guidance Counselors  
Librarians  
Nurses  
Special Service Unit

In addition, the Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for secretarial and clerical employees now employed or to be employed by the Board except Executive Secretaries, work study students, and substitutes employed due to the absence of a member of the bargaining unit

B. Unless otherwise indicated, the term "Teachers" and/or "Secretaries" when used hereinafter in this Agreement, shall refer to these specific employees. The term "employee" shall refer to both teachers and secretaries represented by the Association in the negotiating unit as defined in Section A. References to male employees shall include female employees.

## ARTICLE 2 - NEGOTIATION PROCEDURES

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1975 in a good faith

effort to reach agreement on all agreed upon matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. The date may be extended by mutual agreement. Any Agreement so negotiated shall apply to all employees as hereinbefore defined, be reduced to writing, be signed by the Board, and the Association, and be adopted by the Board and the Association.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all pertinent records, data, and information of the Hazlet School District which are a matter of public record. Upon adoption, the Board shall provide the Association with a complete budget for the next fiscal year under the same terms and conditions as they are available to the general public.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that, subject to applicable law their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

- D.
1. Representatives of the Board and the Association's Negotiating Committee shall meet at the request of either party for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
  2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
  3. All meetings between the parties shall be regularly scheduled, whenever possible to take place when the

teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

4. Should the Board and the Association mutually agree to negotiate an amendment to this agreement, the amendment shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.
5. In the event that a successor agreement to this Agreement is not reached before June 30, 2011, employees shall not receive their incremental salary increases upon the expiration of this Agreement.

E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

F. This Agreement incorporates the entire understanding of 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 the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

H. Increase in State Aid - Whenever state and/or federal funds in addition to and/or in excess of those amounts previously anticipated for the fiscal year(s) covered by this Agreement have been appropriated, the Board shall so inform the Association within five (5) days of its notification of the amounts to be received in such subsequent state and/or federal appropriation, and entertain recommendations and/or proposals from the Association as to the manner in which such funds could be expended. The final disposition of these funds rests with the Board.



## **ARTICLE 3 - GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. A "grievance" is a claim which must be filed within fifteen (15) working days after the occurrence of an event or condition which affects the welfare and/or terms and conditions of employment or involving an employee or group of employees in the matter of the interpretation, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making claim.
3. A "party in interest" is the person or persons the claim and/or 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 the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is

not inconsistent with terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views with the consent of the aggrieved person.

C. PROCEDURE

1. Since it is important that a grievance 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 that 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 year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, where practicable, so that the grievance procedure may be exhausted to the end of the school year or as soon thereafter as is practicable.
3. Level One
  - a. An employee with a grievance at this level shall first discuss it with his principal or immediate superior, either directly or through a representative of the Association or he may be accompanied by any other representative of the Association or he may be accompanied by any other representative of the employee's choice.

b. In a situation where the immediate superior is a department head (chairperson) or his equal and the grievance cannot be satisfactorily resolved at this level within three (3) school days of its presentation, the grievance shall be presented to the building principal in writing. The principal shall render a decision in writing within five (5) days of its presentation.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no satisfactory decision has been rendered within eight (8) school days after presentation of the grievance, he may file a grievance in writing with the Chairperson of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR & R Committee) within five (5) school days after the decision at Level One or twelve (12) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson of the PR & R Committee or the aggrieved may refer it to the Superintendent of Schools.

5. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he shall, within fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that

the Chairperson of the PR & R Committee submit his grievance to the Board of Education. The PR & R Committee may submit the grievance to the Board of Education within fifteen (15) school days after receipt of the request. Failure to move the grievance to the Board of Education level within 15 calendar days, shall result in the grievance being abandoned. The Board shall respond within twenty (20) calendar days. Failure of the Board of Education to respond within the aforesaid twenty (20) calendar days, shall at the option of the PR & R Committee, advance the grievance to the arbitration level.

6. Level Four

- a. If the aggrieved person is not satisfied with the decision at Level Three, the party may within ten (10) calendar days request in writing to the PR & R Committee that arbitration procedure be initiated. Such request may be made by the PR & R Committee within twenty (20) calendar days. If no request is made, the grievance shall be deemed abandoned.
- b. The parties may designate a mutually acceptable arbitrator or within twenty (20) school days after such written notice of submission to arbitration, a request for a list of arbitrators shall be made to the Public Employment Relations Commission in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the PR & R Committee and hold a hearing promptly and shall

issue his recommendation 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 in writing on issues are submitted to him. The arbitrator's recommendation shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendations which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. Arbitration shall not be permitted of any grievance involving the non-renewal of a non-tenured employee. The recommendations of the arbitrator shall be submitted to the Board and the Association and shall be binding on the parties.

- d. The costs for the services of the arbitrator, shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring same.

D. RIGHT OF EMPLOYEE TO REPRESENTATION

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or by a representative of his own choice, or at his option by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state such

views as are relevant to the application or interpretation of this contract at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, any member of the PR & R Committee or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. If, in the judgment of the PR & R Committee, a grievance affects a group or class of employees, the PR & R Committee may submit such grievance in writing, to the Superintendent directly and the process of such grievance shall be commenced at Level Two. The PR & R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. 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 decisions and the reasons therefore and shall be transmitted promptly to all parties interested and the Chairperson of the PR & R Committee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6 (C) of this article.
3. All documents, communications and records dealing with the processing of a grievance shall be kept on file.
4. Forms for filing grievances, serving notice, 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.

5. 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 4 - EMPLOYEE RIGHTS**

A. Pursuant to N.J.S.A. 34:13A-1, et seq., the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates, as identified elsewhere herein for the purpose of engaging in collective negotiations and/or other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1, et seq., or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, as identified elsewhere herein, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided under applicable law.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, without just cause. Any such action by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any employee is required to appear for a formal hearing before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary of any increments pertaining thereof, he shall be given prior notice through the Superintendent of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

E. No employee shall be prevented from wearing pins or other identification of membership in the Association and its affiliates as identified elsewhere herein.

F. The teacher shall have the right and responsibility to determine grades and other evaluations of students within the grading policies of the Hazlet School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without consultation with the teacher.

#### **ARTICLE 5 - ASSOCIATION RIGHTS AND PRIVILEGES**

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgets, agendas and minutes of all Board meetings, census data and, upon authorization, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together



with information which may be necessary for the Association to process any grievance or complaint.

B. Whenever, with the approval of the Superintendent, an employee who represents the Association or any employee covered by the contract is scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

C. Representatives of the Association, N.J.E.A. and M.C.E.A., shall, with the approval of the Superintendent or his designee, be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

D. The Association and its representative shall have the right to use school buildings for meetings upon recommendation of the Principal and with the approval of the Board Secretary in accordance with established Board Policy and conditions for the use of school buildings after school hours, provided, however, that the principal shall have the right to waive the advance notice requirement.

E. The Association shall, with advance approval of the Principal, have the right to use certain school equipment at reasonable times, when such equipment is not otherwise in use. The Association shall provide its own materials and supplies incident to such equipment use and shall be responsible for repairs in the event of damage to such equipment as a result of such use.

F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty room.

G. The Association shall have the right to reasonable use of school mail boxes.

H. The Joint Committee for Educational Improvement shall recommend improved programs for orientation programs for new teachers. Teacher representatives on this Committee shall be designated by the Association.

I. The bargaining and related rights of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as

the exclusive representative of the employees, and to no other organization, and both parties shall be entitled to rely on this exclusive representation, with the sole exception of the use of building space through the application of normal Board Policy.

J. The Association may request released time for meetings when it relates to or promotes the general welfare of the Educational System. The final decision rests with the Superintendent upon consultations with the Administrative Staff and Board of Education.

K. The Board shall provide up to five (5) periods per week of released time to the president of the Association or his designee to perform his functions as Association representative in the enforcement of this Agreement. Said time shall be in addition to regularly scheduled preparation time and lunch period as provided in this Agreement.

L. Copies of this Agreement shall be printed in booklet form. The cost will be an equally shared expense of the Board and the Association.

#### **ARTICLE 6 - TEACHING HOURS AND TEACHING LOAD**

A. The Board and the Association recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that the teachers are entitled to regular time and work schedules on which they can rely in the ordinary course and which will be fairly and evenly maintained to the extent possible throughout the school system except in emergencies, and without prejudice to voluntary professional service above and beyond contract requirements.

B. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

C. The notice and agenda for any meetings shall be given to the teachers involved at least three (3) days prior to the meeting except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

D. The length of the teacher workday shall be six (6) hours and forty-five (45) minutes for elementary and middle school teachers and six (6) hours and fifty-five (55) minutes for high school teachers. The high school teachers instructional day shall consist of an average of two hundred forty (240) minutes per day, representing five (5) teaching periods of forty-eight (48) minutes in duration.

E. Classroom teachers shall, where feasible, in addition to their lunch period, have a daily preparation time during which they shall not be assigned to any other duties. Classroom elementary teachers will receive a total of five (5) preparatory periods per week. Elementary special teachers will receive an additional preparatory period bringing them to a total of five (5) preparatory periods per week provided ~~that~~ such scheduling does not require the Board of Education to hire additional staff.

F. Middle School teachers of grades 7 and 8 shall be given five (5) full preparation periods per week. Those Middle School teachers who cannot be scheduled for five (5) preparation periods shall be prospectively reimbursed at their hourly rate of pay.

G. All teachers shall be required to attend four (4) evening Parent Teacher conferences as assigned by the Administration and the last school day before Christmas vacation will be an early dismissal day. On the days of the Parent Teacher Conferences, early dismissal from school shall be observed.

H. All teachers shall be required to attend their assigned schools Back to School Night once each school year.

I. All teachers shall be required to attend a forty-five (45) minute monthly after-school faculty meeting, which shall begin no later than ten (10) minutes after the conclusion of the teacher's workday. At the discretion of the building/central administration, such faculty meeting may be utilized for professional development.

**ARTICLE 6A - SECRETARIAL AND CLERICAL**

**HOURS OF WORK AND OVERTIME**

A. The normal work week shall be from Monday to Friday, both inclusive, and shall be comprised of five (5) days of seven consecutive hours each, exclusive of lunch period, which shall be of one hour continuous duration as assigned by Supervisor.

B. The first hour of work performed beyond the normal work hours in any one day shall be compensated for at the straight time hourly rate. Work performed in excess of eight (8) hours per day or on Saturday shall be considered overtime and compensated for at time and one-half or one and one-half (1-1/2) the straight time hourly rate.

C. Any work required to be performed on Sunday, shall be considered overtime and compensated for at two (2) times the regular rate of pay.

D. In the event any secretarial or clerical employee is called back to work after the conclusion of that employee's normal assigned work schedule, the employee will be entitled to a minimum of four (4) hours pay at one and one half (1-1/2) times that employee's regular rate of pay.

**ARTICLE 7 - CLASS SIZE**

The number of students to be taught in a particular class is determined in part by the adequacy of the physical facilities and the nature of the course offered. It is realized that class sizes suggested by the New Jersey State Department of Education represent desirable goals. When the size of the class in relation to the size of the room exceeds a reasonable number, the Superintendent of Schools upon recommendation of the building Principal may request of the Board relief in some form, such as a teacher aide or paraprofessional.

## **ARTICLE 8 - EMPLOYMENT**

A. The Board agrees to make every effort to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment.

B. Each employee shall be placed on his proper step of the salary schedule as of the beginning of each school year.

C. The Board through its delegate, the Superintendent of Schools, shall retain full discretion pursuant to the Collective Bargaining Agreement to negotiate with new employees in the District their initial salary guide placement with respect to the amount, if any, of salary guide credit which the Board may determine to grant to new employees for previous private and/or public school district teaching experience.

D. The Board shall make every effort to notify teachers of their contract and salary status for the ensuing year no later than April 30.

E. **Probationary Period for New Secretarial and Clerical Employees -**

The first sixty (60) days of employment for all new secretarial and clerical employees will be considered a probationary period for purposes of this agreement. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

## **ARTICLE 9 – SALARIES**

A. The salaries of all employees covered by this Agreement are set forth in Appendices A, B, C, D, E and F which are attached hereto and made a part hereof. Teachers' salaries shall be subject to the provisions of Article 14, C.

B. Teachers

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
2. When a pay day falls on or during a school holiday vacation or weekend, every effort shall be made to distribute pay checks on the last previous working day.
3. Every effort shall be made to distribute teachers' final checks and the pay schedule for the following year on the last working day in June, providing all normal administrative requirements have been fulfilled by the teacher.
4. The salary of teachers who are employed under contract for less than a full year shall be computed by first dividing the annual salary by the number of days for the school year listed in Article 18, Section B to determine a daily rate and then multiplying the daily rate by the number of days covered by the contract.

C. Secretarial and Clerical Employees - Beginning July 1, 1989 those clerical employees with a minimum of five (5) years of service in the District shall be placed on a parallel step on the secretarial guide.

D. Employees shall have the option of direct deposit using methods and procedures as adopted and agreed upon by the Board and Association.

E. All final coaching stipend payments shall not be paid until there is the submission of a completed year-end report form, which must be approved by the Athletic Director of the District.

## ARTICLE 10 - SICK LEAVE

A. Sick leave is hereby defined to mean the absence from his or her post of duty of any employee because of personal disability due to illness, or exclusion from school by any authorized medical authority on account of a contagious disease.

B. By September 15th of each year, every employee is to receive a notice which tells how many sick days they have accumulated.

C. Teacher Sick Leave. All teachers employed shall be entitled to twelve (12) sick leave days each year as of the first day of said school year whether or not they report for duty on that day. Teachers who are hired after the school year begins shall be entitled to a pro-rated portion of the twelve (12) sick leave days. Unused sick leave days shall be accumulated from year to year with no maximum limit.

D. Secretarial/Clerical Sick Leave.

1. All twelve (12) month secretarial/clerical employees in the Bargaining Unit on staff as of June 30, 1985 shall be entitled to fourteen (14) days paid sick leave and the same shall be cumulative from year to year.
2. All secretarial/clerical employees in the Bargaining Unit hired on or after July 1, 1985 shall be entitled to twelve (12) days paid sick leave and those days shall be prorated. The same shall be cumulative from year to year.
3. During the first year of employment new secretarial/clerical employees may use unearned sick leave days up to the maximum that would be earned in the first year of employment provided:
  - a. At least one sick leave day has already been earned.
  - b. The illness is one where absence is required for a consecutive number of days.

- c. The employee returns to work within enough time to earn the number of sick leave days that have been used.

E. Retirement/Sick Leave.

1. Upon retirement only, a secretarial/ clerical employee shall be entitled to be paid \$30.00 per day for any accumulated sick leave days, to a maximum of \$6,000. Upon retirement only, a teacher shall be entitled to be paid \$55.00 per day for any accumulated sick leave days, to a maximum of \$12,000. Notification for retirement must be submitted to the Board of Education on or before December 1 of the school year prior to the date of retirement, so the funds can be budgeted and paid during the school year of retirement, or payment shall be deferred until July of the following school year.

**ARTICLE 11 - TEMPORARY LEAVES OF ABSENCE**

A. Personal Leave. As of the beginning of the school year, employees shall be entitled to a maximum of four (4) days per year for personal leave which, if unused, shall accumulate as sick leave days pursuant to Article 10.

1. Absence with pay may be permitted by the Superintendent under the personal leave provision for employee attendance at court because of a subpoena; or for marriage of a member of the immediate family as defined under Paragraph B below.
2. Whenever a teacher is absent to visit other schools or teachers for professional observation, attending a school



meeting, conference or convention, full salary shall be paid provided the absence is approved by the Superintendent, who will submit approval along with request for payment of a substitute to the Board Secretary.

3. Absence with pay may be allowed by the Superintendent for transactions involving a legal instrument (deed, mortgage, property title, etc.) or a court order. This absence shall be charged against the four (4) days as set forth above. The Superintendent's advance approval will be required.
4. Absence with pay may be allowed by the Superintendent for personal business. Such absence shall be charged against the four (4) days as set forth in Paragraph A above. Advance approval will be required.
5. Employees will be permitted to observe religious holidays without loss of salary. The absence shall be charged against the four (4) days as set forth above.
6. Other leaves of absence with or without pay may be granted by the Board for good reason.

B. Bereavement Leave. Employees shall be entitled to bereavement leave of up to four (4) days from the date of death per occurrence for the death of any member of the immediate family, including an employee's spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, and other members of the immediate household.

1. Employees may be absent from school duties without loss of pay for a period of one day for the death of others not defined above. Employee shall provide at least 24 hours notification to the Superintendent or his designee, except in

cases of emergencies. Employee shall also identify the person by name and relationship, i.e., John Smith, friend.

C. Leaves taken pursuant to Sections A & B above shall be in addition to any sick leave which the employee is entitled.

D. Jury Duty Leave - Secretarial and clerical employees who are called for jury duty shall be paid full base salary by the Board.

## **ARTICLE 12 - EXTENDED LEAVES OF ABSENCE FOR TEACHERS**

### A. Maternity

1. A leave of absence will be granted, without pay, for maternity reasons to any regularly employed female teaching staff member upon written request for such leave and certification of pregnancy by the employee's physician.
2. The leave may start when the teacher deems it advisable and extend for the remainder of the current school year. In the case of a tenure teacher said leave may include the following school year if the request for an extension is made by April 1 of the current year. The teacher must notify the Superintendent of her desire to return by April 1 of the year prior to her return.
3. In the case of non-tenure teacher the maternity shall not extend beyond the contract in which said leave was granted.
4. There is no compensation for maternity leave and no experience credit on the salary schedule granted for the period of maternity leave.
5. Any teacher granted maternity leave without pay according to the provisions of this section may at her discretion elect

to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same upon notification to the Superintendent in advance of her leave.

6. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Hazlet School District in the area of her certification or competence after the birth of her child.

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

C. All requests for extensions or renewals of leaves shall be applied for in writing. Approval or disapproval of such a request shall be applied for in writing.

D. Previously accumulated unused leave days will be returned to all returning teachers who were away on Board approved leaves of absence.

### **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

A. This agreement constitutes Board and Association policy for the terms of said Agreement, and the parties shall carry out the commitments contained herein and give them full force and effect.

B. If any provision of this Agreement or any application this Agreement to any employee or group of employees is held to be contrary to law in a court of competent jurisdiction, 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 continue in full force and effect.

C. Any individual contract between the Board and individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language

inconsistent with this Agreement, this Agreement during its duration, shall be controlling. Accordingly, each individual employee contract shall reflect the terms of this provision.

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

1. If by Association, to Board, at the Office of the Board Secretary, Hazlet, New Jersey.
2. In the event school is not in session, if by Board, to Association, then the address is the home of its President;
3. In the event school is in session, if by Board, to Association, then the address of the school building where Association President is assigned.

E. Secretarial and clerical employees will have the opportunity to attend the Hazlet Township Adult School at the same tuition rate as is established by the Board of Education to be paid by senior citizens to attend the adult school. However, this opportunity shall be on a "space available" basis and shall apply only to those course offerings which are not filled by enrollees.

## ARTICLE 14 - TEACHER EVALUATION

A. Principals are to keep all teachers informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standards of the school district.

B. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

C. An evaluation sheet (See Appendix H.) for every teacher is to be forwarded to the Superintendent by the respective Principal. A request for an extension of time regarding an individual's evaluation may be made by the Superintendent. Each Principal shall discuss the evaluation sheet with the individual teacher after the evaluation of an individual is completed. Every effort will be made to notify individual teachers of their employee status by the end of February. The status may be one of the following:

\_\_\_\_\_ Recommended for employment with or without increment

\_\_\_\_\_ Recommended not to be rehired

\_\_\_\_\_ More time is needed for consideration before final decision will be made.

In most cases teachers should be notified of their final evaluation by April 1st. The observation sheet, which constitutes the major factor upon which final evaluations are based, should be completed for non-tenure teachers at least three (3) times a year. The evaluation sheet to be completed for tenure teachers shall be at the discretion of the school Principals, within the scope of the Administration Rules and Regulations.

D. The Board of Education reserves unto itself the right to withhold for inefficiency, or other good cause, in the performance of any assignment, the employment increment or the adjustment increment of any person listed on any salary guide in any year of employment by a recorded roll call majority vote of the full membership of the Board of Education. If an increment is withheld, it shall be the duty of the Board of Education to give written notice of such action together with the reasons therefore, to the person concerned within ten (10) days after such action is taken. The

employee shall thereafter have such rights of appeal as are expressed in this Agreement and in the laws set forth by the State of New Jersey; N.J.S.A. 18A:29-14.

E. Evaluation reports shall be issued in the name of the immediate superior based upon a compilation of reports and observations by any or all supervisory personnel who come into contact with the teacher in a supervisory capacity. Such reports shall be addressed to the teacher and shall be written in a narrative form. Evaluation reports shall include, when pertinent:

1. Strengths of the teacher as evidenced during the period since the previous report.
2. Weaknesses of the teacher as evidenced during the period since the previous report and suggestions as to the measures which the teacher should take to improve his performance.

F. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive at Board expense copies of documents contained therein. A teacher shall have the right to have a representative of the Association accompany him/her during such review.

G. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review such materials. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding such signature is in no way indicative of his/her agreement with the contents thereof. The teacher shall have the right to submit a written answer or challenge the validity of such derogatory material. The answer or validity challenge shall be reviewed by the Superintendent or his designee and attached to the file copy of material in question.

H. 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 teacher for inspection.

I. No evaluation, report of conduct or other such instrument shall be based on information not available to the teacher in written form with the source of such information clearly indicated, as set forth in this provision.

### **ARTICLE 15 - TEACHER PROMOTION POLICY**

A. When a vacancy occurs in the school district, a job description and other details, such as requirements in the area of certification, length of contract, salary, where and how to apply and any other pertinent information shall be posted in each school office as well as on each teachers' room bulletin board.

1. Posting of such vacancies shall occur, when possible, at least thirty (30) school days before the final date when applications must be submitted, and in any event not less than fifteen (15) school days before such dates. In the event of a second or any subsequent posting, no more than fifteen (15) days will be necessary.

B. Those who qualify are interviewed by either or both the Principal and Superintendent, or his delegated agent.

1. A list of appointments shall be posted in all schools.

### **ARTICLE 15-A - SECRETARIAL/CLERICAL PROMOTION AND VACANCY POLICY**

A. If new jobs are created within the secretarial/clerical units subject to this agreement or if such vacancies occur in a higher rated position or if such promotions are to be made, and if two or more secretarial/clerical employees determined equally qualified by the Board apply for such position, seniority shall be the determining

factor in the selection of employees to fill such positions before any new employees are hired.

B. The Board agrees to post a notice of such new job, vacancy or promotion on the bulletin board for a minimum period of five (5) working days. Such notice shall contain a description of the job, the rate, cut off date for applications, and when the job will be available. Anyone subject to this agreement in order to be considered shall so indicate in writing to the Supervisor posting the notice.

C. In the event an employee covered under agreement is selected to fill such position, the employee and the H.T.E.A. shall be notified in writing of the employee's acceptance by the Board within three (3) days of such acceptance.

D. Any secretarial/clerical employee subject to this agreement selected to fill a new position or promotion to a position, of which is subject to this agreement, shall be granted a trial period of up to sixty (60) days. If it shall be determined by the Board during the said trial period that the promoted employee is for any reason not qualified to discharge the duties of the position to which he or she was promoted, the employee shall resume his or her former position or a position equivalent thereto. During the trial period the employee shall receive no increase in salary by reason of the promotion but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period. However, if the employee has equivalent experience in this district and has previously performed the specific higher rated position, such employee shall receive the higher rate immediately.

#### **ARTICLE 16 - PERSONAL AND ACADEMIC FREEDOM**

The Board and the Association mutually agree that there exists certain personal and academic freedoms guaranteed by the Constitution the United States and the laws of the State of New Jersey.



## **ARTICLE 17 - SABBATICAL LEAVES FOR TEACHERS**

A. The Superintendent may recommend sabbatical leave of absence of one (1) school year or one-half (1/2) school year for a teacher for study, or for travel of demonstrable benefit to the School District, and the Board may grant such leave at its sole discretion subject to the following conditions:

1. Sabbatical leaves may be granted to a maximum of one percent (1%) of the teachers at any one time.
2. Requests for sabbatical leaves must be received by the Superintendent, no later than April 1, and action must be taken on all such requests no later than June 1, of the school year preceding the school year for which the sabbatical leave is requested.
3. The teacher has completed at least seven (7) full school years of service in the Hazlet School District.
4. A teacher on sabbatical leave shall be paid by the Board at fifty percent (50%) of the salary rate which he would have received if he would have remained for the year.
5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
6. A teacher applying for such leave shall agree in writing to return to the School District for a period of two (2) years. The Board shall have the right to secure such agreement by Security Bond and the Board shall pay the premium of the Security Bond.

## ARTICLE 18 - SCHOOL CALENDAR

A. The Board agrees that the Association has the right of consultation in the preparation of the school calendar. A representative of the Association shall meet with the Superintendent of Schools when the school calendar is being prepared to offer suggestions as to its make-up.

B. The teachers work year shall consist of 184 days.

C. Notwithstanding section "B" above, the Board may, in its discretion, schedule a "new teacher orientation day", to be held before the beginning of the school year. This orientation day may be scheduled at the convenience of the Board and may be scheduled on or before September 1 of the upcoming school year.

D. The Board agrees to publish and promulgate the school calendar prior to the issuance of the individual teachers contract for the next year.

E. Holidays (Secretarial/Clerical Employees Only)

1. All holidays as indicated on the school calendar shall be observed by the secretarial/clerical employees with pay. In addition, July 4th and Labor Day shall be observed holidays for all 12 month employees.
2. In order to be eligible for Holiday Pay, an employee must work on the scheduled workday immediately preceding and following the holiday, unless sick or reasonably excused, and in the case of illness, a doctor's note may be required.

F. Vacations (Secretarial/Clerical Employees Only)

1. During the first year of employment, secretarial/clerical employees shall receive a pro-rated vacation period as follows: six (6) months, service as of July 1 equals one (1) week. Thereafter, the following schedule shall apply:

<u>Services as of July 1</u>	<u>Earned Vacation</u>
1 year	10 days
8 years	15 days
10 years	21 days

2. Completed years of service shall be calculated from July 1st of any year. Persons who join the unit prior to January 1st of any year shall be considered to have completed a year of service on the following July 1st, persons who join the unit between January 1st and June 30th of any year shall be deemed to have one year's completed service on July 1st of the following year for purposes of this section.
3. Employees must take vacations to which they are entitled within the year following the year in which it was earned. Vacations can neither be accumulated nor go back beyond that year.
4. All employees shall take their earned vacation on a schedule as approved by their supervisor and the Superintendent of Schools.

**ARTICLE 19A - HEALTH-CARE INSURANCE PROTECTION**

A. The Board shall provide the health care insurance protections designated below. The Board shall pay the full premium for each employee and in cases where appropriate a family-plan for comprehensive major medical coverage.

1. All active employees and their spouses who are covered under Part B of the Federal Medicare Program shall receive a refund on the basic amount paid for timely enrollment in Part B.
2. Effective July 1, 2009, all employees shall receive full family health insurance coverage under the Blue Cross/Blue Shield “point-of-service” (POS) Direct Access medical insurance coverage.
3. The Board shall provide each employee a description of the health-care insurance coverage provided under this ARTICLE which shall include a clear description of conditions and limits of coverage as listed above.
4. The health care insurance coverage shall include a non-binding mandatory second medical opinion for non-emergent surgery at no cost to employee or other covered individual.
5. Co-insurance payments by employees shall be \$10 for office/specialists, and \$50 for emergency room visits.

- B. The Board shall provide a prescription plan for each employee, known as Caremark. The Board shall pay the full premium for individual or family coverage, if applicable. The prescription plan has a \$6.00 for mail order, \$10.00 for generic drugs and \$20.00 for name brands copay provision at participating pharmacies and it is the responsibility of the individual employee to remit the copay portion of the plan.
- C. The Caremark prescription plan and the comprehensive major medical coverage described hereinabove shall not permit any "flow through" of the copay portion of the employee's payment to the major medical portion of insurance coverage.

#### **ARTICLE 19B - DENTAL INSURANCE PROTECTION**

The Board shall provide the dental insurance protection designated below. The Board shall pay the full premium for individual or full family coverage (subject to the conditions and limitations herein) for each employee. It is also understood that the dental insurance protection plan pays only 50% of covered services and it is the responsibility of the individual employee to pay the other 50% of the cost of the services.

1. Provisions of the dental-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and Association.
2. The dental insurance carrier shall be Delta.
3. The Board shall provide each employee a description of the dental-care insurance coverage provided under this ARTICLE which shall include a clear description of conditions and limits of coverage as listed above.

4. The total cost to the Board of Education for the dental insurance protection plan shall not exceed the rates in effect on June 30, 2011, in accordance the Board's obligations for payment as set forth above.

#### **ARTICLE 19C – SECTION 125 – CAFETERIA PLAN**

The Board shall establish a Section 125 Cafeteria Plan, pursuant to the rules and regulations of the Internal Revenue Service. Employees that waive their family health care and prescription insurance coverage shall be paid \$3,300 per year.

Employees shall have a right to opt out/in of Section 125 Plan each year by following these procedures. Requests for a waiver/inclusion must be submitted on or before May 1, in the school year prior to the waiver/inclusion. Payments for the waiver shall be made in two equal installments in September and February of the school year for which coverage is waived.

#### **ARTICLE 20 - SPECIALISTS**

The Board and the Association recognize the fact that an adequate number of competent specialists are essential to the operation of an effective educational program. Every effort will be made to employ qualified specialists.

#### **ARTICLE 21 - EMPLOYEE ASSIGNMENTS**

##### **A. Notification**

All teachers shall be given written notice of their class and/or subject assignments, and building assignments for the forthcoming year not later than

June 1. In the event changes are necessary after June 1, the teacher(s) shall be notified as soon as possible.

B. Assignment Criteria

In order to assure that pupils are taught by teachers working within their areas of competence, contracted teachers shall only be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Examiners.

C. Traveling Employees

1. Schedules

It shall be understood that traveling employees not have their lunch periods jeopardized by inter-school travel.

2. Expenses

Employees who are required to use their own automobiles in the performance of their duties shall be reimbursed for such travel at the rate of thirty-one (31 cents) per mile.

**ARTICLE 22 - RESERVE MILITARY LEAVE**

Employees obligated to serve in Military Reserve Corps or National Guard Units shall follow the procedure outline below when applying for leaves:

A. Sixty (60) days prior to E.T.A. at the training center for duty, a copy of letter addressed to the Military Reserve or National Guard Board of the respective service and duty area requesting deferment of training duty shall be submitted to the Superintendent of Schools.

B. The Superintendent shall submit, upon receipt of said letter, a letter to the same military board substantiating the request for the said deferment.

C. Should the deferment not be granted, the Superintendent shall make a request at the next succeeding Board of Education meeting that a Military Leave of Absence be granted to said employee in order to fulfill the employee's obligation.

D. Employees called for active reserve duty shall suffer no loss of pay or benefits for such periods, except as provided in Paragraph E.

E. Any employee who joins a Reserve Unit that requires an initial training period - the Board will not pay the employee for any part of this training period.

### **ARTICLE 23 - TEACHER VOLUNTARY TRANSFERS AND REASSIGNMENTS**

#### **A. Notification of Vacancies**

1. Date - As soon as he becomes aware of them, 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.

2. Filing requests - Teachers who desire a change in grade and/or subject 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 grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted within fifteen (15) calendar days of the posting.

### **ARTICLE 24 - TEACHER INVOLUNTARY TRANSFERS AND REASSIGNMENTS**



A. Notice

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than thirty (30) days prior to said transfer.

B. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the teacher and the Superintendent or his designate, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

C. Involuntary transfers may be made at any time by the Superintendent when in his best judgment the instructional objectives and best interest of the school district will be served thereby, provided the procedural provisions of this Article are adhered to.

D. In the event that a teacher objects to the transfer or reassignment and upon written request of the teacher, the Superintendent shall meet with the teacher. The teacher may have an Association representative present at such meeting.

**ARTICLE 25 - PROFESSIONAL LIAISON COMMITTEE**

A. Purpose

The purpose of the Committee shall be to strengthen the educational program through recommendation, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the students, the schools, and the community. The Committee may consider, but not be limited to, advising the Superintendent and the Association on such matters as curriculum improvements, teaching techniques, instructional organizational patterns,

experimentation, extra- curricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research, educational specifications for buildings, and other related matters regarding the effective operation of the Hazlet School District.

B. Membership

The Committee shall consist of one representative from each elementary school; two representatives from the high school, appointed by the Association and the Superintendent of Schools.

C. Meetings

The Committee shall meet at least once each month or when, so recommended by the Superintendent or the Association.

**ARTICLE 26 - COMPLAINT PROCEDURE**

Procedural Requirement

Any complaints regarding a teacher made to any member of the administration by a parent, student, or other person which are used in the evaluation of the teacher in any manner, shall be brought to the teacher's attention. The teacher shall have the right to be represented by the Association and/or its designated representative at any meetings or conferences regarding such complaint. Complaints based on hearsay or received from anonymous sources shall summarily be disregarded.

**ARTICLE 27 - MAINTENANCE OF DISCIPLINE & CONTROL OF THE CLASSROOM**

A. When in the judgment of a teacher, a student requires the attention of the Principal or other administrative authority and/or specialist, he shall go to his immediate superior and inform him of such needed attention. The Principal or immediate superior shall as soon as possible hold a conference among himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon the appropriate steps for its resolution.

B. When in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him to the Principal. In such cases the Principal shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following school day, a conference among himself, the teacher and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution. Such resolution may include consultation with the teacher, the principal, and other appropriate professional and/or lay persons, including the student's parents and/or guardians.

## **ARTICLE 28 - PROTECTION OF TEACHERS, STUDENTS, & PROPERTY**

A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

B. When an individual or group of individuals have reason to consider a condition related to their employment as being hazardous and/or unsafe, an immediate report of such condition or conditions shall be made to the building Principal. The building Principal shall submit to the Superintendent a report of said complaint along with recommendation to resolve the problem.

### **C. Reasonable Force**

As specified in 18A:6-1, a teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or

other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

D. Indemnity of Officers and Employees Against Civil Action 18:16-6

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher for act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses, and expenses.

E. Indemnity of Officers and Employees in Certain Criminal Actions 18A:16-6.1

Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

1. Teachers shall immediately report to their principal, or other immediate supervisor, cases of assault suffered by them in connection with their employment.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved.

3. The Board shall reimburse teachers for reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment. (The above shall hold true only if the teacher is not otherwise covered by personal insurance or Workmen's Compensation.)
4. In the event of any disorder or disruption in the regular school program the Board, the Administration and Staff shall act in accordance with Board policy in effect at the time of the disruption.
5. When absence arises out of or from such assault or injury, the teacher 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 as provided under the Workmen's Compensation Act.
6. The Board shall reimburse a teacher for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment.
7. Benefits derived under this or subsequent Agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any teacher when absence arises out of or from assault or injury, but shall be consistent with N.J.S.A. 18A:30-2.1.

**ARTICLE 29 - BOOKS AND OTHER INSTRUCTIONAL  
MATERIALS AND SUPPLIES**

Petty Cash

A petty cash fund shall be established in each building for use in purchasing incidental supplies for classroom instructional use. Expenditures from this fund shall be at the discretion of the teacher. The teacher shall be reimbursed upon presentation of a paid receipt for such expenditures to the Principal, provided it does not exceed thirty (30) dollars per school year.

**ARTICLE 30 - TEACHER FAIR DISMISSAL PROCEDURE,**  
**NON-TENURE**

A. Notification of Status

1. **Date** - On or before May 15 of each year, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30 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 as may be required by law or policies of the Board of Education, or:
  - b. A written notice that such employment will not be offered.
2. **Reasons** - Any non-tenure teacher who receives a notice of non-employment may within fifteen (15) calendar days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher in writing within thirty (30) days after receipt of such request.
3. **Informal Appearance** - Any non-tenure teacher who has received such notice of non-employment and statement of reasons shall be entitled to an informal appearance before

the Board provided a written request for an informal appearance is received in the office of the Secretary of the Board within ten (10) calendar days after receipt by the teacher of the statement of reasons. Such an informal appearance shall be scheduled within thirty (30) days from receipt of the Board's statement of reasons.

4. Board Determination - The Board shall issue its written determination as to the employment or non-employment of said non-tenure teacher for the next succeeding school year within three (3) days after the completion of the informal appearance.

B. Notification of Intention to Return

If the teacher desires to accept such employment, he or she shall notify the Board of such acceptance, in writing on or before June 1, in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue the employment of the teacher.

**ARTICLE 30A - SECRETARIAL/CLERICAL WORK FORCE REDUCTION**

A. The Board agrees that it will not engage any new secretarial/clerical employees unless all of the employees presently employed are working the scheduled hours noted in this agreement.

B. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board by category (secretary, clerk), except that in force reduction, the person in each category to be laid off shall have the option to bump a person in any category provided the person bumping has greater seniority and has performed in that position previously. That person so bumped is then entitled to bump the person with the lesser seniority in any category provided they have

served in that position so on down the line. The employee with the least seniority in each category shall be laid off first and in rehiring, the same principle shall apply; the last employee laid off shall be the first to be rehired. The provisions of this Article shall be subject to the provisions of N.J.S.A. 18A.

C. The employees involved in such lay-off shall receive seventy-two (72) hours notice in writing prior to any lay-off, and a copy shall be given to the H.T.E.A. Representative.

### **ARTICLE 31 - DEDUCTION FROM SALARY**

A. The Board agrees to deduct from the salaries of its employees dues for the Hazlet Township Education Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310. Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Hazlet Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing utilizing the form provided by the NJEA.

### **ARTICLE 32 - NON-ASSOCIATION PAYROLL REPRESENTATION FEE DEDUCTION**

A. If an employee does not become a member of the Association prior to the commencement of a contract year (i.e. from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that contract year. The purpose of this fee will



be to offset the employee's per capita cost of services rendered by the Association as majority representative. The fee is not to cover excluded union activities for which payment is not required, i.e. partisan activities, political activities or causes, or ideological positions only incidentally related to terms and conditions of employment, and/or any and all benefits available only to members of the majority representative.

B. Amount of Fee

1. Notification - On or before August 1, the Association will notify the Board in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for the coming year. A representation fee to be paid by the non-members will be determined by the Association in accordance with the law.
2. Legal Maximum - In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the Association will certify to the Board prior to the start of each contract year the amount of the representation fee to be assessed calculated on an amount equal to the regular membership dues, initial fees and assessments charged by the Association to its own members and that it does not include any amount of dues, fees and assessments that are expended (1) for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or (2) applied toward the cost of benefits available only to members of the majority representative. The actual representation fee shall be set at no more than 85% of the amount of membership dues, initiation fees and assessments as above defined.

C. Deduction and Transmission Fee

1. Notification - Once during the contract year covered in whole or in part of this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current contract year. The Board will deduct from the salaries of such employees, in accordance with paragraph (2) below, the representation fee and promptly transmit the amount so deducted to the Association.
2. Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the contract year in question. The deductions will begin with first pay check paid.
  - a. Twenty (20) days after receipt of the aforesaid list by the Board.
  - b. Forty-five (45) days after the employee actually commences his or her duties of employment in a bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on a lay-off, in which event the deductions will begin with the first pay check paid twenty (20) days after the resumption of the employee's employment in the bargaining unit position, whichever is later.
3. Termination of Employment - If an employee who is required to pay a representation fee terminates his or her

employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the employee shall not be required to pay the entire year's representation fee but rather shall pay a pro-rata share of the representation fee in a percentage equal to the number of days employed divided by the number of work days in the contract year. In the event that the pro-rata share is more than the amount which has been deducted at the time of the employee's termination, the Board will deduct the unpaid portion of the fee from the last pay check paid to said employee during the contract year in question, provided that the Board is required to deduct the unpaid portion of union dues from the last pay check paid to union members during the contract year in question.

4. Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
5. Changes - The Association will notify the Board in writing of any changes in the list provided for in paragraph (1) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than twenty (20) days after the Board receives said notice.
6. New Employees - On or about the last day of each month, beginning with the month the Agreement becomes effective, the Board will submit to the Association, a list of

all employees who commenced performing their duties of employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of commencement of employment for all such employees. New employees shall pay a prorata share of the representation fee for the contract year in an amount equal to the percentage of the days employed divided by the total number of work days in the contract year.

7. Demand and Return - The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13-A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. The Association shall provide evidence of the existence of this system to the Board and to all non-union members before any deductions are made. In the event the Association fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making said deductions.
8. Indemnification and Hold Harmless Provision - The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board, in conformance with this provision.
9. Effective Date - The effective date for the commencement of the agency shop agreement for representation fees shall

be the 1983/1984 school year. In no event shall any representation fee be deducted by the Board, or transmitted to the Association, for any portion of any preceding school year.

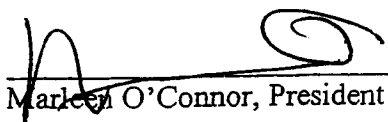
**ARTICLE 33 - DURATION OF AGREEMENT**

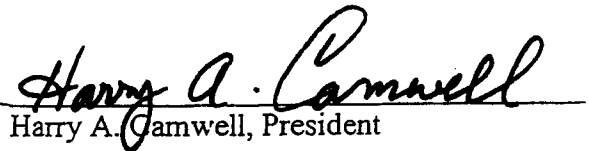
This agreement shall be effective as of July 1, 2009 and shall continue in full force and effect for a period of two years to June 30, 2011 midnight, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.


**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their duly authorized officers as of this     day of     , 2009.

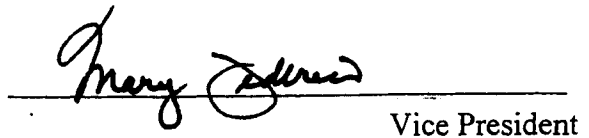
FOR THE BOARD

FOR THE ASSOCIATION

  
Marleen O'Connor, President

  
Harry A. Camwell, President

  
Christopher J. Mullins, Board Secretary/  
School Business Administrator

  
Vice President

**APPENDIX A**  
**2009-2010 TEACHER SALARIES**

Step	<u>BA</u> <u>Salary</u>	<u>BA+20</u> <u>Salary</u>	<u>MA</u> <u>Salary</u>	<u>MA+15</u> <u>Salary</u>	<u>MA+30</u> <u>Salary</u>
1	49,265	50,090	51,740	53,390	54,215
2	49,770	50,595	52,245	53,895	54,720
3	50,280	51,105	52,755	54,405	55,230
4	50,785	51,610	53,260	54,910	55,735
5,6	51,290	52,115	53,765	55,415	56,240
7,8	51,800	52,625	54,275	55,925	56,750
9,10	52,595	53,420	55,070	56,720	57,545
11,12	53,475	54,300	55,950	57,600	58,425
13,14	57,650	58,475	60,125	61,775	62,600
15	62,000	62,825	64,475	66,125	66,950
16	66,400	67,225	68,875	70,525	71,350
17	71,000	71,825	73,475	75,125	75,950
18	75,700	76,525	78,175	79,825	80,650
19	80,500	81,325	82,975	84,625	85,450
20	85,400	86,225	87,875	89,525	90,350

A handwritten signature in black ink, appearing to read "Hal" above a larger, stylized signature.

APPENDIX B  
2010-2011 TEACHER SALARIES

<u>Step</u>	<u>BA</u> <u>Salary</u>	<u>BA+20</u> <u>Salary</u>	<u>MA</u> <u>Salary</u>	<u>MA+15</u> <u>Salary</u>	<u>MA+30</u> <u>Salary</u>
1	50,800	51,625	53,275	54,925	55,750
2	51,300	52,125	53,775	55,425	56,250
3	51,800	52,625	54,275	55,925	56,750
4	52,325	53,150	54,800	56,450	57,275
5	52,850	53,675	55,325	56,975	57,800
6,7	53,375	54,200	55,850	57,500	58,325
8,9	53,925	54,750	56,400	58,050	58,875
10,11	54,725	55,550	57,200	58,850	59,675
12,13	57,650	58,475	60,125	61,775	62,600
14,15	62,000	62,825	64,475	66,125	66,950
16	66,400	67,225	68,875	70,525	71,350
17	71,000	71,825	73,475	75,125	75,950
18	76,090	76,915	78,565	80,215	81,040
19	81,370	82,195	83,845	85,495	86,320
20	86,700	87,525	89,175	90,825	91,650

A handwritten signature in black ink, appearing to read "Paul Hall", is located in the bottom right corner of the page.

APPENDIX C  
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APPENDIX D  
2009-2010 SECRETARY SALARIES

<u>STEP</u>	<u>SALARY</u>
1	30,260
2	30,560
3	30,860
4	31,160
5	31,760
6	32,360
7	33,230
8	34,340
9	35,690
10	37,240
11	38,990
12	40,940
13	43,090
14	45,440

*Thull  
HAC*

APPENDIX E  
2010-2011 SECRETARY SALARIES

<u>STEP</u>	<u>SALARY</u>
1	31,410
2	31,710
3	32,010
4	32,310
5	32,910
6	33,510
7	34,380
8	35,490
9	36,840
10	38,390
11	40,140
12	42,090
13	44,240
14	46,590

A handwritten signature in black ink, appearing to read "Paul" over "HAC" with a flourish underneath.

APPENDIX F  
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APPENDIX G  
COCURRICULAR GUIDES AND STIPENDS

	<u>2009-10</u>	<u>2010-11</u>
Administrative Aides (Elementary)	1,300	1,350
All School Production Director	6,213	6,456
All School Production Tech Director	2,311	2,401
All-School Production Choreographer	1,914	1,988
All-School Production Music Director	2,272	2,361
All-School Production Ticket taker	337	350
Athletic Training Club RHS	2,498	2,595
Band Director	7,444	7,735
Band Front End Advisor	5,630	5,850
Bowling Club Advisor RHS	2,211	2,297
Chess Club Advisor	2,201	2,286
Computer Club Advisor (HMS)	1,371	1,425
Dance Troop Advisor	6,402	6,652
Drama Club Advisor	2,523	2,621
Drama Club Advisor HMS/BS/CR	1,371	1,425
Environmental Science Club	2,289	2,378
Fall Class Play Director	2,300	2,390
Fall Play Technical Director	2,299	2,389
Freshman Class Advisor, RHS	2,190	2,276
Gay Straight Alliance	2,289	2,378
Global Communications Club	2,289	2,378
Interact Club	2,289	2,378
Italian Club Advisor	1,195	1,241
Jazz Band RHS	2,277	2,366
Junior Class Advisor RHS	3,198	3,323
Key Club Advisor	2,289	2,378
Latin Club Advisor	1,195	1,241
Math Club HMS	231	240
Math League Advisor	2,305	2,394
National Honor Society Advisor	2,239	2,326
Natural Helpers (HMS)	1,352	1,404
Newspaper Advisor HMS	2,254	2,341
Newspaper RHS	2,149	2,232
OM Beers St.	2,546	2,645
OM Cove Rd.	2,546	2,645
OM HMS	2,546	2,645
OM Lilian Dr.	2,546	2,645
OM Middle Rd.	2,546	2,645

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HAC

OM Rartian Valley	2,546	2,645
OM RHS	2,546	2,645
OM Sycamore Dr.	2,546	2,645
PALS Advisor	683	709
Peer Mediation Conflict Advisor	2,541	2,641
SAAD Advisor	1,321	1,372
Science League Advisor	2,305	2,394
Senior Class Advisor RHS	4,164	4,327
Sophomore Class Advisor RHS	2,472	2,568
Spanish Club Advisor	1,195	1,241
Special Olympica RHS	2,885	2,998
Student Council Advisor HMS	2,488	2,585
Student Council Advisor RHS	6,169	6,409
Team Leaders	981	1,019
TIGS Advisor	1,914	1,988
Yearbook Advisor HMS	2,526	2,624
Yearbook Advisor RHS	7,534	7,828

	<u>2009-10</u>	<u>2010-11</u>
Athletic Trainer	3,763	3,910
Football Head	8,753	9,094
Football Assistant	6,868	7,136
Girls Soccer Head RHS	8,215	8,536
Girls Soccer Assistant RHS	6,281	6,526
Boys Soccer Head RHS	8,215	8,536
Boys Soccer Assistant RHS	6,281	6,526
Field Hockey Head RHS	8,215	8,536
Field Hockey Assistant RHS	6,281	6,526
Boys Cross Country Head RHS	8,215	8,536
Girls Cross Country Head RHS	8,215	8,536
Girls Tennis Head RHS	8,215	8,536
Girls Tennis Assistant RHS	6,281	6,526
Fall Cheerleading Head RHS	4,103	4,263
Fall Cheerleading Assistant RHS	3,171	3,295
Cross Country Boys HMS	3,215	3,340
Cross Country Girls HMS	3,215	3,340
Field Hockey HMS	3,221	3,347
Boys Soccer HMS	3,221	3,347
Girls Soccer HMS	3,221	3,347
Boys Basketball Head RHS	8,753	9,094
Boys Basketball Assistant RHS (2)	6,868	7,136
Girls Basketball Head RHS	8,753	9,094

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Girls Basketball Assistant RHS (2)	6,868	7,136
Indoor Track Head	8,215	8,536
Indoor Track Assistant (2)	6,281	6,526
Wrestling Head RHS	8,753	9,094
Wrestling Assistant RHS (2)	6,877	7,145
Winter Cheerleading Head RHS	4,103	4,263
Winter Cheerleading JV RHS	3,171	3,295
Swimming	8,215	8,536
Boys Basketball HMS	3,706	3,851
Girls Basketball HMS	3,706	3,851
Winter Cheerleading HMS	2,347	2,439
Wrestling HMS	3,706	3,851
Baseball Head RHS	8,215	8,536
Baseball Assistant RHS (2)	6,281	6,526
Softball Head	8,215	8,536
Softball Assistant (2)	6,281	6,526
Boys Tennis Head RHS	8,215	8,536
Boys Tennis Assistant RHS	6,281	6,526
Boys Track Head RHS	8,215	8,536
Boys Track Assistant RHS (2)	6,281	6,526
Girls Track Head RHS	8,215	8,536
Girls Track Assistant (2)	6,281	6,526
Girls Volleyball RHS	8,215	8,536
Girls Volleyball Assistant	6,281	6,281
Boys Baseball HMS	3,221	3,347
Girls Softball HMS	3,221	3,347

	<u>2009-10</u>	<u>2010-11</u>
Before / After Care	31	32
Elem. MS HS Curriculum Dev.	31	32
HS MS Detention	31	32
Middle School GEPA Reading/Writing	33	35
Middle School GEPA Math	33	35
High School HSPA Tutor	33	35
Elem. MS HS Home Instruction	46	47
High School Library After School Proctor	31	32
High School SAT Math	33	35
High School SAT Reading/Writing	33	35
HS/MS Summer Guid. Scheduling	31	32
Elem. HS MS Summer School	33	35
High School All Sports Camera	97	100
High School Basketball Crowd Control	47	49

*Paul  
Hac*

High School Football Crowd Control	47	49
High School Wrestling Crowd Control	47	49
High School Basketball Var. Scoreboard	46	47
High School Basketball JV Scoreboard	39	41
High School Basketball Fresh. Scoreboard	39	41
High School Field Hockey Scoreboard	39	41
High School Football Scoreboard	39	41
High School Wrestling Scoreboard	46	47
High School Wrestling JV Scoreboard	39	41
High School Wrestling Fresh. Scoreboard	39	41
High School Soccer Scoreboard	39	41
High School Football Ticket Mgr	89	93
High School Wrestling Ticket Mgr.	81	84
High School Basketball Ticket Mgr.	81	84
High School Basketball Ticket Seller	37	39
High School Basketball Ticket Taker	37	39
High School Football Ticket Seller	37	39
High School Football Ticket Taker	37	39
High School Wrestling Ticket Seller	37	39
High School Wrestling Ticket Taker	37	39
High School Weight Room Coach	25	26
Middle School Basketball Crowd Control	39	41
Middle School Basketball Scoreboard	39	41
High School Athletic Site Manager	100	104
Middle School Athletic Site Manager	89	93

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**APPENDIX H - EVALUATION RECORD**

**HAZLET TOWNSHIP PUBLIC SCHOOLS  
HAZLET, NEW JERSEY**

**EVALUATION RECORD**

TEACHER: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

GRADE: \_\_\_\_\_

SCHOOL YEAR: \_\_\_\_\_

NUMBER OF YEARS IN SYSTEM (INCLUDE CURRENT YEAR)

Ratings: (E) Effective (or successful) (N) Needs Improvement

Comments are optional except for N rating

**I. Classroom Performance/Management**

- a. Knowledge of subject matter
- b. Skill in presenting
- c. Correct English usage
- d. Provisions for individual differences
- e. Plans and other preparations
- f. Control and discipline
- g. Record keeping
- h. Care of materials and equipment

**Comments:**

**II. Professional Demeanor**

- a. Cooperative/rapport with staff
- b. Cooperative/rapport with administration
- c. Communication/rapport with students
- d. Communication/rapport with parents or public

**Comments**

**III. Punctuality**

- a. Includes reporting on time in AM for assigned duties, teaching assignments, staff meetings, etc.

**Comments**

**ATTENDANCE**

Sick \_\_\_\_\_

Personal \_\_\_\_\_

Professional Development \_\_\_\_\_

Bereavement \_\_\_\_\_

**IV. PDP Performance (comments required)**



V. **Additional Comments:** (i.e. items of merit or commendation, appearance, attendance, pupil progress)

VI. **Recommendations:** Check for April evaluation only.

Re-employment	Yes	___	No	___
Increment	Yes	___	No	___

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

Statement by Teacher-Form must be returned within 10 working days.

I agree with the contents of the evaluation. \_\_\_\_\_

I disagree with the contents of this evaluation for the following reasons:

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

Note: If additional space is needed, please attach separate sheet of paper.

**APPENDIX I- GRIEVANCE FORM**

Grievance Number \_\_\_\_\_ School Year \_\_\_\_\_

Name of Grievance \_\_\_\_\_ Assignment \_\_\_\_\_ Date Filled \_\_\_\_\_

**Level I**

A. Date cause of grievance occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Violates: Article \_\_\_\_\_ Section \_\_\_\_\_ Number \_\_\_\_\_

3. Relief sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant Date

C. Disposition of Building Principal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal Date

D. Position of Grievant: \_\_\_\_\_  
\_\_\_\_\_

- \_\_\_\_\_ Grievance Withdrawn
- \_\_\_\_\_ Grievance to be Pursued - Association Support
- \_\_\_\_\_ Grievance to be Pursued - by Grievant

\_\_\_\_\_  
Signature of Grievance Date

E. Position of Association: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Association Signature Date

LEVEL II

A. Date received by Superintendent of Schools \_\_\_\_\_

B. Disposition by Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievance and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

LEVEL III

A. Date received by Board of Education \_\_\_\_\_

B. Disposition by Board of Education \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature-President / Date  
Vice-President  
Board of Education

C. Position of Grievance and/or Association \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

LEVEL IV

- A. Date submitted to Arbitration \_\_\_\_\_
- B. Date List of Arbitration Requested \_\_\_\_\_
- C. Date List of Arbitrators Received \_\_\_\_\_
- D. Date Arbitrator Selected \_\_\_\_\_
- E. Date Arbitration Proceedings Begin \_\_\_\_\_
- F. Date Arbitration Proceedings Finish \_\_\_\_\_
- G. Disposition of Arbitrator and Award, If Any \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator Date

## APPENDIX J

The Board of Education shall pay up to one-half the established rate percent by Rutgers University for approved courses taken in a teacher's present area of teaching in elementary or secondary education with a maximum allowance of twelve (12) per year. Total overall payments made pursuant to this tuition reimbursement provision shall be capped at \$52,000. Reimbursement shall be made on a first come, first served basis. Payment shall be made in October of each year only if the teacher has successfully completed such approved courses and if the teacher is a member of the staff at the time. Registration and other required fees may be included for reimbursement provided the one-half Rutgers credit rate maximum is not exceeded.

Upon request, special consideration may be given to teachers who take courses in other than the assigned area. Such courses, fully described as per college catalogue (graduate or undergraduate courses, cost per credit, number of credits, etc.) shall be presented on the prescribed form, to the building principal at least two weeks before the course is taken for his initial approval. Final approval will be made by the Superintendent. The receipt of the cost of registration must be forwarded to the Superintendent's Office as soon as possible. If the course is taken, an official transcript must be sent by the College (at the request of the teacher), to the Superintendent's Office by the end of the following September for the Board approval for reimbursement. The reimbursement period extends from September 1st through August 1st. Request for placement on a new schedule (BA to BA-20, MA to MA-15, etc.) for September must be sent to the Office of the Superintendent in writing no later than the first week of August. A new contract will be issued only upon receipt of an official transcript of courses required for the change in Superintendent's Office.

Approval of courses in supervision and administration shall be in special cases as approved by the Superintendent of Schools.