

A G R E E M E N T

Between

Hillside Board of Education

THE HILLSIDE ADMINISTRATORS ASSOCIATION

and the

BOARD OF EDUCATION OF HILLSIDE

For the Period

X July 1, 1981 through June 30, 1983

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PREAMBLE

Pursuant to Chapter 123, Public Laws 1974 of the State of New Jersey, this agreement is hereby entered into this _____ day of _____ 19____ by and between the Board of Education of the Township of Hillside, New Jersey, hereinafter referred to as the 'Board' and the Hillside Administrators Association, hereinafter referred to as the 'Association'.

ARTICLE I

RECOGNITION

1-1 Pursuant to Chapter 123, Public Laws of 1974, the Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all certified personnel under contract by the Board as included herein:

Principals	Administrative Assistants
Vice Principals	Directors
Assistant Principals	

but excluding among others:

Superintendent of Schools and Assistant Superintendents of Schools
Business Administrator/Secretary

1-2 All new employees may apply for membership in the Association in accordance with the provisions of Chapter 123, Laws of 1974. Nothing herein shall be construed as making Association membership a condition of employment, nor shall any individual be compelled to join the Association at any time. However, in accordance with the provisions of Chapter 123, Laws of 1974, and as heretofore set forth in this agreement, the Association shall be recognized as the exclusive collective bargaining representative for the members of the unit described.

1-3 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 above defined, and reference to employees shall be deemed to include both the male and the female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

ARTICLE II

NEGOTIATION PROCEDURES

- 2-1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with the provisions of Chapter 123, Public Laws of 1974; such negotiations shall apply to the unit defined in Article I, be reduced to writing, be ratified by the Association, be approved by the Board, and be signed by the Association and the Board.
- 2-2 Representatives of both the Board and the Association agree that their members shall be given full authority to negotiate, but not to contract prior to ratification by both parties.
- 2-3 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 at reasonable times that information which is available to the public.
- 2-4 Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.
- 2-5 Pursuant to Chapter 123, Public Laws of 1974, 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.
- 2-6 This Agreement together with the appendices attached herewith incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations.
- 2-7 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.
- 2-8 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.

ARTICLE III

GRIEVANCE PROCEDURE

3-1 Definition: A 'Grievance' shall mean a complaint by an employee of the Hillside Board of Education that there has been to association personal loss or injury because of an interpretation, application or violation of policies, agreements, and administrative decision. A complaint will not be processed as a grievance under this procedure if it involves or applies to any matter, which according to law, is beyond the scope of the Board authority. A complaint of a non-tenure administrator which arises by reason of: (1) his not being re-employed, or, (2) having his contract terminated by notice pursuant to his individual contract or otherwise, or, (3) a complaint by any personnel occasioned by appointment to, or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required shall not be subject to arbitration under this procedure. A grievance to be considered under this procedure must be initiated in writing by the employee within thirty (30) calendar days of its occurrence or within thirty (30) calendar days after the employee would reasonable be expected to know of its occurrence.

3-2 Procedure

- 3-2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Under extreme circumstances, the time limits may be extended by mutual agreement in writing.
- 3-2.2 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 3-2.3 An employee shall have the right to present his own grievance or to designate a representative approved by the Association to appear with him at any step in his appeal. When a majority representative has been selected, a minority organization shall not present or process grievances.
- 3-2.4 When a member of the negotiating unit represented by the Association presents his own grievance, the Association shall have the right to state its views, in writing, to the Board of Education prior to the Board's hearing if the appeal proceeds to the Board and to appear at the Board's hearing with the grievant if such a hearing is held.
- 3-2.5 Any employee who has a grievance shall discuss it first with his immediate superior. A dated written record of such meeting shall be made and signed by the administrator and the supervisor with a copy given to each. The date set forth on such record shall be considered the initiation date of the grievance.

- 3-2.6 If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the Superintendent of Schools specifying: (A) The nature of the grievance; (B) The nature of the injury or loss; (C) The results of previous discussions; (D) The basis for his dissatisfaction with decisions previously rendered. The Superintendent of Schools shall communicate his decision to the employee in writing within a period not to exceed ten (10) school days after receipt of the written grievance.
- 3-2.7 If the grievance is not resolved to the employee's satisfaction he may, no later than five (5) school days after receipt of the Superintendent of Schools' decision, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall hold a hearing with the employee, if so requested, within fifteen (15) days of the date of receipt by the Superintendent of Schools of the request for review by the Board and shall review the grievance and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Superintendent of Schools for review by the Board or within twenty (20) calendar days of the hearing with the employee, whichever comes later.
- 3-2.8 In the event that the grievance shall remain unresolved after action by the Board of Education, the aggrieved party will so notify the Board within ten (10) school days. There remains two more levels of referral:
- (a) The Commissioner of Education of the State of NJ, or through the State Board of Education pursuant to applicable statutes.
 - (b) The Civil Courts Procedures for referral here are established by the Commissioner's Office and by law respectively.

3-3 Miscellaneous

- 3-3.1 If a particular grievance shall affect a group or class of administrators, the Association may join in processing of the grievance and become a party thereto. All documents, communications and records dealing with the processing of a grievance may be filed provided, however, that such documents, communications, or records will not be forwarded to any prospective employer of the grievant, nor will such documents be revealed or the grievance be alluded to in any communication between the administration and said prospective employer. A copy of such grievance(s) shall, upon request, be given to the employee. Hearings pertaining to grievances shall not be held in public.

- 3-4.1 The Board shall have the right to institute a grievance against the Hillside Administrators Association for alleged failure to abide, insofar as legally possible, by the terms and conditions of this Agreement, as such terms and conditions relate to the contractual responsibilities of the Association only.
- 3-4.2 The Board shall institute action under the provisions hereof within forty-five (45) calendar days of the occurrence complained of, or within forty-five (45) calendar days after the Board would reasonably be expected to know of its occurrence.
- 3-4.3 The Board or its representative shall meet no later than ten (10) school days with the Executive Committee of the Association. In the event the grievance is not resolved the Board may request the appointment of a tripartite panel of arbitrators. Such request to be made known to the Association in writing. One member of said panel shall be selected by the Association and one member of the panel shall be selected by the Board. The members of the panel selected by the parties will select the third panel member. In the event the arbitrators selected cannot agree on a third party within five (5) days of their appointment, they shall follow the procedure as set forth below.
- 3-4.4 The following procedure will be used to secure the services of an arbitrator: (a) a request by either arbitrator will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question; (b) if the arbitrators are unable to determine within five (5) school days of receipt of the roster, a mutually satisfactory arbitrator from the submitted list, the American Arbitration Association may be requested by either arbitrator to designate an arbitrator. The arbitrators shall limit themselves to evidence and arguments presented to them by the parties or their representatives and shall consider nothing else. Only the Board and Association shall be given copies of the arbitrators decision. Such decision shall be kept confidential and shall not be disclosed by either party or their representatives to any person for a period of fifteen (15) days after receipt thereof. The decision of the arbitrators shall be considered by both parties to be advisory only and non-binding.
- 3-4.5 Costs
Each party will bear the total of the costs it has incurred. The fees and expenses of the arbitrator will be shared equally by the parties. It is expected that hearings related to the process of arbitration will be conducted outside of school hours. The time lost by the employees must be without pay or charged as a personal day.

ARTICLE IV

RIGHTS OF THE PARTIES

- 4-1 Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board, included in the unit as set forth under Article I shall have the right freely to organize, join; and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974.
- 4-2 Unless a just cause therefore appears, no employee shall be disciplined. Any such action by the Board, or any agent or representative thereof, shall not be made public until formal action thereon, is taken by the Board. Discharge of a non-tenure administrator in accordance with his individual contract with the Board shall not be considered a disciplinary action.
- 4-3 Whenever any administrator is required to appear before the Board or any committee thereof 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, then he shall be given prior written notice or 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 may be with or without pay.
- 4-4 No administrator shall be prevented from wearing identification of membership in the Association or its affiliates.
- 4-5 The Board may not delegate powers and responsibilities which by law are imposed upon and lodged with the Board. Any contract must include and therefore be subject to the New Jersey School Laws and all other applicable laws and regulations and statutes.
- 4-6 The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.
- 4-7 The Board of Education reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations: (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take disciplinary action against employees; (c) to relieve employees from duties because of lack of work, or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations

are to be conducted, and; (f) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

- 4.8 The Board of Education agrees to furnish upon request of the Association a current roster of personnel annually.
- 4-9 The Association and its representatives shall have the privilege to use school buildings at reasonable hours for meetings.
- 4-10 The Association shall have the reasonable use of the interschool and intraschool mail facilities and school mail boxes as it deems necessary.
- 4-11 Use of the school buildings, facilities and equipment shall be subject to rules and regulations set forth by the Superintendent.

ARTICLE V

PROTECTION OF ADMINISTRATORS

- 5-1 Pursuant to statute, administrators shall immediately report cases of assault suffered by them in connection with their employment to the Superintendent of Schools.
- 5-2 No administrator shall inflict or cause to be inflicted corporal punishment upon a pupil attending school; but any administrator may, with the scope of his employment, use and apply such amounts of force as is reasonable and necessary:
- a. To quell a disturbance, threatening physical injury to others;
 - b. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
 - c. For the purpose of self-defense, and
 - d. For the protection of persons or property;
- and such acts, or any of them, shall not construed to constitute corporal punishment within the meaning and intent of this section.
- 5-3 Whenever any civil action has been or shall be brought against any administrator for any act or omission arising out of and in the course of the performance of the duties of such office, position, or employment, the Board shall defray all costs of defending such actions, 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.
- 5-4 Should any criminal action be instituted against any administrator for any act or omission arising out of and in the course of the performance of the duties required by such positions, and should such proceeding be dismissed or result in a final disposition in favor of the administrator, the Board shall reimburse the administrator for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- 5-5
- a. The Board shall establish a fund of \$500.00 for each fiscal year. Such fund shall be for the purpose of reimbursing administrators for the loss or damage to their personal clothing or cars while in the performance of their duties.
 - b. The money in said fund shall not accumulate from year to year.
 - c. Once the fund has been exhausted in any one (1) year no claim for reimbursement shall be honored.
 - d. Any claim for reimbursement must be submitted in writing, on the agreed form, to the Superintendent of Schools, within thirty (30) days from the date of the occurrence of such loss. Such claim shall include the nature of the loss or damage, the time, and the circumstances surrounding the loss or damage, and the amount of money requested.

- e. No claim shall be submitted hereunder that has been paid by any other insurance coverage carried by the claimant.

ARTICLE VI

ASSIGNMENTS, TRANSFERS AND REASSIGNMENTS

- 6-1 The Board, through its agents, shall make all assignments, transfers and reassignments of administrators and their duties.
- 6-2 During the school year notice of all open administrative positions in the Hillside schools shall be posted in all schools. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) days after the date of the notice. No permanent appointment to a position posted shall be made until twenty (20) days after the posting notice has been issued.
- 6-3 During the summer period when school is not regularly in session, administrators who desire to apply for any certified positions shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such administrators of any vacancy in a position for which they desire to apply.

ARTICLE VII

DEDUCTIONS FROM SALARY

- 7-1 The Board agrees to deduct from the salary of any administrator dues, if any, for the Hillside Administrators Association. Such deductions shall be made in compliance with (NJSA 52:14-15.9e) and under rules established by the State Department of Education. All moneys, so deducted, together with records of any corrections shall be transmitted to the treasurer of the Hillside Administrators Association by the fifteenth of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such moneys to the appropriate Association or Associations. Administrator's authorization for salary deductions shall be in writing.
- 7-2 The Association named in Section 7-1 hereof shall certify to the Board, in writing, the current rate of its membership dues. If the Association shall change the rate of its membership dues, it shall give the Board written notice prior to the effective date of such change.
- 7-3 The notice of an administrator's withdrawal shall be filed prior to December 1 and become effective as of January 1 next, succeeding the date on which notice of withdrawal is filed.
- 7-4 The Association is hereby granted the exclusive right to dues deductions for the duration of this Agreement.

ARTICLE VIII

INSURANCE

- 8-1 The Board shall provide for all full-time eligible administrators and their dependents the full Health-Care Insurance Protection of the New Jersey Public and School Employees Health Benefits Program consisting of Blue Cross, Blue Shield, Major Medical and Rider 'J'. The Board shall pay the full premium of such coverage for each eligible full-time administrators and for all eligible dependents.
- 8-2 The Dental Plan presently in force will continue in force for the period from July 1, 1981 to August 31, 1981. For the period from September 1, 1981 to June 30, 1983, a Dental Plan with extended benefits included in the Great-West Life Assurance Company Plan II shall be in force.

ARTICLE IX
SICK LEAVE

- 9-1 Sick leave is hereby defined to mean the absence from his or her post of duty, of any administrator because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- 9-2 All administrators of the Hillside School District shall be allowed sick leave with full pay for a minimum of one (1) day for each month employed in any school year. The year's allotment of personal illness days will be available on the first workday of the year.
- 9-3 Whenever any administrator entitled to sick leave is absent from his or her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board shall pay to such administrator the full salary or wages for the period of such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments provided for in accordance with applicable laws shall be made for absence during the waiting period and during the period the administrator received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the administrator shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.
- 9-4 If any such administrator requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- 9-5 Upon termination of employment of any administrator from the Hillside School District, the Board shall issue, at the request of the new employer, a certificate stating such administrator's unused accumulation of sick leave days as of the date of such termination. Such certificate shall be filed with the new employer within one (1) year of the date of such new employment.

ARTICLE X

TEMPORARY LEAVE OF ABSENCE

- 10-1 Administrators shall be entitled to noncumulative leave of absence with full pay up to a maximum of two (2) days in any contract year.
- 10-2 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) up to three (3) days in any contract year.
- A doctor's certificate must be furnished, upon request of the Superintendent of Schools, indicating who is ill and the nature of such illness.
- An absence due to family illness is described as follows: 'An illness which is grave in nature and where there is a reasonable apprehension of risk to life or well-being which requires the presence of a family member and doctor.'
- 10-3 All leaves of absence referred to in Section 10-1 are subject to the following conditions:
- a. At least three (3) days notice shall be given in requesting a personal day through the Superintendent of Schools. Lacking such notice the absence may be considered unauthorized and an administrator's pay will be deducted proportionately.
 - b. Personal days 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.
 - c. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days. Such denial shall be subject to grievance procedures.
- 10-4 Up to five (5) consecutive days in any contract year may be granted for death in the immediate family (husband, wife, children and other members of the same home; father and mother; brothers and sisters; grandfather and grandmother; father-in-law and mother-in-law).
- 10-5 Extensions to any temporary leaves of absence referred to in Sections 10-1 thru 10-4 outlined may be made at the discretion of the Superintendent of Schools.
- 10-6 A regularly appointed administrator who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay. In addition, all administrators who are members of the organized militia shall be entitled to leave of absence from their respective duties without loss of pay or time on all days during which they shall be engaged in active duty, active duty for training, or other duty ordered by the Governor; provided, however, that the leaves of absence for active duty or active duty for training shall not exceed ninety (90) days in the aggregate in any

one (1) year. Leave of absence for such military duty shall be in addition to the various leaves pursuant to this Agreement or any other rule, regulation and/or agreement. Further, any administrator who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or any other organization affiliated therewith, shall be entitled to leave of absence from his respective duty without loss of pay or time on all days on which he shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such administrator.

10-7 Administrators who earn vacation days during a fiscal year ending June 30th must utilize such days during the ensuing twelve (12) months and may not accumulate such days beyond said twelve (12) months.

ARTICLE XI

EXTENDED LEAVE OF ABSENCE

- 11-1 Requests for leaves of absence may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.
- 11-2 All extensions or renewals of leaves shall be applied for in writing and either granted or refused in writing. Such extensions or renewals are subject to the approval of the Board of Education which shall act to approve or reject upon the recommendation of the Superintendent of Schools. Such requests must be made prior to February 1st of the year in which such leave expires.

ARTICLE XII

EVALUATION OF ADMINISTRATORS

- 12-1 The system of evaluating administrators as described in Guidelines for Evaluation of Administrators of June 1979 shall be in effect until further notice.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL DEVELOPMENT

- 13-1 The Board of Education agrees to reimburse individual administrators for the cost incurred in connection with the taking of any college course, exclusive of those required for certification, subject to the following:
- a. The administrator must secure prior written approval of the course by the Superintendent of Schools.
 - b. The maximum amount of money to be reimbursed to any individual administrator for courses successfully completed in the period beginning July 1, 1981 and ending June 30, 1983 shall be five-hundred dollars (\$500.) per school year. The total amount of funds to be allocated for such purposes for all administrators for each school year shall be twenty-five hundred dollars (\$2,500.). Any unused funds shall not be carried over to the succeeding school year.
 - c. At the conclusion of the new course(s) an administrator will submit the following materials to the Superintendent of Schools for processing of tuition reimbursement:
 1. Paid bursar's receipt for tuition from the college.
 2. Official college transcript or official grade report indicating a passing grade with credit.
- 13-2 Administrators are encouraged to attend local, state and national conferences or meetings that are related to professional responsibilities.
- a. The request to attend meetings shall be submitted in writing to the Superintendent of Schools, who will make recommendations to the Board for its approval concerning the value of the requested participation.
 - b. The Superintendent of Schools shall provide for equitable and rotating attendance among the administrators.
 - c. Reimbursement for itemized expenses incurred shall be in accordance with established Board policy for travel. These expenses would include transportation, food, lodging and registration fees.
 - d. Administrators agree to share information from such meetings with the Board and the professional staff members by written summary and/or oral report of significant highlights.
- 13-3 The Board of Education shall pay for the dues for memberships to professional associations at a cost not to exceed \$1,000.00 for the total membership of the association, for each year of this contract (1981-82 and 1982-83) upon the approval of the Superintendent of Schools. Such professional associations shall not include H.A.A., H.E.A., N.J.E.A. or other labor or union type organizations.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- 14-1 This Agreement shall be construed as though it were a Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.
- 14-2 If any provisions of this Agreement or a similar provision in another Agreement between other parties shall be adjudicated illegal, invalid, or unenforceable for any reason, then such provision shall, of course, no longer be binding upon the parties, but shall be considered severable from all other provisions herein which shall remain in full force and effect.
- 14-3 Any administrator's contract between the Board and individual administrator during the term hereof executed, shall be subject to and consistent with, the terms and conditions of this agreement. In case any such administrator's contract contains any language inconsistent with this Agreement, the provisions of this Agreement shall be controlling during the term thereof. However, the provisions of this Section 14-3 shall not apply to any provisions in any contract between the Board and an individual non-tenure administrator providing for termination of the employment of such administrator on written notice for the period of time prescribed in such individual contract.
- 14-4 Copies of this Agreement, shall be reproduced at the expense of the Board and distributed by the Association to all administrators employed.
- 14-5 Nothing in this Agreement shall operate retroactively unless expressly so stated.
- 14-6 Whenever any notice is required to be given by either of the parties to this Agreement, to the other, pursuant to the provisions of this Agreement, either party may do so by telegram, registered or certified mail, at the following addresses:
- A. if by the Association, to Board of Education of Hillside, at their appropriate address, and
 - B. if by Board, to the President of the Association at his appropriate address as filed with the Board of Education, fifteen (15) days after his installation.

ARTICLE XV

SABBATICAL LEAVE

- 15-1 The underlying philosophy of the sabbatical leave is to increase the quality of administration by giving the administrator an opportunity to improve or refresh his professional skills and to gain enriching and broadening experiences by professional study or research. A sabbatical leave is a privilege granted by the Board, and as such, the major concern must be the benefits which will be received by the pupils and the community through the individual's personal growth. Subject to budgetary considerations and the needs or requirements of the school district, sabbatical leave may be granted to those certified personnel meeting the following conditions:
- 15-2 An administrator must complete six (6) years of administrating in Hillside, the last four (4) of which shall be consecutive, and have a Master's Degree before he may apply for such a leave.
- 15-3 Applications for sabbatical leave shall be made on or before January 15 of any year. If approved such leave shall officially begin at the beginning of the school year immediately following. The administrator applying for sabbatical leave shall submit a detailed rationale indicating the degree to which he believes his projected program has merit.
- 15-4 Such leave shall be granted for one (1) year.
- 15-5 Administrators on such leave shall make regular written reports to the Superintendent of Schools as he may require.
- 15-6 Each applicant shall be notified promptly by the Superintendent of Schools, in writing, of the decision of the Board concerning his or her application.
- 15-7 The period of sabbatical leave shall count as regular service for the purpose of retirement planning; contributions by the administrators to the retirement fund shall continue as usual during such period; and the time thus spent shall count in regard to salary adjustments.
- 15-8 Such leave of absence shall be without prejudice to the administrator's tenure rights.
- 15-9 Should the program of study or itinerary being pursued by an administrator on sabbatical leave be interrupted by serious accident or illness during such leave (established by evidence satisfactory to the Board of Education and Superintendent of Schools) this fact shall not constitute a breach of the conditions of such leave and shall not prejudice the administrator against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent of Schools was notified of such accident or illness by registered letter within ten (10) days of its occurrence.

- 15-10 If the Superintendent of Schools is convinced that an administrator on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the administrator a hearing.
- 15-11 Administrators on such leave shall not associate for compensation with any persons, or organization during the school year, except when the Board of Education and Superintendent of Schools approve such association as beneficial to this school system and only then upon the conditions prescribed by them.
- 15-12 Administrators on sabbatical leave shall be paid three-quarters of their annual salary but in no event shall the total earnings of such administrators exceed their earnings for the previous year as adjusted by increment and raise. Each such administrator shall prior to sabbatical, sign a note for the amount of such sabbatical pay. Said note shall provide that it shall be forgiven in whole in the event the administrator shall complete two (2) years service with the Board after return from sabbatical, or shall die, and shall be forgiven in part, pro rata, in the event the administrator shall serve less than two (2) years with the Board after return from sabbatical.
- 15-13 Salary shall be paid in accordance with the general time schedule for payment of salaries in the Hillside Public School System.
- 15-14 An administrator on sabbatical leave must notify the Superintendent of Schools of his intention to resume his duties by February 1st prior to the expiration of said leave.

ARTICLE XVI

REASONABLE SCHEDULING OF SPECIAL MEETINGS

- 16-1
- A. As much advanced notice as possible for required meetings shall be given to administrators whose attendance is required.
 - B. Such special meetings called by the Board shall end at a reasonable hour.

ARTICLE XVII

NOTIFICATION OF SUMMER WORK

17-1 Ten (10) month contract administrators who are scheduled for summer employment shall be notified annually on or before June 1st. Such administrators will notify the Superintendent of Schools to work within one (1) week of such notice.

ARTICLE XVIII

SALARIES

- 18-1
- A. The salaries of all administrators covered by this agreement, for the terms hereof are set forth in Appendix A-2 which is attached hereto and made a part thereof.
 - B. All administrators employed prior to July 1, 1981, except those referred to in Article XVIII, Paragraph 18-1 D below, shall receive an average increase of 9.0% of their 1980-81 contracted salary for the 1981-82 school year; and shall receive an average increase of 9.0% of their 1981-82 contracted salary for the 1982-83 school year.
 - C. All administrators employed during the 1981-82 school year, except those referred to in Article XVIII, Paragraph 18-1 D below, shall receive a total salary increase of 7.5% of their 1981-82 contracted salary for the 1982-83 school year.
 - D. All administrators employed for less than one-half of their normal contract year in the 1981-82 school year shall receive a total increase of 3.75% of their 1981-82 contracted salary for the 1982-83 school year.

ARTICLE XIX

ATTENDANCE INCENTIVE COMPENSATION

- 19-1 A. An administrator who elects to retire under one of the plans of the N.J.T.P.A.F. shall be paid, based upon unused accumulated sick days at the rate of fifteen dollars (\$15.00) per day, not to exceed twenty-five hundred dollars (\$2,500.00) at the time of retirement. The estate of any administrator who dies while in the employ of the Hillside Board of Education shall also be eligible to receive the above compensation. This provision is intended as attendance incentive compensation. Should the Board of Education determine that this provision has not served the intended purpose of improving attendance, the Board shall abrogate this provision upon the expiration of the contract.

ARTICLE XX

DURATION OF AGREEMENT

This agreement shall become effective on July 1, 1981 and shall continue in effect until June 30, 1983. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties to the agreement, and unless such extensions are agreed upon this contract shall expire on the date indicated herein.

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first written above.

THE HILLSIDE ADMINISTRATORS ASSOCIATION

HILLSIDE BOARD OF EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

APPENDIX A-1

RULES AND REGULATIONS - REVISED 1981

Be it resolved that the following schedule for the administration of salaries for administrators shall become EFFECTIVE ON JULY 1, 1981, and shall supersede any and all schedules or resolutions previously adopted for administrators.

1. This salary guide is not to be considered as a contract between the administrator and the Board of Education.
2. Salary as indicated on this salary guide, may be withheld from the individuals upon recommendation of the Superintendent of Schools with the approval of the Board of Education in accordance with law.
3. Experience gained in any school system or in fields of work that are closely related to the prospective assignments in the Hillside Public Schools shall be considered by the Superintendent of Schools with the approval of the Board of Education.
4. Administrators salaries shall be classified according to their administrative and teaching experience and training level as to set-up under the provisions of this salary guide.

APPENDIX A-2

REVISED SALARY SCHEDULE

Be it resolved that the following schedule for the administration of salaries for ADMINISTRATORS shall become EFFECTIVE ON JULY 1, 1981 and shall supersede any and all schedules or resolutions previously adopted:

I. ELEMENTARY SCHOOL ADMINISTRATORS

<u>CONTRACT YEAR</u>	<u>ADMINISTRATOR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u> <u>M.A.+30</u>
10 months	Principal	\$26,000	\$41,000
10 months	Administrative Asst.	\$23,750	\$36,750

II. HIGH SCHOOL ADMINISTRATORS

<u>CONTRACT YEAR</u>	<u>ADMINISTRATOR</u>	<u>MINIMUM</u>	<u>MAXIMUM</u> <u>M.A.+30</u>
12 months	Principal	\$29,000	\$43,000
10 months	Vice-Principal	\$24,500	\$37,750
10 months	Administrative Asst.	\$23,750	\$36,750

III. DIRECTORS

<u>CONTRACT YEAR</u>	<u>ADMINISTRATORS</u>	<u>MINIMUM</u>	<u>MAXIMUM</u> <u>M.A.+30</u>
10 months	Special Services	\$21,000	\$37,500
10 months	Guidance	\$21,000	\$37,500
10 months	Athletic Department	\$21,000	\$37,500
10 months	Industrial Arts	\$21,000	\$37,500
10 months	Music	\$21,000	\$37,500
12 months	Instruction & Funded Programs	\$23,000	\$39,500

note: The above salary schedule is established on the basis that each administrator has obtained thirty (30) credits beyond a masters degree. Administrators who have obtained an earned doctorate degree shall receive \$300 above the provisions of this salary schedule. The maximum salary for administrators who have not earned 30 credits beyond a masters degree, will receive \$1,100. less than the amount listed on the above guide.

APPENDIX A-3

Grievance # _____ School District

Distribution of form
1. Superintendent
2. Board of Education

Submit to Superintendent in Duplicate

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

(If additional space is needed in reporting Sections B-1 & 2, attach an additional sheet)

Signature Date

C. Disposition by Superintendent _____

Superintendent's Signature Date

D. Position of Grievant and/or Association _____

Signature Date

STEP II

A. Date Received by Board of Education _____

B. Disposition by Board of Education _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date