

**CONTRACT AGREEMENT**

**between the**

**HAZLET TOWNSHIP BOARD OF EDUCATION**

**and the**

**HAZLET ADMINISTRATORS ASSOCIATION**

**2013 - 2016**

Revised 7/24/13

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## **PREAMBLE**

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

## **WITNESSETH**

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

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

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

## **ARTICLE 1**

### **Recognition**

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

Directors  
Principals  
Assistant Principals  
Supervisors

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

## **ARTICLE 2**

### **Negotiation Procedure**

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

B. The Board shall make available to the Association for inspection all pertinent records, data, and information of the Hazlet School District which are a matter of public record. The request must be received in writing and the information provided to the Association within five (5) working days upon receipt of said request.

C. The parties mutually pledge that, subject to applicable law, their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

D. 1. Representatives of the Board and the Association's Negotiating committee shall meet at the request of either party for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

2. Each party shall submit to the other, at least three (3) days prior to meeting, an agenda covering matters they wish to discuss.

3. Should the Board and the Association mutually agree to negotiate an amendment to this Agreement, the amendment shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

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

F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

### **ARTICLE 3**

## Grievance Procedure

### **A. DEFINITIONS**

1. A grievance is a claim filed within fifteen (15) working days after the occurrence of an event which affects the terms and conditions of employment of an administrator which is claimed to be a violation in the matter of the interpretation of any of the provisions of this Agreement.

2. An "aggrieved person" is the person or persons making claim.

3. The Administrators Association may initiate a class grievance on behalf of a clearly defined group of administrators with a common grievance as above defined. The "class" or category of personnel must include all members of the classification, e.g., all principals or all vice-principals, etc.

### **B. PROCEDURE**

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, where practicable, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

#### 3. Level One

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

If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within eight (8) workdays, he shall set forth his grievance in writing to the immediate supervisor specifying:

1. The nature of the grievance
2. The nature and extent of the injury, loss, or inconvenience
3. The result of the previous discussion
4. His dissatisfaction with decisions previously rendered.

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

4. Level Two

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

5. Level Three

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

6. Level Four

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given the Board through the Superintendent within ten (10) workdays after the receipt of the decision which is being appealed. Where, however, the grievant elects so to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association.

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

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

**C. RIGHT OF ADMINISTRATORS TO REPRESENTATION**

1. Any aggrieved person may be represented at the second and subsequent levels of the grievance procedure by himself and/or by a representative of his choosing.

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

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

#### **D. MISCELLANEOUS**

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

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

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

### **ARTICLE 4**

#### **Administrator Rights**

A. Whenever any administrator is required to appear for a formal hearing before the Board concerning any matter which could adversely affect the continuation of that administrator in his office, position or employment or the salary or any increments pertaining thereto, he shall be given prior written notice through the Superintendent of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of an administrator, pending charges, shall be with pay.

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

### **ARTICLE 5**

#### **Association Rights and Privileges**

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

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

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

D. The bargaining and related rights of the Association and its representative as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the administrators. Both parties shall be entitled to rely on his exclusive representation.

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

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

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

## **ARTICLE 6A**

### **Health Care Insurance Protection**

A. The Board shall provide the following health care insurance.



1. All employees shall receive full family health insurance coverage under the Cross/Blue Shield-Horizon Point of Service plan, or the New Jersey School Employees Health Benefits Plan Direct 10. In the event the Board decides to change carriers, the proposed new plan shall be submitted to the Association for review at least sixty (60) days before implementation.
2. All active employees and their spouses who are covered under Part B of the Federal Medicare Program shall receive a refund on the basic amount paid for timely enrollment in Part B.
3. The Board shall make available to each employee a description of the health-care insurance coverage provided under this ARTICLE which shall include a clear description of conditions and limits of coverage as listed above.
4. The health care insurance coverage shall include a non-binding second medical opinion for elective surgery at no cost to the administrator. The coverage shall also include a comprehensive major medical component with deductibles of \$250 for employees and \$500 for families. Co-insurance payments by employees shall be 20%, up to \$3,000.00.

B. The Board shall provide a prescription plan for each employee. The Board shall pay the full premium for individual or family coverage, if applicable with a \$10 for mail order, \$5 for generic drugs and \$20 for name brands co-pay provision at participating pharmacies and it is the responsibility of the individual employee to remit the co-pay portion of the plan. When a generic alternative is available, the Plan only covers the cost of the generic medication. If a member chooses to get the name-brand medication, when a generic is available, the member must pay the generic co-pay, plus the difference in cost between the generic and the name-brand medication.

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

D. In addition to the co-pays required in the current coverage plans, all employees shall make contributions towards health insurance premiums, through payroll deductions, in the amount prescribed by current law in each year of this Agreement.

## **ARTICLE 6B**

### **SECTION 125 – Cafeteria Plan**

The Board shall establish a Section 125 Cafeteria Plan, pursuant to the rules and regulations of the Internal Revenue Service. Employees that waive their family health care and prescription insurance coverage shall be paid \$5,000 per year, employees that waive their two adult health care and prescription coverage shall be paid \$4,000 per year. Employees shall have a right to opt out/in of Section 125 Plan each year by following these procedures. Requests for a waiver/inclusion must be submitted on or before May 1, in the school year prior to the waiver/inclusion. Payments for the waiver shall be made in two equal installments on December 15<sup>th</sup> and June 15<sup>th</sup> of the school year for which coverage is waived.

## **ARTICLE 6C**

### **Flexible Spending Account**

The Board shall contribute \$1,000 annually into a flexible spending account for each administrator.

## **ARTICLE 6D**

### **Dental Insurance Protection**

The Board shall pay the full premium for individual or full family coverage for each administrator. It is also understood that the dental insurance protection plan pays only 50% of covered services up to \$1,000 annually and it is the responsibility of the individual administrator to pay the other 50% of the cost of services. Each administrator shall have the option to purchase coverage equal to 80% of covered services up to \$2,000 annually

**ARTICLE 7**

**Employment**

- A. The Board shall make every effort to notify administrators of their contract and salary status for the ensuing years no later than May 15<sup>th</sup>.
- B. Previously accumulated unused leave days will be returned to all returning administrators who were away on Board approved leave of absence, provided they return to the School District within two (2) years.
- C. All Association members must attend one Board of Education meeting per month from September until June. They must also attend at least one meeting during the summer. The Association will assure a Principal or Vice Principal covering grades K-4, 5-6, 7-8 and 9-12 will be at each Board of Education meeting.
- D. All Association members will make at least one presentation annually at a Board of Education or Committee Meeting in their area of expertise.
- E. All Association members agree to present at least twice a year in the District's Professional Development Academy.
- F. All Association members will attend a two day District Management Team meeting annually in August.
- G. All Association members will represent the District at various evening events throughout the school year.

**ARTICLE 8**

**Sick Leave**

- A. All administrators shall be entitled to twelve (12) sick leave days each school year at the rate of 1 day per month of employment for twelve-month employees. Administrators who are hired after the school year begins shall be entitled to a prorated portion of sick leave days. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Sick leave is hereby defined to mean the absence from his or her post of duty of any employee because of personal disability due to illness, or exclusion from school by any authorized medical authority on account of a contagious disease.
- C. By September 15th of each year, every administrator is to receive a notice which tells how many sick days they have accumulated as of the end of the previous school year.

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

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

2. All unit members, upon retirement and shall be reimbursed for their unused, accumulated sick leave at the rates stated above, up to a maximum of fifteen thousand dollars (\$15,000), or their amount so accumulated as of June 30, 2011, whichever is greater.

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

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

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

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

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

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

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

If notification is given by December 1, 2013 to retire anytime during the 2013-2014 school year, payment will be made immediately following retirement; (contingent on Section F below) however, if notification is given after December 1, 2013, to retire anytime during the school year, payment will be made in July of 2015.

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

## **ARTICLE 9**

### **Temporary Leave of Absence**

A. At the beginning of the school year, administrators shall be entitled to the following temporary leaves of absence with full pay each school year: combined leave shall not exceed a maximum of five (5) days, other than in an emergency requests shall reach the Superintendent's office at least seven days in advance of the day(s) requested. Any unused days shall roll over to the sick leave bank pursuant to Article 8.

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

2. Whenever an administrator is absent to visit other schools or administrators for professional observation, attending a school meeting, conference or convention, full salary shall be paid provided the absence is

approved by the Superintendent, who will submit approval along with request for payment of a substitute to Board Secretary.

3. Absence with pay may be allowed by the Superintendent for transactions involving a legal instrument (deed, mortgage, property title, etc.), or a court order. This absence shall be charged against the days as set forth above. The Superintendent's advance approval will be required.

4. Absence with pay may be allowed by the Superintendent for personal business. Such absence shall be charged against the days as set forth above. The Superintendent's advance approval will be required.

5. Employees will be permitted three (3) days to observe religious holidays without loss of salary. This absence shall be charged against the days as set forth above.

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

**B. Bereavement Leave**

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

2. Employees may be absent from school duties without loss of pay for a period of one day for the death of others not defined above. Employee shall provide at least 24 hours notification to the Superintendent or his designee, except in cases of emergencies. Employee shall also identify the person by name and relationship, i.e., John Smith, friend.

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

**ARTICLE 10**

**Extended Leaves of Absence**

**A. Maternity**

1. A leave of absence will be granted, with pay, utilizing sick time,

for maternity reasons for up to six weeks before the birth of a child and up to eight weeks after the birth of a child with the appropriate medical documentation. A leave of absence will be granted without pay, for maternity reasons to any regularly employed female administrator upon written request for such leave and certification of pregnancy by the employee's physician.

2. A leave of absence will be granted without pay, for maternity reasons to any regularly employed female administrator upon written request for such leave and certification of pregnancy by the employee's physician. The written request shall be terminated and the employee returned to active employment upon the written certification of the 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-tenured administrators, such time taken in maternity leave shall not count toward the time requirement for the confirming of tenure in accordance with N.J.S.A. 18A:28-5.

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

C. All 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 11**

### **Miscellaneous Provisions**

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law in a court of competent jurisdiction, then such provision or application shall be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any individual contract between the Board and the individual administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

Accordingly, each individual administrator contract shall reflect the terms of this provision.

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

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

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

OMB rate per mile

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

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

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

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

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

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

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

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



J. The Board and the Association agree that the Board will pay Association's dues to one state and one national organization for each administrator in the group.

K. Each bargaining unit member shall be provided access and use of proper technology equipment during the term of their employment with the District.

L. Copies of this Agreement shall be distributed in electronic format.

M. All employees shall have direct deposit and the District will maintain all payroll information electronically. Employees will have the ability to access their information online at any time.

## **ARTICLE 12**

### **Evaluation**

Evaluation of personnel performance is a vital function at all levels of the educational enterprise inasmuch as it provides not only the basis upon which decisions regarding continuation of employment, remuneration and the amount thereof, assignment of position and responsibility, but also, and most importantly, facilitates the improvement of personnel and the expansion of expertise and skills to the benefit of the students. This is especially true in the case of administrators whose performance affects all aspects of the educational programs in the schools for which they are responsible.

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

1. Evaluation of personnel in the categories of administration encompassed by this contract is the direct responsibility of the Superintendent of Schools.

2. Evaluation of administrators shall be continuous and ongoing during the school year and shall include such timely observations, meetings, conferences, visitations and other procedures as may be deemed necessary and proper to gain and communicate the relevant information.

3. Evaluation of members of the Unit shall proceed as follows:

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

B. Assistant Principals shall be evaluated by the Principals.

C. General Supervisors shall be evaluated by the Director of Curriculum, Instruction and Testing.

4. Administrators shall be evaluated in accordance with current State Regulations.

### **ARTICLE 13**

#### **Promotion Policy**

When a vacancy occurs in the School District, a job description and other details, such as requirement in the area of certification, length of contract, salary, where and how to apply, and other pertinent information, is posted in each school office as well as on the bulletin board in the Administration Office, 421 Middle Road, Hazlet, New Jersey. Those who qualify are interviewed by the Superintendent, or his/her delegated agent.

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

1. A vacancy is defined as the availability of a position due to a resignation/retirement of a current administrator or a Board decision to increase the number of administrators covered within this Association.

2. A vacancy does not exist when the Board determines to restructure its administrative staff and reassign personnel within this unit (as long as the number of positions stays the same); such decision shall not be subject to this Article and, therefore, not grievable. This understanding also includes former members of the unit who may be returned to the unit by virtue of the Board action.

3. Any agreement between the Board and Association shall not infringe or take away any individual's rights to pursue such action with any legal means that is his/her right by State or Federal Law(s).

## **ARTICLE 14**

### **Sabbatical Leaves**

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

1. Sabbatical leaves shall be granted to a maximum of one administrator at any one time.

2. Request for sabbatical leaves must be received by the Superintendent no later than February 1, and action must be taken on all such requests no later than April 1, of the school year preceding the school year for which the sabbatical leave is requested.

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

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

5. Upon return from sabbatical leave, an administrator shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

6. An administrator applying for such leave shall agree in writing to return to the School District for a period of two (2) years. The Board shall have the premium of the Security Bond.

## **ARTICLE 15**

### **School Calendar**

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

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

B. The Board agrees to make every effort to publish and promulgate the School Calendar prior to the issuance of the individual administrators contract for the next year.

## **ARTICLE 16**

## Work Year and Vacations

A. The work year for Unit members shall be July 1 to June 30. Unit members, beginning with the first day of attendance for teachers and ending with the last day of attendance for teachers in a school year, shall follow the school calendar. Days during which schools are closed during this period (i.e., the school calendar) shall be considered as holidays, except emergency school closing days which shall be considered regular work days. Independence Day and Labor Day shall be considered as holidays.

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

C. Vacations shall be accumulated as follows:

1. Administrators, Directors, and the Director of Athletics/Supervisor of Physical Education & Health shall be entitled to a total of twenty-two (22) (non-cumulative) days of vacation prorated for each month of employment in the preceding school year. All requests shall reach the Superintendent's office at least seven days in advance of the day(s) requested.

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

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

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

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

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

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

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

granting or non-granting of this benefit will not be subject to the grievance procedure.

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

## **ARTICLE 17**

### **Salaries/Experience and Graduate Credits/ Tuition and Workshop Reimbursement**

A. The salaries of all administrators covered by this Agreement will be increased by 3% for the 2013-2014 school year and 2% for the 2014-2015 and 2015-2016 school years. It is also agreed that the salary guides are eliminated.

The Board through its delegate, the Superintendent, shall retain full discretion to negotiate with hires their initial salary guide placement with respect to the amount, if any, of salary guide credit of which the Board may determine to grant to future employees for previous experience. It is agreed that the salary range for all employees shall be as follows:

Director	\$100,000 - \$155,000
Principal	\$100,000 - \$155,000
Assistant Principal	\$90,000 - \$125,000
Supervisor	\$85,000 - \$120,000

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

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

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 members of the Board of Education. If any increment is withheld, it shall be the duty of the Board of

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

D. Tuition Reimbursement:

The Board of Education shall pay up to one-half (1/2) the established rate percent by Rutgers University for approved courses in an Administrator's recent area of administration in elementary or secondary education, with a maximum allowance of twelve (12) credits per year. Payment shall be made in October of each year only if the Administrator has successfully completed such approved courses and if the Administrator is a member of the staff at the time. Registration and other required fees may be included for reimbursement provide the one-half (1/2) Rutgers credit rate maximum is not exceeded. In addition, a \$5,000 maximum payment per school year will be made by the Board of Education for all unit employees under this provision.

Upon request, special consideration will be given to Administrators who take courses in other than the assigned area. Such courses, fully described as per college catalogue (graduate or undergraduate courses, costs per credit, number of credits, etc.) shall be presented on the prescribed form to the Superintendent at least two weeks before the course is taken for initial approval. Receipt for the effective registration must be forwarded to the Superintendent's office as soon as possible. If the course is taken, an official transcript must be sent by the college (at the request of the Administrator) to the Superintendent's office by the end of the following September for the Board approval for reimbursement. The reimbursement period extends from September 1 through August 31. Requests for the granting of an education preparation award must be sent to the office of the Superintendent, in writing, no later than the first week of August. A new contract will be issued only upon the receipt of an official transcript of courses required for the change in the Superintendent's office.

E. Workshop Reimbursement.

Administrators shall be permitted to attend workshops, conventions and conferences, on both the state and national level, when such attendance is authorized in writing by the Superintendent. Administrators shall be required to present receipts of their attendance at the workshop, convention or conference prior to being reimbursed. The maximum aggregate reimbursement for all unit members recognized pursuant to Article 1 of this Agreement shall be \$5,000 per school year, in addition to local and state workshops already being attended by bargaining unit members. Denial of reimbursement for workshops, conventions, and conferences shall not be subject to the grievance procedure.

**ARTICLE 18**

**Duration of Agreement**

This Agreement shall be effective as of July 1, 2013, and shall continue in full force and effect for a period of two years to June 30, 2016, midnight. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers.

Dated:

\_\_\_\_\_  
Stephen F. Willig  
President  
Hazlet Township  
Board of Education

\_\_\_\_\_  
John DeGenito  
President  
Hazlet Township  
Administrators Association

\_\_\_\_\_  
Christopher J. Mullins  
Business Administrator  
Hazlet Township  
Board of Education

\_\_\_\_\_  
Chairman, Negotiations Team

(Seal)