

CONTRACT

HAZLET TOWNSHIP BOARD OF EDUCATION

AND THE

SPECIAL SERVICES UNIT

2003-2004

2004-2005

2005-2006

2/6/04

WATCH PAGE NUMBERS

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - NEGOTIATION PROCEDURE	1
ARTICLE 3 - GRIEVANCE PROCEDURE	2
ARTICLE 4 - UNIT MEMBER RIGHTS	5
ARTICLE 5 - UNIT RIGHTS AND PRIVILEGES	5
ARTICLE 6A - HEALTH CARE INSURANCE PROTECTION	6
ARTICLE 6B - DENTAL INSURANCE PROTECTION	7
ARTICLE 7 - EMPLOYMENT.....	7
ARTICLE 8 - SICK LEAVE	7
ARTICLE 9 - TEMPORARY LEAVES OF ABSENCE	9
ARTICLE 10 - EXTENDED LEAVES OF ABSENCE	10
ARTICLE 11 - MISCELLANEOUS PROVISIONS.....	11
ARTICLE 12 - EVALUATIONS	12
ARTICLE 13 - PROMOTIONS	13
ARTICLE 14 - SABBATICAL LEAVES	13
ARTICLE 15 - SCHOOL CALENDAR.....	14
ARTICLE 16 - WORK YEAR AND VACATIONS.....	14
ARTICLE 17 - SALARIES/EXPERIENCE AND GRADUATE CREDIT/TUITION REIMBURSEMENT.....	15
ARTICLE 18 - DURATION OF AGREEMENT.....	17
APPENDIX I - 2003-2006 SALARY SCHEDULE	i

PREAMBLE

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

WITNESSETH

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

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

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

ARTICLE 1 - RECOGNITION

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

School Social Worker
School Psychologist
Learning Disabilities Teacher/Consultant

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

ARTICLE 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 Unit employment. Such negotiations shall begin not later than the date as established by the State of New Jersey. The date may be extended by mutual agreement. Any agreement so negotiated shall apply to all Unit employees as hereinbefore defined, be reduced to writing, signed by the Board and Unit, and be adopted by the Board and the Unit.

- B. The Board shall make available to the Unit for inspection all pertinent records, data, and information of the Hazlet School District which are a matter of public record.
- C. The parties mutually pledge that, subject to applicable law, their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals, in the course of negotiations.
- D. 1. Representatives of the Board and the Unit's Negotiation Committee shall meet at the request of either party for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance.
2. Each party shall submit to the other, at least three (3) workdays prior to the meeting, an agenda covering matters they wish to discuss.
3. Should the Board and the Unit mutually agree to negotiate an amendment to this Agreement, the amendment shall be reduced to writing, be signed by the Board and the Unit and be adopted by the Board and the Unit.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE 1 of this Agreement, with any organization other than the Unit for the duration of this Agreement.
- F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. DEFINITIONS

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

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 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 Unit, the initial discussion shall be at the level of the Superintendent; and in such event, if the problem is not resolved to the satisfaction of the Unit, within ten (10) workdays after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

If 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 of the extent of the injury, loss, or inconvenience;
3. the result of the previous discussion;
4. his dissatisfaction with decisions previously rendered.

4. Level Two

The grievant no later than five (5) workdays after the receipt of his immediate supervisor's decision may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing reciting the matter submitted to the immediate supervisor as specified above and his dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) 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) work days after the receipt of the Superintendent's decision, may request a review by the Board of Education. This request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board shall review the grievance and render a decision within thirty-five (35) calendar days of receipt of the request of the review by the Superintendent.

6. Level Four

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

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

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

C. RIGHT OF UNIT TO REPRESENTATION

1. Any aggrieved person may be represented at the second and subsequent levels of the grievance procedure by himself, and/or by a representative of his choosing. When Special Services personnel is not represented by the Unit, the Unit shall have the right to be present at the second and subsequent 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 Unit and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE 4 - UNIT MEMBER RIGHTS

- A. Whenever any Unit member is required to appear for a formal hearing before the Board concerning any matter which adversely affects the continuation of that Unit member 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 Unit present to advise him and represent him during such meeting or interview. Any suspension of Special Services personnel, pending charges, shall be with pay.
- B. Any criticism by a superior or Board Member of Special Services personnel shall be made in confidence and not in the presence of teachers, parents, students, or public gatherings.

ARTICLE 5 - UNIT RIGHTS AND PRIVILEGES

- A. Whenever, with the approval of the Superintendent, an employee who represents the Unit or any employee covered by the contract is scheduled by the parties to participate during working hours in negotiation or grievance proceedings, he shall suffer no loss in pay.
- B. Representatives of the Unit, shall, with the approval of the Superintendent or his designee, be permitted to transact official Unit business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Unit and its representatives shall have the right to use school buildings for 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 Unit and its representatives as set forth in this Agreement shall be granted only to the Unit as the exclusive representative of the Special Services Unit. Both parties shall be entitled to rely on this exclusive representation.

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

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

G. Unit Members may attend Committee Meetings of the Board Committees that would normally be open to the general public.

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 Unit Member and in cases where appropriate for family-plan for comprehensive major medical coverage.

1. The Board shall provide each Unit Member 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.
2. The health care insurance coverage shall include a non-binding, mandatory second medical opinion for non-emergent surgery at no cost to the employee or other covered individual. The coverage shall also include a comprehensive major medical component with deductibles of \$250 for Unit Members and \$500 for families. Co-insurance payments by employees shall be 20% of \$3,000.
3. Employees that become members of this bargaining unit on or after July 1, 2001, shall receive "point-of-service (POS)" medical coverage. These employees shall, however, be permitted to purchase traditional indemnity plan coverage by paying the differential of the POS and traditional indemnity plan through payroll deductions. All employees shall have the option to enroll in the POS plan during open enrollment periods.

B. The Board shall provide a prescription plan for each Unit Member, known as Rx Prime. The Board shall pay the full premium for individual or family coverage, if applicable. The prescription plan has a \$6.00 for mail order, \$10 for generic drugs, and

\$20 for name brand co-pay provision at participating pharmacies and it is the responsibility of the individual Unit Member to remit the co-pay portion of the plan.

C. The Rx Prime prescription plan and the comprehensive major medical coverage described hereinabove shall not permit any "flow through" of the co-pay portion of the Unit Member'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 Unit Member. It is also understood that the dental insurance protection plan pays only 50% of covered services and it is the responsibility of the individual Unit Member to pay the other 50% of the cost of the services.

1. Provisions of the dental-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and Association.
2. The dental insurance carrier shall be Delta.
3. The Board shall provide to each Unit Member 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, 2006 in accordance with the Board's obligations for payment as set forth above.

ARTICLE 7 - EMPLOYMENT

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

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

ARTICLE 8 - SICK LEAVE

A. All Unit Members shall be entitled to twelve (12) sick leave days each school year at the rate of 1.00 days per month of employment. Unit Members 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 Unit Member is to receive a notice which tells how many sick days they have accumulated through the end of the previous school year.

D. Any Unit Member who retires shall be entitled to remuneration for each day of accumulated unused sick leave within the maximum limits as described below:

1. The per diem rate of pay shall be established by dividing the Unit Member's salary for the school year by 220 days.

2. For Unit Members who become full time Unit Members in this District and continue to be unit members in this District, 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 a Unit Member in this District up to a maximum of 220 days. Any sick days accumulated in this District by an individual prior to becoming a Unit Member in this District, shall be paid, upon retirement as a Unit Member, at the prevailing rate of that individual's prior Unit. It is understood that any sick days which are taken by a Unit Member while employed as a Unit Member in this District shall be subtracted from the number of sick days available to a Unit Member 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 Unit Member are expended, the individual will then utilize sick days accumulated while employed in this District in a previous Unit.

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 school year, Example:

If notification is given by December 1, 2004 to retire anytime during the 2005-2006 school year, payment will be made immediately following retirement; however, if notification is given after December 1, 2004, payment will be made in July of 2006.

F. In no event shall payments for unused, accumulated sick leave upon retirement exceed \$15,000 for any employee.

ARTICLE 9 - TEMPORARY LEAVES OF ABSENCE

A. Personal Business

1. Unit Members shall be entitled a maximum of three (3) per year for personal leave which, if unused, shall accumulate as sick leave pursuant to Article 8.
2. At least three (3) days notice shall be given in writing, through the Superintendent's office, when requesting a personal day. Lacking such notice, the absence may be considered unauthorized and the Unit Member's pay will be deducted at a daily rate of 1/220 of the annual salary of the Unit Member.
3. Personal day will not be granted the day immediately preceding nor following a vacation, nor school holiday, nor during the first and last week of the school year except for justifiable reason which receives the prior approval of the Superintendent. The denial by the Superintendent of a request for such personal day shall not be subject to the grievance procedure.
4. The Superintendent, in the best educational interest of the school district, is empowered to deny any request for the above day. Such denial shall be subject to the grievance procedure, with the exception of those personal days outlined in Paragraph 3 above.

B. Illness in the Immediate Family

For serious illness in the immediate family (husband, wife, children and other members of the same home; father and mother; brothers, sisters; grandfather and grandmother; father-in-law and mother-in-law), three (3) non-accumulative days in any contract year. The term "serious illness" shall be defined as follows: An illness which is grave in nature and where there is a reasonable apprehension of risk of life or well-being which requires the presence of the family member and a doctor.

C. Death in the Immediate Family

Unit members shall be entitled to bereavement leave up to four (4) days from the date of death per occurrence for the death of any member of the immediate family including an employee's spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, and other members of the immediate household. Unit members may be absent from school duties without loss of pay for a period of one day for others not defined above. Unit member shall provide at

least twenty-four (24) hour notification to the Superintendent or his designee, except in the cases of emergencies. Employees shall also identify the person by name and relationship, i.e., John Smith, friend.

D. Professional Obligations

Whenever a Unit Member is absent to visit other schools or Unit Members for professional observation, attending a school meeting, conference, or convention, full salary shall be paid, provided the absence is approved by the Superintendent.

E. Other Leaves

Other leaves of absence with or without pay may be granted by the Board for good reasons.

F. Miscellaneous

Leaves taken pursuant to Sections A, B, C, D, or E above shall be in addition to any sick leave which the Unit Member is entitled.

G. In the event that a Unit Member is called to serve on jury duty, the Unit Member shall receive the difference between his/her regular salary and any remuneration received for serving on jury duty. For the purpose of this calculation, any reimbursement received for mileage shall be disregarded.

ARTICLE 10 - EXTENDED LEAVES OF ABSENCE

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

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

In the case of non-tenure Unit Members, such time taken as maternity leave shall not count toward the time requirement for the confirming of tenure in accordance with 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 requests for extension or renewals of leaves shall be applied for in writing. Approval or disapproval of such a request shall be in writing.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law in a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any individual contract between the Board and individual Unit Member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. Accordingly, each individual Unit Member 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 Unit, to Board, at Office of the Board Secretary, Hazlet, New Jersey.
2. If by Board, to Unit, address is the Board of Education Office.

D. Unit Members who are required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the IRS rate per mile, in effect at the time of the travel.

E. There shall be no reduction in the Special Services Unit without prior consultation between the Superintendent of Schools and the Unit.

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

G. When the absence arises out of or from such assault or injury, the Unit Member 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 Unit Members for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a Unit Member while the Unit Member was acting in the discharge of his 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, Unit Members affected by the change will review, modify, and approve the proposal.
2. If a disagreement between the people initiating the proposal and a Unit Member cannot be resolved, it shall be referred to the Superintendent to render a final decision.

ARTICLE 12 - EVALUATIONS

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 Unit Members whose performance affects all aspects of the educational programs in the schools for which they are responsible.

Therefore the following guidelines are set forth in connection therewith:

1. The evaluation of personnel encompassed by this contract is the direct responsibility of the Director of Special Services.
2. Evaluation of Unit Members shall be continuous and ongoing during the school year and shall include such timely observations, meetings, conferences, visitations and other procedures as may be deemed necessary and proper to gain and communicate the relevant information.
3. The results of the evaluation of each Unit Member shall be reported on the appropriate evaluation instruments. Provision is made for the preparation and submission of addenda to the forms in such cases as they are deemed necessary.
4. The evaluation instruments of Unit Members shall be comprehensive in their scope and touch upon all significant areas of the appropriate functions as set forth in the particular job description for the position. They 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.
- 5. Evaluation of Unit members shall proceed as follows:
 - A. (1) Social Workers, Learning Disabilities Teacher/Consultants and School Psychologists shall be evaluated by their immediate supervisor, in consultation with the Assistant Superintendent of Schools.
 - B. (1) Evaluation forms for Unit Members shall include an appropriate portion whereupon the evaluatee shall indicate his concurrence or disagreement with the contents and conclusions thereof, together with reasons for the disagreement, should any exist.
 - C. (1) All evaluation instruments of Unit Members shall be submitted to the Superintendent of Schools timely for his study with reference to the granting of contracts.

ARTICLE 13 - PROMOTIONS

When a vacancy occurs in the school district, a job description and other details, such as requirements in the area of certification, length of contract, salary, where and how to apply, and other pertinent information, is posted in each school office as well as on the bulletin board in the Administration Building. Those who qualify are interviewed by the Superintendent, or his delegated agent. After due consideration and evaluation of all the applicants, a recommendation is made to the members of the Board for final action.

A vacancy is defined as the resignation/retirement of a Unit Member that results in a staff opening or an increase in the staff of the Unit being approved by the Board.

ARTICLE 14 - SABBATICAL LEAVES

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

1. Sabbatical leaves shall be granted to a maximum of one Unit Member at any one time.
2. 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 Unit Member has completed at least seven (7) full school years of service in the Hazlet School District.
4. A Unit Member on sabbatical leave shall be paid by the Board at fifty percent (50%) of the salary rate which he would have received if he would have remained for the year.
5. Upon return from sabbatical leave, a Unit Member shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
6. A Unit Member applying for such leave shall agree in writing to return to the School District for a period of two (2) years. The Board shall have the right to secure such agreement by Security Bond and the Board shall pay the premium of the Security Bond.

ARTICLE 15 - SCHOOL CALENDAR

- A. The Board agrees that the Unit has the right of consultation in the preparation of the school calendar.
 1. A representative of the Unit shall meet with the Superintendent of Schools when the school calendar is being prepared to offer suggestions as to its make-up.
- B. The Board agrees to make every effort to publish and promulgate the school calendar prior to the issuance of the individual Unit Member's contract for the next year.

ARTICLE 16 - WORK YEAR AND VACATIONS

Work Year

The work year for Unit Members shall be from July 1 to June 30. All days listed in the school calendar not counted for attendance purposes except the first day

(Orientation Day) - including Independence Day and Labor Day - shall be considered as holidays for Unit Members.

In the event of a long term illness/disability where a Unit Member has expended all of his or her regular or accumulated sick leave, the Unit Member shall be entitled to the full amount of vacation time provided that,

- a. the Unit Member has served in the District at least 10 years, and
- b. the Unit Member utilizes all of his/her accumulated sick days by May 1, of the school in which the long term illness/disability occurs.

If either of the two above conditions is not satisfied, the vacation days will be prorated at the rate of two (2) days a month that the Unit member worked within that school year. The Board reserves that 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.

Vacation

Unit members shall be entitled to a total of twenty (22) vacation days (non-cumulative) during the school year at the discretion of their immediate supervisor and with the approval of the Superintendent of Schools.

ARTICLE 17 - SALARIES/EXPERIENCE AND GRADUATE CREDIT

A. The salaries of all Unit Members covered by this Agreement for 2003-2004, 2004-2005 and 2005-2006 school years are set forth in Appendix I which is attached and made a part hereof.

The Unit and the Board agree to meet six (6) times during the time of this Contract to discuss the establishment of minimum and maximum salary levels for the persons in the Unit. The dates for the meetings shall be mutually agreed upon by the Board and the Unit.

B. The salary of any Unit Member employed less than a full year shall be calculated by dividing the annual salary by 220 to establish the daily rate. The daily rate shall be multiplied by the number of days to be worked in the school year.

C. The Board of Education reserves unto itself the right to withhold for inefficiency, or other good cause, in the performance of any assignment, the employment increment or the adjustment increment, or both, of any person listed on any salary guide in any year of employment by a recorded roll call majority vote of the full membership of the Board of Education. If an increment is withheld, it shall be the duty of the Board of Education

within ten (10) days to give written notice of such action together with the reasons therefore to the person concerned. The employee shall thereafter have such rights of appeal as are expressed in N.J.S.A. 18A:20-14.

D. Tuition Reimbursement

The Board of Education shall pay up to one-half the established rate percent by Rutgers University for approved courses taken in a unit member's present area of assignment with a maximum allowance of twelve (12) per year. Payments shall be made in October of each year only if the unit member has successfully completed such approved courses and if the unit member is a member on the staff at the time. Registration and other required fees may be included for reimbursement provided the one-half Rutgers credit rate maximum is not exceeded.

Upon request, special consideration will be given to Unit Members who take courses in other than the assigned area. Such courses, fully described as per college catalogue (graduate or under-graduate courses, cost per credit, number of credits, etc.) shall be presented in the prescribed form, to the Special Services Director 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 Unit Member), to the Superintendent's Office by the end of the following September for the Board approval for reimbursement. The reimbursement period extends from September 1st through August 1st.

Approval of courses in supervision and administration shall be given only to members of the administrative and supervisory staff or in special cases to others approved by the Superintendent of Schools.

ARTICLE 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 three years to June 30, 2006, midnight, subject to the Unit's rights 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.

Dated: _____, 2004

Richard A. Martinelli, President
Hazlet Township
Board of Education

_____, President
Special Services Unit

Laura Venter,
Board Secretary/School
Business Administrator

Special Services Unit
Negotiations Committee

APPENDIX I

2001- 2003 SALARY SCHEDULE

SPECIAL SERVICES UNIT

<u>Off Guide</u>	<u>2003-04</u>
Barbara McLeod	84,152

	<u>Step</u>	<u>2003-04</u>	<u>Step</u>	<u>2004-05</u>	<u>Step</u>	<u>2005-06</u>
SS/DD	9	54,742	10	57,205	11	59,779
MA/MAH	8	52,569	9	54,935	10	57,407
	7	50,888	8	53,177	9	55,570
	6	49,207	7	51,421	8	53,735
ER/KJ	5	47,526	6	49,665	7	51,900
RW	4	45,895	5	47,960	6	50,118
	3	44,808	4	46,825	5	48,932
	2	43,722	3	45,690	4	47,746
CL	1	42,636	2	44,555	3	46,560
			1	43,120	2	45,374
					1	44,188