

CONTRACT AGREEMENT

HAZLET TOWNSHIP BOARD OF EDUCATION

AND THE

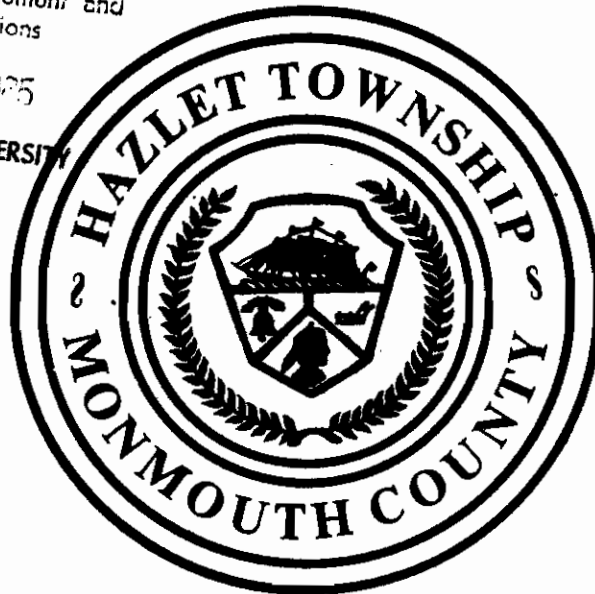
HAZLET TOWNSHIP TEACHERS ASSOCIATION

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## CONTENTS

		<u>Page</u>
	Preamble	1
Article 1	Recognition	2
Article 2	Negotiation Procedure	2-4
Article 3	Grievance Procedure	4-7
Article 4	Teacher Rights	7-8
Article 5	Association Rights and Privileges	8-10
Article 6	Teaching Hours and Teaching Load	10
Article 7	Class Size	10-11
Article 8	Teacher Employment	11
Article 9	Salaries	11-12
Article 10	Sick Leave	12
Article 11	Temporary Leaves of Absence	12-13
Article 12	Extended Leaves of Absence	13-14
Article 13	Miscellaneous Provisions	14
Article 14	Teacher Evaluation	14-16
Article 15	Promotion Policy	16-17
Article 16	Personal and Academic Freedom	17
Article 17	Sabbatical Leaves	17
Article 18	School Calendar	18
Article 19A	Health-Care Insurance Protection	18
Article 19B	Dental Insurance Protection	19
Article 20	Specialists	19
Article 21	Teacher Assignments	19-20
Article 22	Reserve Military Leave	20
Article 23	Voluntary Transfers and Reassignments	20-21
Article 24	Involuntary Transfers and Reassignments	21
Article 25	Professional Liaison Committee	21-22
Article 26	Complaint Procedure	22
Article 27	Maintenance of Discipline and Control of the Classroom	22-23
Article 28	Protection of Teachers, Students, Property	23-24
Article 29	Books and Other Instructional Materials and Supplies	24
Article 30	Fair Dismissal Procedure, Non-Tenure	24-25
Article 31	Deduction From Salary	25-26
Article 32	Non-Association Payroll Representation Fee Deduction	27-29
Article 33	Duration of Agreement	30
Appendix A	Salary Guide - 1983-1984	31
Appendix B	Salary Guide - 1984-1985	32
Appendix C	Course Reimbursement	33
Appendix D	Evaluation Record	34
Appendix E	Grievance Report	35-37

PREAMBLE

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

B. Unless otherwise indicated, the term "Teachers" 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 teachers shall include female teachers.

ARTICLE 2 Negotiation Procedure

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 teachers' 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 teachers 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.

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 Associa-

tion 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 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 a teacher or group of teachers 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 making 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 teachers. 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 teacher 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 prior to the end of the school year or as soon thereafter as is practicable.
3. Level One
  - a. A teacher 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 teacher'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) school 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 five (5) school days after a decision by the Superintendent, or 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 Procedures 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 American Arbitration Association 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 recommendations 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. 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 TEACHERS 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 a teacher 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 teachers, 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 to 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 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    Teacher Rights

- A. Pursuant to Chapter 123, Public Laws 1975, 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 teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms 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 teacher such rights as he may have under New Jersey School Laws, or other applicable laws and regulations. The rights granted to teachers 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 or deprived of promotional opportunity, or deprived of the privilege of attending professional conference 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 teacher 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 teacher 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 teacher 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., N.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 teachers, and to no other organizations, 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. 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.

#### ARTICLE 7 Class Size

- A. 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 para-professional.

#### ARTICLE 8      Teacher Employment

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. Subject to the provisions of Article 14-C, each teacher shall be placed on his proper step of the salary schedule as of the beginning of each school year, effective as of the 1977-78 school year, in accordance with the following paragraph:

A new employee with previous experience shall be placed on the guide at a step not to exceed B6, C6, D6, E6, or F6 according to his or her qualifications, however, the Superintendent may recommend to the Board, the hiring of a new teacher at a step in excess of the five year experience award; the granting of which shall be at the sole discretion of the Board.

- C. Teachers who have not been engaged in other teaching or other activity indicated above shall be placed on the next position on the Salary Guide Schedule above that at which they left, provided that the teacher completed at least 1/2 of the school year in which he left.
- 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. Previously accumulated unused leave days will be returned to all returning teachers who were away on Board approved leave of absence.

#### ARTICLE 9      Salaries

- A. The salaries of all teachers covered by this Agreement are set forth in Appendixes A and B which are attached hereto and made a part thereof, subject to the provisions of Article 14-C. It is understood that if the premium increase for the Dental coverage is less than 1/4 of 1% of the 1983-84 salaries, that the salary guide for the 1984-85 school year will be adjusted accordingly to reflect the difference between the 1/4 of 1% and the actual premium increase.
- B. 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 A, Subsection 2 to determine a daily rate and then multiplying the daily rate by the number of days covered by the contract.

#### ARTICLE 10 Sick Leave

- A. As of September 1, 1977, all teachers employed shall be entitled to twelve (12) sick leave days each school year as of the first official 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.
- 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 teacher is to receive a notice which tells how many sick days they have accumulated.
- D. For those teachers employed prior to September 7, 1983, upon retirement only, a teacher shall be entitled to be paid \$20.00 per day for any accumulated sick leave days to a maximum of \$10,000.00. 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 school year. Example:  
 If notification is given by December 1, 1982 to retire anytime during the 1983-84 school year, payment will be made immediately following retirement; however, if notification is given after December 1, 1982, but prior to December 1, 1983 to retire anytime during the 1983-84 school year, payment will be made in July of 1984.
- E. For those teachers employed effective September 7, 1983 and subsequent, a teacher, upon retirement only, shall be entitled to be paid \$20.00 per day for any accumulated sick leave days up to a maximum of one full school year. The school year is as defined in Article 18, Section A.2 of this contract. It is understood that the notification procedure as defined in Article 10, Section D is also applicable to this section.

#### ARTICLE 11 Temporary Leaves of Absence

- A. As of the beginning of the school year, teachers shall be entitled to the following non-accumulative leaves of absence with full pay each school year; combined leave shall not exceed a maximum of six (6) days.
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 shall be defined as a member of the family unit no matter what degree of relationship.

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 six (6) 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 six (6) 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. This absence shall be charged against the six (6) days as set forth above.
  6. Other leaves of absence with or without pay may be granted by the Board for good reason.
- B. Leaves taken pursuant to Section A above, shall be in addition to any sick leave to which the teacher is entitled.

#### ARTICLE 12 Extended Leaves of Absence

##### A. Maternity

1. A leave of absence will be granted, without pay, for maternity reasons to any regularly employed female 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 a non-tenure teacher the maternity leave shall not extend beyond the contract year in which said leave was granted.
4. There is no compensation for maternity leave and no experience credit on the salary schedule is 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 in writing.

#### 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 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.
- C. Any individual contract between the Board and an individual teacher, 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 teacher 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 telegram or certified letter at the following addresses:
  1. If by Association, to Board, at Office of Board Secretary, Hazlet, New Jersey.
  2. If by Board, to Association, address is the home of its President.

#### 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.
1. 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.
- C. An evaluation sheet (see appendix) 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 employment 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 is to be completed for tenure teachers 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. 18 A: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 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 during such review.
- G. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review such materials. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature is in no way indicative of his 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 the 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      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 final date when applications must be submitted, and in any event not less than fifteen (15) school days before such dates.

- 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 16    Personal and Academic Freedom

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

ARTICLE 17    Sabbatical Leaves

- A. The Superintendent may recommend a 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 (1%) percent 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.
1. 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.
  2. The teachers work year shall consist of 183 days.
  3. All teachers shall be required to attend two (2) 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.
- B. The Board agrees to publish and promulgate the School Calendar prior to the issuance of the individual teachers contract for the next year.

ARTICLE 19A      Health-Care Insurance Protection

As of January 1, 1980, the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher 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 the Association, and shall include all prior benefits previously agreed to.
2. All active employees and their spouses who are covered under Part B of the Federal Medicare Program shall receive a refund of the basic amount paid for timely enrollment in Part B.
3. The health insurance carrier shall be Connecticut General.
4. The Board shall provide to each teacher 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.

ARTICLE 19 B      Dental Insurance Protection

As of January 1, 1982, 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 teacher. It is also understood that the dental insurance protection plan pays only 50% of covered services and it is the responsibility of the individual teacher 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 the Association.
2. The dental insurance carrier shall be Connecticut General.
3. The Board shall provide to each teacher 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. It is understood that the maximum premium to be paid by the Board is \$141.00 for employee only coverage and an additional \$307.68 for a total of \$448.68 for dependents coverage per employee for the 1983-84 school year. For the 1984-85 school year, these figures will be updated to reflect the premium rates for that year. It is understood that the 1984-85 school year premium rates will represent the "cap" for this benefit and will be subject to further negotiations in future years.

In the event that the 1985-86 contract is not settled on or before July 1, 1985, the Board agrees to continue this coverage up to December 31, 1985 or to the date of ratification of the successor agreement, whichever occurs first, on the same terms and conditions as are above set forth.

ARTICLE 20      Specialists

- A. 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. Accordingly by the beginning of the 1977-78 school year, every effort will be made to employ qualified specialists.

ARTICLE 21      Teacher 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 Teachers

1. Schedules

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

2. Expenses

Teachers 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 fifteen (15¢) per mile.

ARTICLE 22     Reserve Military Leave

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

- A. Sixty (60) days prior to E.T.A. at the training center for duty, a copy of a 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. Teachers 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     Voluntary Transfers and Reassignments

A. Notification of Vacancies

1. Date - As soon as he is 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 school 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      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 involved and the Superintendent or his designate, at which time the teacher shall be notified of the reason therefor. 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 interests 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 recommendations, 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

A. 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 and 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 recommendations 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 18A: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 any act or omission arising out of and in the course of the performance of the duties as 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.

#### ARTICLE 29 Books and Other Instructional Materials and Supplies

##### A. 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 ten (10) dollars.

#### ARTICLE 30 Fair Dismissal Procedure, Non-tenure

##### A. Notification of Status

1. Date - On or before April 30 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 nonemployment may within fifteen (15) calendar days thereafter, in writing, request a statement of reasons for such nonemployment 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 nonemployment 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 nonemployment 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 31    Deduction from Salary

- A. The Board agrees to deduct from the salaries of its teachers dues for the Hazlet Teachers Association, the Monmouth County Education Association, the New Jersey Education Association or the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310. Public Laws of 1967 (NJSA52:14-15.9e) 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 Teachers

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. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME \_\_\_\_\_ SOC. SEC. NO. \_\_\_\_\_

SCHOOL BUILDING \_\_\_\_\_ DISTRICT \_\_\_\_\_

TO: SECRETARY OF BOARD OF EDUCATION, HAZLET, N.J. 07730

I hereby request and authorize the above named Secretary of the Board of Education to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the Secretary of the Board of Education will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the Secretary of the Board of Education shall deduct any remaining amount due for that current school year.

I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefore. I designate the Hazlet Teachers Association to receive dues and distribute according to the organization(s) indicated:

Hazlet Teachers Association \_\_\_\_\_  
 National Education Association \_\_\_\_\_  
 Monmouth County Education Association \_\_\_\_\_  
 New Jersey Education Association \_\_\_\_\_

- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues for each covered member. Any association which shall change the rate of its membership dues shall give the Board sixty (60) days written notice by certified mail prior to the effective date of such change.
- C. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
- D. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

## ARTICLE 32 - Non-Association Payroll Representation Fee Deduction

1. 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 fee 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.

### 2. Amount of Fee

a. Notification. Prior to the beginning of each contract year, 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.

b. 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, initiation 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.

### 3. Deduction and Transmission Fee

a. Notification. Once during the contract year covered in whole or in part by 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 (b) below, the representation fee and promptly transmit the amount so deducted to the Association.

b. 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 the first pay check paid.

1. Twenty (20) days after receipt of the aforesaid list by the Board.
2. 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.

c. 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 prorata 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 prorata 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.

d. 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.

e. Changes. The Association will notify the Board in writing of any changes in the list provided for in paragraph (a) 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.

f. 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.

g. 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.

h. 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.

i. Effective Date. The effective date for the commencement of the agency shop agreement for representation fees shall be the 1983/84 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, 1983 and shall continue in full force and effect for a period of two years to June 30, 1985 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 October 1983.

Edward J. O'Brien  
Edward J. O'Brien  
President,  
Board of Education

Harry G. Camwell  
Harry G. Camwell  
President,  
Hazlet Teachers' Association

Eugene A. Konopacki  
Eugene A. Konopacki  
Board Sec'y/School Bus. Adm.

Sarah O'Neill  
Sarah O'Neill  
Secretary,  
Hazlet Teachers' Association



APPENDIX A

## HAZLET TOWNSHIP BOARD OF EDUCATION

## TEACHER'S SALARY GUIDE

1983-1984

(EFFECTIVE July 1, 1983)

Step	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	\$13,700	\$14,040	\$14,830	\$15,520	\$15,850
2	14,290	14,630	15,420	16,110	16,440
3	14,880	15,220	16,010	16,700	17,030
4	15,470	15,810	16,600	17,290	17,620
5	16,130	16,470	17,260	17,950	18,280
6	16,790	17,130	17,920	18,610	18,940
7	17,450	17,790	18,580	19,270	19,600
8	18,150	18,490	19,280	19,970	20,300
9	18,850	19,190	19,980	20,670	21,000
10	19,550	19,890	20,680	21,370	21,700
11	20,310	20,650	21,440	22,130	22,460
12	21,070	21,410	22,220	22,890	23,220
13	21,830	22,170	22,960	23,650	23,980
14	22,640	22,980	23,770	24,460	24,790
15	23,450	23,790	24,580	25,270	25,600
16	24,260	24,600	25,390	26,080	26,410
17	25,160	25,500	26,290	26,980	27,310

SUPER MAXIMUM

18	26,360	26,700	27,490	28,180	28,510
19	28,010	28,350	29,140	29,830	30,160
25	29,050	29,394	30,191	30,888	31,222

All teachers who have reached Step-19 and have completed an additional four years in the District - (theoretically they would be moving to Step-24) - shall receive a longevity stipend of 1% of the salary base of Step-19.

(Super Maximum) applies only to those teachers under tenure with 17 or more years of experience upon recommendation of the Superintendent.

Schedule B - Applies to teachers holding a standard certificate and/or Bachelor's Degree.

Schedule C - Applies to teachers holding a standard certificate and 20 graduate credits beyond a Bachelor's Degree.

Schedule D - Applies to teachers holding a standard certificate and a Master's Degree.

Schedule E - Applies to teachers holding a standard certificate and 45 graduate credits including a Master's Degree.

Schedule F - Applies to teachers holding a standard certificate and 60 graduate credits including a Master's Degree.

APPENDIX B

## HAZLET TOWNSHIP BOARD OF EDUCATION

## TEACHER'S SALARY GUIDE

1984-1985

(EFFECTIVE July 1, 1984)

<u>Step</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	\$14,355	\$14,705	\$15,535	\$16,245	\$16,585
2	14,965	15,315	16,145	16,895	17,195
3	15,575	15,925	16,755	17,465	17,805
4	16,185	16,535	17,365	18,075	18,415
5	16,875	17,225	18,055	18,765	19,105
6	17,565	17,915	18,745	19,455	19,795
7	18,255	18,605	19,435	20,145	20,485
8	18,985	19,335	20,165	20,875	21,215
9	19,715	20,065	20,895	21,605	21,945
10	20,445	20,795	21,625	22,335	22,675
11	21,235	21,585	22,415	23,125	23,465
12	22,025	22,375	23,205	23,915	24,255
13	22,815	23,165	23,995	24,705	25,045
14	23,655	24,005	24,835	25,545	25,885
15	24,495	24,845	25,675	26,385	26,725
16	25,335	25,685	26,515	27,225	27,565
17	26,535	26,885	27,715	28,425	28,765

SUPER MAXIMUM

18	28,115	28,465	29,295	30,005	30,345
19	30,160	30,510	31,340	32,050	32,390
25	31,222	31,575	32,413	33,131	33,474

All teachers who have reached Step-19 and have completed an additional four years in the District - (theoretically they would be moving to Step-24) - shall receive a longevity stipend of 1% of the salary base of Step-19.

(Super Maximum) applies only to those teachers under tenure with 17 or more years of experience upon recommendation of the Superintendent.

Schedule B - Applies to teachers holding a standard certificate and/or Bachelor's Degree.

Schedule C - Applies to teachers holding a standard certificate and 20 graduate credits beyond a Bachelor's Degree.

Schedule D - Applies to teachers holding a standard certificate and a Master's Degree.

Schedule E - Applies to teachers holding a standard certificate and 45 graduate credits including a Master's Degree.

Schedule F - Applies to teachers holding a standard certificate and 60 graduate credits including a Master's Degree.

APPENDIX C

A payment of up to \$40.00 per credit for approved courses taken in a teacher's present area of teaching in elementary or secondary education with a maximum allowance of nine (9) credits or \$360.00 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 \$40.00 per credit maximum is not exceeded.

Upon request special consideration will 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 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 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 (A to B, B to C, 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 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.

APPENDIX D

HAZLET TOWNSHIP PUBLIC SCHOOLS

EVALUATION RECORD

TEACHER \_\_\_\_\_ SCHOOL \_\_\_\_\_ GRADE \_\_\_\_\_ DATE \_\_\_\_\_

NUMBER OF YEARS IN SYSTEM (Include current year) \_\_\_\_\_

- 1. Classroom Relationships - Includes knowledge of subject matter, skill in presenting, pupil progress, control of classroom situation.
- 2. Personal Relationships - includes good rapport with children, faculty, supervisors, other personnel and parents, cooperation with community, appearance.
- 3. Professional Relationships - includes cooperation with administration, attitudes toward school program, activities and policies, contributions towards school growth, growth in profession.
- 4. Other Remarks:
- 5. Recommendations:

	<u>Yes</u>	<u>No</u>	<u>Requires further study</u>
Recommended for re-employment	_____	_____	_____
Recommended for increment	_____	_____	_____

\_\_\_\_\_  
Principal

STATEMENTS BY TEACHER

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

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

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

\_\_\_\_\_  
Date

APPENDIX E  
HAZLET TOWNSHIP SCHOOL DISTRICT  
GRIEVANCE REPORT

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

Name of Grievant \_\_\_\_\_ Assignment \_\_\_\_\_ Date Filed \_\_\_\_\_

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 Grievant      Date

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

\_\_\_\_\_

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

(Appendix E cont'd.)

Level II

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

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

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

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

C. Position of Grievant 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 Grievant 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