

CONTRACT AGREEMENT

between the

HAZLET TOWNSHIP BOARD OF EDUCATION

and the

HAZLET ADMINISTRATORS ASSOCIATION

2003-2004

2004-1005

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PREAMBLE

This Agreement, entered into by and between the Board of Education of Hazlet Township, New Jersey, hereinafter called the "Board" and the Hazlet Administrators 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 Administrative 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 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 under contract by the Board:

Elementary Principals
High School Principal
Middle School Assistant Principals
High School Assistant Principals
Director of Guidance
Director of Special Services
General Supervisors
Director of Athletics/-
Supervisor of Physical Education & Health
Director of Curriculum, Instruction and Testing

B. Unless otherwise indicated, the term Administrators when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the

negotiating unit as defined in Section A and references to male Administrators shall include female Administrators.

ARTICLE 2

Negotiation Procedure

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all agreed upon matters concerning the terms and conditions of Administrative employment. Such negotiations shall begin not later than the date as established by the State of New Jersey 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 administrators as hereinbefore defined, be reduced to writing, be signed by the Board, and the Association, and be adopted by the Board and Association.

B. 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. The request must be received in writing and the information provided to the Association within five (5) working days upon receipt of said request.

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 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 meeting, an agenda covering matters they wish to discuss.

3. 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.

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.

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 an administrator 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 Administrators Association 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., all principals or all vice-principals, 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

However, if the grievant is the Association, 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 Association within ten (10) workdays 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) workdays, 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.

The immediate supervisor must respond to the grievance within seven (7) working days in writing to the grievant.

4. Level Two

The grievant no later than five (5) workdays after 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) workdays, 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) workdays 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) workdays after the receipt of the decision which is being appealed. Where, however, the grievant elects so to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association.

The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated 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/she 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 Association 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 hearings.

C. RIGHT OF ADMINISTRATORS 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 an administrator is not represented by the Association, the Association shall have the right to be present at the second and subsequent levels and state such views as are relevant to the alleged violation of this Agreement.

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

D. MISCELLANEOUS

1. All documents, communications and records dealing with the processing of a grievance shall be kept on file.

2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. All meeting 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

Administrator Rights

A. Whenever any administrator is required to appear for a formal hearing before the Board concerning any matter which could adversely affect the continuation of

that administrator in his office, position or employment or the salary or any increments pertaining thereto, he shall be given prior written 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. Any suspension of an administrator, pending charges, shall be with pay.

B. Any criticism by a superior or Board Member of an administrator shall be made in confidence and not in the presence of teachers, parents, students, or public gatherings.

ARTICLE 5

Association Rights and Privileges

A. 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 or grievance proceedings, he shall suffer no loss in pay.

B. Representative of the Association 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.

C. The Association and its representatives shall have the right to use school buildings for meetings 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 Association and its representative as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the administrators. Both parties shall be entitled to rely on his exclusive representation.

E. 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.

F. The Association, 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 Administrator and Administrator, Administrator and

Teacher, Administrator and Student, Teacher and Student and/or Administrator and Board.

G. It is mutually understood that the unit members may attend committee meetings, if they request to, excluding those committee meetings which would not normally be open to the general public (i.e., personnel matters, legal matters, real estate matters, etc.).

ARTICLE 6A

Health Care Insurance Protection

A. The Board shall provide the health care insurance protection 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. The health insurance carrier shall be Horizon Blue Cross/Blue Shield of New Jersey; however, the Board reserves the right to change carriers at any time, provided that the level of coverage is equal to or better than the substitute plan.
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 second medical opinion for elective surgery at no cost to the teacher. The coverage shall also include a comprehensive major medical component with deductibles of \$250 for employees and \$500 for families. Co-insurance payments by employees shall be 20% of \$3,000.00.
5. Employees that became full-time administrators on or after July 1, 2001, shall receive full family health insurance coverage under the Horizon Blue Cross/Blue Shield of New Jersey plan. All employees are eligible for enrollment in the Horizon Blue Cross/Blue Shield of New Jersey plan with open enrollment periods a) upon hire, b) November for January 1 conversion and c) May for July 1 conversion.

6. Employees enrolled under the Horizon Blue Cross/Blue Shield of New Jersey plan may pay the premium differential to receive the traditional coverage set forth in Paragraphs 1-3 above.

B. The Board shall provide a prescription plan for each employee, known as Bollinger Prescription Drug Program. The Board shall pay the full premium for individual or family coverage, if applicable. The prescription plan has a \$6.00/\$10.00/\$20.00 (\$6 for mail order, \$10 for generic drugs and \$20 for name brands) co-pay provision at participating pharmacies and it is the responsibility of the individual employee to remit the co-pay portion of the plan.

C. The Bollinger Prescription Drug Program prescription plan and the comprehensive major medical coverage described hereinabove shall not permit any "flow through" of the co-pay portion of the employee's payment to the major medical portion of insurance coverage.

ARTICLE 6B

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 limitation of paragraph 4 following) for each administrator. It is also understood that the dental insurance protection plan pays only 50% of covered services and it is the responsibility of the individual administrator to pay the other 50% of the cost of services.

1. Provisions of the dental-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association.
2. The present dental insurance carrier, Delta Dental, can only be changed after prior discussions and Association consent has been given in writing.
3. The Board shall provide to each administrator 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, 2003, in accordance with the Board's obligations for payment as set forth above. Any excess costs above the June 30, 2003 rate shall be deducted from each employee on a six-month basis from his/her paycheck.

ARTICLE 7

Employment

A. The Board shall make every effort to notify administrators of their contract and salary status for the ensuing years no later than May 15th.

B. Previously accumulated unused leave days will be returned to all returning administrators who were away on Board approved leave of absence, provided they return to the School District within two (2) years.

ARTICLE 8

Sick Leave

A. All administrators shall be entitled to thirteen (13) sick leave days each school year at the rate of 1.083 days per month of employment for twelve-month employees and eleven (11) sick days each year at the rate of 1.1 days per month of employment for ten-month employment. Administrators who are hired after the school year begins shall be entitled to a prorated portion of sick leave days. Unused sick leave days shall be accumulated from year to year with no maximum limit.

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 administrator is to receive a notice which tells how many sick days they have accumulated as of the end of the previous school year.

D. Any administrator who retires shall receive remuneration for accumulated unused sick leave within the maximum limits as described below:

1. For administrators who were administrators within this District on or before June 30, 1983, and continue to be administrators in this District, the remuneration shall be as follows:

(a) For General Supervisors, the maximum remuneration shall be one-half (1/2) of his/her per diem rate times the number of days accumulated

up to a maximum of 300 days. The per diem rate of pay shall be established by dividing the annual salary by 200 days.

(b) For Principals, Assistant Principals and Directors, remuneration shall be one-half (1/2) of his/her per diem rate times the number of days accumulated up to a maximum of 330 days. The per diem rate of pay shall be established by dividing the annual salary by 220 days.

2. For administrators who become full-time administrators as of July 1, 1983, and subsequent, and continue to be administrators in this District, the remuneration shall be as follows:

(a) For 10-month employees, the maximum remuneration shall be one-quarter (1/4) of his/her per diem rate times the number of days accumulated while the individual was an administrator in this District up to a maximum of 200 days. Any sick days accumulated in this District by an individual prior to becoming an administrator in this District shall be paid upon retirement as an administrator at the prevailing rate of that individual's prior unit. It is understood that any sick days which are taken by an administrator while employed as an administrator in this District shall be subtracted from the number of sick days available to an administrator as defined in Article 8 - Section A in this contract. In the event of an extended illness or numerous periods of absence where all of the sick days available to a particular administrator are expended, the individual will then utilize sick days accumulated while employed in this District in a previous unit.

(b) For 12-month employees, remuneration shall be one-quarter (1/4) of his/her per diem rate times the number of days accumulated while the individual was an administrator in this District up to a maximum of 220 days. Any sick days accumulated in this District by an individual, prior to becoming an administrator in this District, shall be paid upon retirement as an administrator at the prevailing rate of that individual's prior unit. It is understood that any sick days which are taken by an administrator while employed as an administrator in the District, shall be subtracted from the number of sick days available to an administrator as defined in Article 8 - Section A in this contract. In absence where all of the sick days available to a particular administrator are expended, the individual will then utilize sick days accumulated while employed in this District in a previous unit.

(c) The per diem rate of pay shall be established as follows:

(i) For 10-month employees by dividing the annual salary by 200 days.

- (ii) For 12-month employees by dividing the annual salary by 240 days.

E. Notification of retirement must be submitted to the Board of Education on or before December 1 of the school year prior to that of retirement so the funds can be budgeted and paid during the school year of retirement or payment will be deferred until July of the following year. Example:

If notification is given by December 1, 2003 to retire anytime during the 2003-2004 school year, payment will be made immediately following retirement; (contingent on Section F below) however, if notification is given after December 1, 2003, to retire anytime during the school year, payment will be made in July of 2005.

F. In no event shall payments exceed \$30,000 in any single fiscal school year. If the employee is entitled to payments beyond \$30,000 based upon their respective formula, the employee may elect payouts over a two- or three-year period.

1. For administrators, who became full-time administrators before July 1, 2003, the payment schedule on a three-year payout shall not exceed one-half of the total, and be no less than one third the total, in the first year. The second and third year payout must be equal based upon this formula. For administrators, who become full-time administrators after July 1, 2003, the maximum payment shall not exceed \$26,000.

2. In the event the employee selects a three-year payout, the balance will receive interest at the end of the fiscal year at the rate of 3.0% per annum. No interest shall be paid on a selected one or two-year payout.

3. In the event an employee selected a two- or three-year payment, and predeceased final payment, the employee's estate shall be provided with the remaining balance consistent with the provisions of this section.

ARTICLE 9

Temporary Leave of Absence

A. At the beginning of the school year, administrators shall be entitled to the following temporary leaves of absence with full pay each school year: combined leave shall not exceed a maximum of six (6) days. Any unused days shall roll over to the sick leave bank pursuant to Article 8.

- 1. Absence because of serious illness in the immediate family or attendance at court because of a subpoena, absence to be present at marriage of members of immediate family. IMMEDIATE FAMILY defined as Father,

Mother, Husband, Wife, Child, Sister, Brother, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in Law, Grandmother and Grandfather and any member of the family unit living in the same household, no matter what degree of relationship.

2. Absence due to serious illness in the immediate family or attendance at Court because of a subpoena, or absence to be present at marriage of immediate family member as defined above.
3. Whenever an administrator is absence to visit other schools or administrators 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.
4. 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.
5. 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.
6. Employees will be permitted three (3) days to observe religious holidays without loss of salary. This absence shall be charged against the days as set forth above.
7. Other leaves of absence with or without pay may be granted by the Board for good reason.

B. Employees shall be entitled to bereavement leave of up to three (3) day per occurrence for the death of any member of the immediate family.

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

ARTICLE 10

Extended Leaves of Absence

- A. A leave of absence will be granted without pay, for maternity reasons to any regularly employed female administrator upon written request for such leave and certification of pregnancy by the employee's physician. The

written request shall be terminated and the employee returned to active employment upon the written certification of the employees 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-tenured administrators, such time taken in maternity leave shall not count toward the time requirement for the confirming of tenure in accordance with N.J.S.A. 18A:28-5.

- B. Other leaves of absence without pay may be granted at the discretion of the Board.
- C. All request for extensions 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 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 the individual administrator, 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 administrator contract shall reflect the terms of this provision.

C. 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 telegram or certified letter at the following addresses:

1. If by Association, to Board, at Office of the Board Secretary, Hazlet, New Jersey.
2. If by Board, to Association, address is the home of its President.

D. Administrators who are required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of:

25 cents per mile

However, in the event that this contract is reopened for negotiations, the parties will consider a modification to this section.

E. There shall be no reduction in the Administrative staff without prior consultation between the Superintendent of Schools and the Association.

F. The Board shall give full support, including legal and other assistance, for any assault upon the administrator while acting in the discharge of his/her duties.

G. When absence arises out of or from such assault or injury, the administrator shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick or personal leave.

H. The Board shall reimburse administrators for the reasonable cost of any clothing or other personal property damage or destroyed as a result of an assault suffered by an administrator while the administrator was acting in the discharge of his/her duties within the scope of his employment.

I. Proposals for curriculum changes can be initiated by professions of any level of responsibility.

1. Before a proposal involving curriculum change is sent to the Superintendent, administrators affected by the change will review, modify, and approve the proposal.

2. If a disagreement between the people initiating the proposal and an administrator cannot be resolved, it shall be referred to the Superintendent to render a final decision.

J. The Board and the Association agree that the Board will pay Association's dues to one organization for each administrator in the group, except for the administrators in the High School, the Board will pay dues for one State and one National Organization.

ARTICLE 12

Evaluation

Evaluation of personnel performance is a vital function at all levels of the educational enterprise inasmuch as it provides not only the basis upon which decisions regarding continuation 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 administrators 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 in the categories of administration encompassed by this contract is the direct responsibility of the Superintendent of Schools.
2. Evaluation of administrators 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 administrator 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 Administrators shall be comprehensive in its scope and touch upon all significant areas of the appropriate administrative 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 recommendations 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.

Evaluation of members of the Unit shall proceed as follows:

C. 1. Principals, Directors, General Supervisors and the Director of Athletics/Supervisor of Physical Education and Health shall be evaluated by the Superintendent of Schools or his/her designee.

2. Assistant Principals shall be evaluated by the Principals.

D. Memorandum of evaluation for administrators 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.

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

F. Memoranda of Evaluation of Administrators, once accepted and approved by the Superintendent of Schools, shall be reviewed by him/her 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/her to improve his/her performance and to continue to develop professionally.

G. Administrators shall be evaluated a minimum per year as follows:

1. Non-Tenured Three (3) evaluations per school year.

2. Tenured - One (1) evaluation per school year.

3. All members shall submit performance objectives for the coming school year to their evaluator by June 1 of the preceding school year. These objectives, once approved by the evaluator, shall form the basis for the evaluation for the forthcoming school year.

ARTICLE 13

Promotion Policy

When a vacancy occurs in the School District, a job description and other details, such as requirement 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, 421 Middle Road, Hazlet, New Jersey. Those who qualify are interviewed by the Superintendent, or his/her delegated agent.

After due considerations and evaluations of all applicants, a recommendation is made to the members of the Board for final action.

1. A vacancy is defined as the availability of a position due to a resignation/retirement of a current administrator or a Board decision to increase the number of administrators covered within this Association.
2. A vacancy does not exist when the Board determines to restructure its administrative staff and reassign personnel within this unit (as long as the number of positions stays the same); such decision shall not be subject to this Article and, therefore, not grievable. This understanding also includes former members of the unit who may be returned to the unit by virtue of the Board action.
3. Any agreement between the Board and Association shall not infringe or take away any individual's rights to pursue such action with any legal means that is his/her right by State or Federal Law(s).

ARTICLE 14

Sabbatical Leaves

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 an administrator for study, to complete an advanced degree, subject to the following conditions:

1. Sabbatical leaves shall be granted to a maximum of one administrator at any one time.
2. Request for sabbatical leaves must be received by the Superintendent no later than February 1, and action must be taken on all such requests no later than April 1, of the school year preceding the school year for which the sabbatical leave is requested.

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

4. An administrator on sabbatical leave shall be paid by the Board at fifty percent (50%) of the salary rate which he/she would have received if he/she would have remained for the year.

5. Upon return from sabbatical leave, an administrator 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. An administrator 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 premium of the Security Bond.

ARTICLE 15

School Calendar

A. The Board agrees that the Association has the right of consultation in 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 Board agrees to make every effort to publish and promulgate the School Calendar prior to the issuance of the individual administrators contract for the next year.

ARTICLE 16

Work Year and Vacations

A. The work year for Unit members shall be as follows:

1. Administrators, Directors, and the Director of Athletics/Supervisor of Physical Education & Health: July 1 to June 30.

2. General Supervisors: July 1 to June 30.

3. Unit members, beginning with the first day of attendance for teachers and ending with the last day of attendance for teachers in a school year,

shall follow the school calendar. Days during which schools are closed during this period (i.e., the school calendar) shall be considered as holidays, except emergency school closing days which shall be considered regular work days. Independent Day and Labor Day shall be considered as holidays.

B. All 10-month employees assigned to work during the months of July and/or August shall be notified by the Board or its designee no later than May 1st of that same year of the dates of their assignment, except in the case of an emergency or unique circumstances.

C. Vacations shall be accumulated as follows:

1. Administrators, Directors, and the Director of Athletics/Supervisor of Physical Education & Health shall be entitled to a total of twenty-two (22) (non-cumulative) days of vacation prorated for each month of employment in the preceding school year.

2. Vacation days shall not accrue to members employed in the ten (10) month contracts.

3. Vacation days shall not be cumulative and must be taken in the school year immediately following the year in which they were accumulated.

4. Vacation days shall be granted at a time solely at the discretion of the Superintendent of Schools.

5. In the event of a long term illness/ disability where an administrator has expended all of his/her regular and accumulated sick leave, the administrator shall be entitled to the full amount of vacation time provided that:

a. The administrator has served in the District for at least ten (10) years and,

b. The administrator utilizes all of his/ her accumulated sick days by May 1 of the school year in which the long term illness/disability occurs.

If either of the two above conditions are not satisfied, the vacation period shall be pro-rated as indicated above. The Board reserves the right, however, to grant full vacation benefits if, in its opinion, the circumstances justify it. The granting or non-granting of this benefit will not be subject to the grievance procedure.

It is mutually agreed that K-8 Administrators and the Director of Athletics/Supervisor of Physical Education & Health will observe their vacation days

during the month of July. However, when the month of July has less than twenty-two (22) normally scheduled work days, the Administrator shall be entitled to take the remaining days at a time approved by the Superintendent of Schools. K-8 Administrators shall not receive another day in lieu of Independence Day. Any changes to the schedule must be mutually agreed upon by the particular administrator and the Superintendent of Schools and must be consistent with the educational needs of the School District. The denial of any vacation request when related to the educational needs of the District shall not be subject to the grievance procedure.

ARTICLE 17

Salaries/Experience and Graduate Credits/ Tuition Reimbursement

A. The salaries of all administrators covered by this Agreement are set forth in Appendix A and B, covering the 2003-2004 and 2004-2005 school years respectively, which are attached hereto and made a part hereof. Principals involuntarily transferred from an elementary grade school to either a middle or high school shall receive a one or two additional step movement on the guide for the first year in which the higher grade level assignment is given. (A one step movement from elementary to middle school and a two-step movement from elementary to high school or a one step movement from middle to high school.) In consideration for this salary guide movement, the Association and all employees of the unit agree that any Principal going to a lower grade level would receive an equivalent salary freeze for one or two years, depending upon the grade level reduction. (A high school Principal transfer to an elementary school would receive a two-year salary freeze while a High School Principal transfer to the middle school would receive a one year freeze.)

The Board through its delegate, the Superintendent, shall retain full discretion to negotiate with hires their initial salary guide placement with respect to the amount, if any, of salary guide credit of which the Board may determine to grant to future employees for previous experience.

B. In the event that a successor agreement to this contract is not reached prior to July 1, 2005, then no employee in the unit shall receive the incremental increase under the 2004-2005 salary guide until a new agreement is reached on the issue of salary levels for the 2005-2006 school year.

C. The salary of a Unit member employed less than a full year (as defined in Article 16) shall be calculated by multiplying the daily rate of pay by the number of days worked in the particular school year. The daily rate of pay shall be as follows:

1. In the case of 10-month employees by dividing the annual salary by 200.
2. In the case of 12-month employees, by dividing the annual salary by 240.

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 members of the Board of Education. If any 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 therefore to the person concerned. The employee shall thereafter have such rights of appeal as are expressed in N.J.S.A. 18A:29-14.

E. Tuition Reimbursement:

A payment of up to \$60.00 per credit for approved courses taken in an administrator's recent area of administration in elementary or secondary education with a maximum allowance of nine (9) credits or \$540.00 shall be made in October of each year only if the administrator has successfully completed such approved courses and if the administrator is a member of the staff at the time. Registration and other required fees may be included for reimbursement provided the \$60.00 per credit maximum is not exceeded. Upon request, special consideration will be given to administrators 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. If approval is recommended by the building principal, 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 administrator), 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 education 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 the courses in supervision and administration and supervisory staff or in special cases to others approved by the Superintendent of Schools.

ARTICLE 18

Duration of Agreement

This Agreement shall be effective as of July 1, 2003, and shall continue in full force and effect for a period of two years to June 30, 2005, midnight. 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.

Dated:

Richard Martinelli
President
Hazlet Township
Board of Education

President
Hazlet Township
Administrators Association

Barbara A. Pieszcynski
Business Administrator
Hazlet Township
Board of Education

Chairman, Negotiations Team

(Seal)