

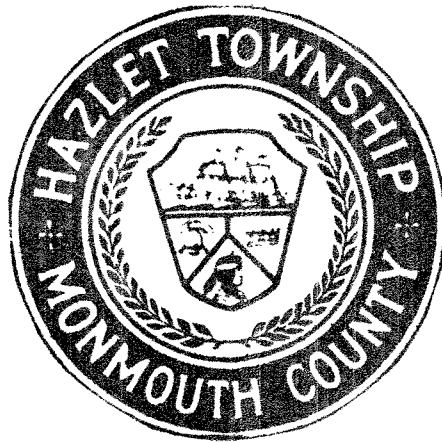
THIS DOES NOT
CIRCULATE

CONTRACT AGREEMENT

HAZLET TOWNSHIP BOARD OF EDUCATION

AND THE

SPECIAL SERVICES UNIT



LIBRARY
Institute of Management and
Labor Relations

JAN 17 1979

RUTGERS UNIVERSITY

4/1/77 - 6/30/79

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PREAMBLE

This Agreement, entered into this 17th day of March 1977, by and between the Board of Education of Hazlet Township, New Jersey, hereinafter called the "Board" and the Special Services Unit, hereinafter called the "Unit":

WITNESSETH

WHEREAS, the Board and the Unit 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 Unit Staff, 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 I

Recognition

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

Director of Special Services
School Social Worker
School Psychologists
Director of Physical Education
Director of Curriculum
Assistant Director of Curriculum
Learning Disabilities Teacher/Consultant

B. Unless otherwise indicated, the term Unit when used hereinafter in this Agreement shall refer to all employees represented by the Unit in the negotiation unit as defined in Section A, and references to male employees shall include female employees.

Article 2Negotiation Procedure

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all agreed upon matters concerning the terms and conditions of Unit employment. Such negotiations shall begin not later than November 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 Unit employees as hereinbefore defined, be reduced to writing, be signed by the Board, and the Unit and be adopted by the Board and the Unit.
- B. The Board shall make available to the Unit for inspection all pertinent records, data, and information of the Hazlet School District which are a matter of public record.
- C. 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 Unit's Negotiation 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.
- D. 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.
- D. 3. Should the Board and the Unit mutually agree to negotiate an amendment to this Agreement the amendment shall be reduced to writing, be signed by the Board and the Unit and be adopted by the Board and the Unit.
- 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 Unit 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.

Article 3

Grievance Procedure

A. DEFINITIONS

1. A "grievance" is a claim filed within fifteen (15) working days after the occurrence of an event which affects the terms and conditions of employment of a Unit member which is claimed to be a violation in the matter of the interpretation of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making claim.
3. The Special Services Unit may initiate a class grievance on behalf of a clearly defined group of administrators with a common grievance as above defined. The "class" or category of personnel must include all members of the classification, e.g., Child Study Team, Director of Curriculum, etc.

B. 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.
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 prior to the end of the school year or as soon thereafter as is practicable.
3. Level One
 - a. However, if the grievant is the Unit, the initial discussion shall be at the level of the Superintendent, and in such event, if the problem is not resolved to the satisfaction of the Unit within ten (10) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within eight (8) work days, he shall set forth his grievance in writing to the immediate supervisor specifying:
 1. the nature of the grievance
 2. the nature and extent of the injury, loss, or inconvenience
 3. the result of the previous discussion
 4. his dissatisfaction with decisions previously rendered.

4. Level Two

The grievant no later than five (5) work days after the receipt of his immediate supervisor's decision may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing reciting the matter submitted to the immediate supervisor as specified above and his dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days, the Superintendent shall communicate his decision in writing to the grievant and the immediate supervisor.

5. Level Three

If the grievance is not resolved to the grievant's satisfaction, he, no later than fifteen (15) work days after the receipt of the Superintendent's decision, may request a review by the Board of Education. This request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board shall review the grievance and render a decision within thirty five (35) calendar days of receipt of the request of the review by the Superintendent.

6. Level Four

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given the Board through the Superintendent within ten (10) work days after the receipt of the decision which is being appealed.

The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the American Arbitration Association.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract nothing from, the Agreement between parties or any policy of the Board of Education. The opinion and award shall be final and binding. Only the Board, the aggrieved, and appropriate officials of the Unit shall be given copies of the arbitrator's Opinion and Award. This shall be accomplished within twenty (20) calendar days of the completion of the arbitrator's hearing.

C. Right of unit to representation

1. Any aggrieved person may be represented at the second and subsequent levels of the grievance procedure by himself, and/or by a representative of his choosing. When Special Services personnel is not represented by the Unit, the Unit shall have the right to be present at the second and subsequent

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C. Right of unit to representation

1. Any aggrieved person may be represented at the second and subsequent levels of the grievance procedure by himself, and/or by a representative of his choosing. When Special Services personnel is not represented by the Unit, the Unit shall have the right to be present at the second and subsequent

- a. Hospital room and board and miscellaneous costs
 - b. Out-Patient benefits
 - c. Laboratory fees, diagnostic expenses, and therapy treatments
 - d. Maternity costs
 - e. Surgical costs
 - f. Major-medical coverage
2. A. The health insurance carrier shall be selected by the Board.
- B. The Board shall provide to each Unit member a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed above.
- C. The Unit members shall be provided with the same health benefits package as the other negotiating units of the District.

Article 7

Employment

- A. The Board shall make every effort to notify Unit members of their contract and salary status for the ensuing years no later than March 31st.
- B. Previously accumulated unused leave days will be returned to all returning Unit members who were away on Board approved leave of absence.

Article 8

Sick Leave

- A. As of July 1, 1973, all Unit members employed on an 11 month basis shall be entitled to accumulate fifteen (15) sick leave days each school year at the rate of 1.36 days per month of employment. Unit members who are hired after the school year begins shall be entitled to a prorated portion of the fifteen (15) sick leave days.
- As of July 1, 1973, all Unit members employed on a 12 month basis shall be entitled to fifteen (15) sick leave days each school year at the rate of 1.25 days per month of employment. Unit members who are hired after the school year begins shall be entitled to a prorated portion of the fifteen (15) sick leave days. Unused sick leave days shall be accumulated from year to year with no maximum limit.

by the contract is scheduled by the parties to participate during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.

B. Representative of the Unit, shall, with the approval of the Superintendent or his designee, be permitted to transact official Unit business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

C. The Unit and its representatives shall have the right to use school buildings for meeting with the approval of the Board Secretary in accordance with established Board Policy and conditions for the use of school buildings after school hours, provided however, that the Board Secretary shall have the right to waive the advance notice requirement.

D. The bargaining and related rights of the Unit and its representatives as set forth in this Agreement shall be granted only to the Unit as the exclusive representative of the Special Services Unit. Both parties shall be entitled to rely on this exclusive representation.

E. The Unit may request released time for meetings when it relates to or promotes the general welfare of the educational system. The final decision rests with the Superintendent.

F. The Unit, to the extent possible, may be consulted by the Superintendent when a proposed change materially affects the general educational philosophy of the District or when the change would materially alter the day to day working relationship between the Unit member and Administrator, Unit member and Teacher, Unit member and Student and or Unit Member and Board.

G. Unit members may attend Committee Meetings of the Board Committees in accordance with Board of Education By-Laws Article VI Section II. (B).

Article 6

Insurance Protection

A. As of the beginning of the 1977-1978 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each Unit member and in cases where appropriate for family-plan coverage.

1. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include:

- a. Hospital room and board and miscellaneous costs
 - b. Out-Patient benefits
 - c. Laboratory fees, diagnostic expenses, and therapy treatments
 - d. Maternity costs
 - e. Surgical costs
 - f. Major-medical coverage
2. A. The health insurance carrier shall be selected by the Board.
- B. The Board shall provide to each Unit member a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed above.
- C. The Unit members shall be provided with the same health benefits package as the other negotiating units of the District.

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B. 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.

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

D. Any Unit member who retires, shall receive one half (1/2) his per diem rate of salary of each day of accumulated unused sick leave.

Article 9

Temporary Leaves of Absence

A. As of the beginning of the 1977-1978 school year, Unit members shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year; combined leave shall not exceed a maximum of eight (8) days for twelve (12) month or six (6) for eleven (11) month employees.

1. Absence because of death or serious illness in the immediate family; or attendance at court because of a subpoena; absence to be present at marriage or funeral of members of immediate family. IMMEDIATE FAMILY defined as: Father, Mother, Husband, Wife, Child, Sister, Brother, Mother-in-Law, Father-in-Law, Grandmother and Grandfather and any member of the family unit living in the same household, no matter what degree of relationship.

2. Whenever a Unit member is absent to visit other schools or Unit members 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 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 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 days as set forth above. The Superintendent's advance approval will be required.

5. Employees will be permitted six (6) days to observe religious holidays without loss of salary. This absence shall be charged against the days as set forth above.

6. Other leaves of absence with or without pay may be granted by the Board for a good reason.
- B. Leaves taken pursuant to Section A above, shall be in addition to any sick leave to which the Unit member is entitled.

Article 10

Extended Leaves of Absence

A. 1. A leave of absence will be granted, without pay, for maternity reasons to any regularly employed female Unit member upon written request for such leave and certification of pregnancy by the employee's physician. The written request shall be made no later than three (3) months after pregnancy has been determined. Leaves so granted may be terminated and the employee returned to active employment upon the written certification of the employee's physician that she is physically able to do so.

In no case shall the maternity leave extend beyond one hundred eighty (180) days after delivery.

In the case of non-tenure Unit members such time taken as maternity leave shall not count toward the time requirement for the confirming of tenure in accordance with NJSA 18A:28-5.

B. Other leaves of absence without pay may be granted at the discretion of the Board.

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

Article 11

Miscellaneous Provisions

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law in a court of competent jurisdiction, then 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.

B. Any individual contract between the Board and individual Unit member, 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

of employment, remuneration and the amount thereof, assignment of position and responsibility, but also, and most importantly, facilitates the improvement of personnel and the expansion of expertise and skills to the benefit of the students.

This is especially true in the case of Unit members whose performance affects all aspects of the educational programs in the schools for which they are responsible.

Therefore, the following guidelines are set forth in connection therewith:

1. Evaluation of personnel encompassed by this contract is the direct responsibility of the Superintendent of Schools.
2. Evaluation of Unit members shall be continuous and ongoing during the school year and shall include such timely observations, meetings, conferences, visitations and other procedures as may be deemed necessary and proper to gain and communicate the relevant information.
3. The results of the evaluation of each Unit member shall be reported in the form of a Memorandum of Evaluation to be prepared once a year before the fact of contract consideration. Provision is made for the preparation and submission of addenda to the memorandum in such cases as they are deemed necessary.
4. The Memorandum of Evaluation of Unit members shall be comprehensive in its scope and touch upon all significant areas of the appropriate functions as set forth in the particular job description for the position. It shall include a specific set of conclusions as to quality of performance with reference to that job description and shall contain:
 - A. Specific recommendation with reference to:
 1. Re-employment (continuation of employment)
 2. award of salary increase
 3. award of other remuneration
 4. any other significant matters of employment status
 - B. Specifications and definitions of areas in which performance requires improvement.
5. Evaluation of Unit members shall proceed as follows:
 - A.
 1. Director of Special Services, and Director of Curriculum shall be evaluated by the Superintendent of Schools.
 2. Social Workers, Learning Disability Teacher Consultants, School Psychologists, Director of Physical Education, and Assistant Director of Curriculum shall be evaluated by their immediate supervisor, in consultation with the Superintendent of Schools.
 - B.
 1. Memoranda of evaluation for Unit members shall include an appropriate portion whereupon the evaluatee shall indicate his concurrence or disagreement with the contents and conclusions thereof together with reasons for the disagreement, should one exist.

C. 1. All memoranda of evaluation of Unit members shall be submitted to the Superintendent of Schools timely for his acceptance, study and approval with reference to the granting of contracts.

D. 1. Memoranda of Evaluation of Unit members once accepted and approved by the Superintendent of Schools, shall be reviewed by him with the Personnel Committee of the Board of Education, or with the whole Board if the situation so warrants, and shall, thereafter become a permanent part of the personnel records of the Board of Education. A signed copy of the Memorandum of Evaluation indicating review and approval by the Superintendent and the Board of Education shall be given to the individual for his records and for his use in assisting him to improve his performance and to continue to develop professionally.

Article 13

Promotion Policy

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 other pertinent information, is posted in each school office as well as on the bulletin board in the Administration Office, 82 Bethany Road. Those who qualify are interviewed by the Superintendent, or his delegated agent. After due consideration and evaluation of all the applicants, a recommendation is made to the members of the Board for final action.

Article 14

Sabbatical Leaves

A. Upon recommendation of the Superintendent and at sole discretion of the Board, a sabbatical leave of one (1) school year or one-half (1/2) school year shall be granted to a Unit member for study, to complete an advanced degree, subject to the following conditions:

1. Sabbatical leaves shall be granted to a maximum of one unit member 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 for which the sabbatical leave is requested.

3. The Unit member has completed at least seven (7) full school years of service in the Hazlet School District.

4. A Unit member 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 Unit member 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 Unit member 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 15

School Calendar

A. The Board agrees that the Unit has the right of consultation in the preparation of the school calendar.

1. A representative of the Unit shall meet with the Superintendent of Schools when the school calendar is being prepared to offer suggestions as to its make up.

B. The Board agrees to publish and promulgate the school calendar prior to the issuance of the individual Unit member's contract for the next year.

Article 16

WORK YEAR AND VACATIONS - EXPERIENCE AND GRADUATE CREDIT

A. Work year shall be as follows:

Eleven month Unit members shall be off a total of twenty three working days during the year at the discretion of their immediate supervisor.

All days listed in the school calendar not counted for attendance purposes except the first day (orientation day) including Independence Day and Labor Day shall be considered as holidays for administrators. The eleven month elementary administrators shall not receive another day in lieu of Independence Day.

B. Awards for Graduate Credits shall be as follows:

\$500 for 45 Graduate Credits

\$500 for 60 Graduate Credits

C. Awards for experience shall be as follows:

\$250 for 16 years of total experience

\$250 for 20 years of total experience

\$250 for 25 years of total experience

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, or both, 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 within ten (10) days to give written notice of such action together with the reasons therefor to the person concerned. The employee shall thereafter have such rights of appeal as are expressed in N.J.S.18A:29-14.

E. Tuition reimbursement:

A payment of up to \$30.00 per credit for approved courses taken in a Unit member's discipline area in elementary or secondary or special education with a maximum allowance of nine (9) credits or \$270 shall be made in October of each year only if the Unit member has successfully completed such approved courses and if the Unit member is a member of the staff at the time. Registration and other required fees may be included for reimbursement provided the \$30.00 per credit maximum is not exceeded. Upon request, special consideration will be given to Unit members 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 immediate supervisor at least two weeks before the course is taken for his initial approval. If the approval is recommended by the immediate supervisor, final approval or disapproval will be made by the Superintendent. The receipt for 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 Unit member, 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 the granting of an educational preparation award 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 the Superintendent's Office. Approval of courses in Supervision and Administration shall be given only to members of the Administrative and Supervisory Staff or in special cases to others approved by the Superintendent of Schools.

Article 17

A. The salaries of all Unit members covered by this Agreement are set forth in Addendum which is attached hereto and made a part hereof.

Article 18Duration of Agreement

This Agreement shall be effective as of July 1, 1977, and shall continue in full force and effect for a period of two years to June 30, 1979, midnight, subject to the Unit'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 the day and year first above written.

Bonnie J. Mitchell
Bonnie J. Mitchell, President
Hazlet Township
Board of Education

Newton P. PolICASTRO
Newton P. PolICASTRO
Witness

Eugene A. Konopacki
Eugene A. Konopacki
Board Secretary/School
Business Administrator

John R. Frascatore
John R. Frascatore
Witness

(Seal)