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HILLSDALE BOARD OF EDUCATION
HILLSDALE EDUCATION ASSOCIATION
HILLSDALE, NEW JERSEY
Bergen County
AGREEMENT FOR 1975-76

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ARTICLE I

RECOGNITION

The Hillsdale Board of Education, after examination of all signed authorization cards, hereby recognizes the Hillsdale Education Association as the exclusive negotiating representatives in accordance with the provisions of Chapter 303, New Jersey Public Laws of 1968, for all full-time certificated Personnel under Contract, but excluding supervisory and executive personnel.

This recognition shall not impair the rights of any employee or group of employees under Section 19, Article I of the New Jersey Constitution.

NOTICE TO PARTIES

"All notice or communications by and between the parties shall be as below:

If by the Association to the Board:

Board President
Office of the School Business Administrator
32 Ruckman Road
Hillsdale, N. J. 07642

If by the Board to the Association:

Association President
School Building Address or Home Address

The Association shall be required to notify the School Business Administrator of the home and school address of the Association President within five(5) calendar days of the date of taking office."

ARTICLE II

GRIEVANCE PROCEDURE

Definition

A "grievance" shall mean a complaint by an employee of the Public School System that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of an established policy governing employees except that the term "grievance" shall not apply to:

- (a) any matter for which a method of review is prescribed by law; or
- (b) any rule or regulation of the State Commissioner of Education; or
- (c) a complaint of a non-tenure teacher which arises by reason of his not being re-employed.

The Board hereby declares as a statement of policy that any employee of the Board invoking the Grievance Procedure herein set forth shall be free from any prejudicial or punitive action by reason of invoking such procedure or by reason of Association activities.

A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of its occurrence, assuming the employee could reasonably be expected to do so.

Procedure

1. Any employee who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.
2. If as a result of the discussion to matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his grievance in writing to the principal specifying:
 - (a) The nature of the grievance.

ARTICLE II (cont'd)

- (b) The nature and extent of the injury, loss or inconvenience.
- (c) The results of previous discussions.
- (d) His dissatisfaction with decisions previously rendered.

The principal shall communicate his decision to the employee in writing within 3 school days of receipt of the written grievance.

3. The employee may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The superintendent shall communicate his decision in writing to the employee and the principal.
4. If the grievance is not resolved to the employee's satisfaction, he may 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 within 5 calendar days following the receipt of such request by the Superintendent. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee and render a decision in writing within 20 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.
5. If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Education Association, the employee or the Education Association may request the appointment of a fact-finder, such request to be made known to the superintendent

ARTICLE II (cont'd)

5. (cont'd) no later than two weeks after the decision, in writing, of the Board of Education was made known. Nothing in this Agreement shall prevent the Board and Association from requesting fact finding on other items if mutually agreed upon.

The following procedure will be used to secure the services of a fact-finder:

- (a) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as a fact-finder in the dispute in question.
- (b) If the parties are unable to determine a mutually satisfactory fact-finder from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- (c) If the parties are unable to determine, within 10 school days of the initial request for fact-finding, a mutually satisfactory fact-finder from the second submitted list, the American Arbitration Association may be requested by either party to designate a fact-finder.

The fact-finder shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the fact-finder shall only be advisory. Only the Board and the aggrieved and his representatives shall be given copies of the fact-finder's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the fact-finder hearings.

ARTICLE II (cont'd)

Costs

- (a) Each party will bear the total cost incurred by themselves.
- (b) If there is a joint request for fact-finding, or a unilateral request which is ruled in favor of the initiator, the fees and expenses of the fact-finder and filing fees charged by the AAA are the only costs which will be shared by the two parties and such costs will be shared equally.
- (c) In a unilateral request for fact-finding, the fees and expenses of the fact-finder and filing fees charged by the AAA will be borne by the party initiating the request if the decision is not in his favor.

ARTICLE III

SALARIES

- A. Salaries for all full-time certificated personnel, exclusive of supervisory and executive personnel, shall be as set forth in this Agreement.
- B. Manner of Payment
1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 2. Employees may individually elect to have a fixed sum (in multiples of \$5.00) deducted from their pay. These funds, as provided in Chapter 310, Laws of 1966, shall be paid to a credit union, organized under the laws of this State or of the United States, the membership of which is limited to public employees. Written authorization for such deductions shall be made according to a standard contract form provided by the Hillsdale Board of Education.
 3. The staff will be informed of the pay schedule for the school year by the first pay period in September.

ARTICLE IV

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following leaves of absence with full pay each school year:

A. Five days for personal, legal, business, household, paternity or family matters which require absence during school hours. Application to the principal or immediate superior for personal leave shall be made at least two days before taking such leave except in the case of emergency. The applicant shall not be required to state a reason for taking such leave other than he is taking it under this section except in the event the employee is to take such a day immediately before or after a holiday in the Hillsdale School District. In such case the employee shall give the specific reasons, in writing, for such day.

B. RELIGIOUS HOLIDAYS

Up to three days for religious holidays, the observance of which prevents the teacher from working on said days, providing school is not officially closed on those days.

C. PROFESSIONAL DAYS

1. Up to two days for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
2. Absence initiated by the Administration or Board for teachers to attend meetings or conventions concerning school business shall not be credited to the above provision.

D. MARRIAGE

Up to five days for the purpose of marriage and honeymoon.

E. DEATH IN IMMEDIATE FAMILY

Up to five days at any one time in the event of death of a teacher's spouse, child, children-in-law, parent, parent-in-law, sister, brother,

ARTICLE IV - TEMPORARY LEAVES OF ABSENCE (cont'd)

E. DEATH IN IMMEDIATE FAMILY (cont'd)

sister or brother-in-law, or any other member of the immediate household.

F. DEATH OUTSIDE THE IMMEDIATE FAMILY

1. One day at any one time in the event of death of a relative. If death occurs at a distance, extended time for traveling may be granted with pay, less the established rate of substitute.
2. In the event of the death of a teacher or student in the school district, a representative number of teachers, such number to be at the principal's discretion, shall be granted time off to attend the funeral.

G. ILLNESS OR EMERGENCY IN IMMEDIATE FAMILY

The regular full-time employee shall be granted three (3) days' absence during any given school year without loss of pay. In addition, the school employee may claim two (2) additional days at the rate of salary less the established rate of substitute pay, during any school year for the same purpose. In no case will a salary allowance for absence due to illness in the immediate family be granted beyond the five (5) days during any school year.

H. MILITARY

Time necessary for persons called into temporary active duty of any unit of the U. S. Reserves or State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. This will be in accordance with statutory requirements.

I. SICK LEAVE

Leaves taken pursuant to this section shall be in addition to any sick leave to which the teacher is entitled under the law. Copies of applicable sections of Title 18A, New Jersey Statutes, will be provided in the Teachers' Handbook.

ARTICLE V

EXTENDED LEAVES OF ABSENCE

A. MILITARY

Any teacher who is inducted or enlists in any branch of the armed forces of the United States shall be granted a leave of absence, without pay, for the period of said induction or initial enlistment.

B. NON-MILITARY NATIONAL SERVICE

A leave of absence up to two years, without pay, shall be granted to any teacher who joins the Peace Corps, Vista, National Teacher Corps, or serves as a full-time participant in an exchange or overseas teacher program, or accepts a Fulbright Scholarship.

C. MATERNITY

Maternity leave for female teachers shall be granted without pay subject to the following conditions:

1. A female teacher shall notify the Superintendent of her pregnancy in writing, accompanied by her physician's note stating expected date of delivery, at least 12 weeks prior to the requested commencement date of the leave unless a shorter period of time for such notice is made necessary by the medical condition of the teacher.
2. Maternity leave shall commence on a date mutually acceptable to the teacher and the Board of Education, with exact dates of the leave to be arranged, if possible, with the least disruption to the operation of the school system.
 - a. The Board need not grant or extend the leave of absence of any nontenured teacher beyond the end of the contract school year in which the leave is obtained unless the Board, in its own discretion, agrees to an extension of said leave.

ARTICLE V - EXTENDED LEAVES OF ABSENCE (cont'd)

C. MATERNITY (cont'd)

2. b. The grant of maternity leave to a nontenured teacher shall under no circumstances be deemed to be an offer of employment within the meaning of N. J. S. 18A:27-10 for any school year or portion of a school year in which such leave is granted.
- c. If a tenured teacher wishes to return to work after the close of the school year she may do so at the beginning of the first or second semester following the date she left, provided she gives the Board in writing four (4) months prior notice. The term 'semester' as used herein shall be deemed to refer to those portions of the school year commencing on the first day of September and the first day of February.
3. Following the grant of such leave to any teacher, the date of return of that teacher may be extended at the discretion of the Board for a reasonable period of time at the teacher's request for reasons associated with pregnancy or birth.
4. No teacher shall be removed from her teaching duties during pregnancy solely because she is pregnant. She may be removed based upon one of the following conditions:
 - a. Her teaching performance has substantially declined from the accepted standard of performance established for the teachers in which such teacher is employed.
 - b. The teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by a third physician

ARTICLE V - EXTENDED LEAVES OF ABSENCE (cont'd)

C. MATERNITY (cont'd)

4. b. (cont'd) jointly selected by the Board's and the teacher's physician whose opinion on medical capacity shall be final and binding.
- c. Any other grounds for which a nonpregnant teacher may be removed.
5. A female teacher adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.

D. ILLNESS IN THE IMMEDIATE FAMILY

(Immediate family as defined in Article IV, F.)

A leave of absence without pay up to one year may be granted for the purpose of caring for a member of the teacher's immediate family.

E. RETURN FROM LEAVE

1. Teachers on extended leaves of absence shall notify the Administration before February 1st of his desire to return effective September 1st.
2. Upon return from leave granted pursuant to the sections of this Article, a teacher shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided the time spent on leave was directly related to education as provided in Section B of this Article. The time spent on leave shall not count toward the fulfillment of time requirements necessary for acquiring tenure.
3. Teachers on leave will be eligible for continued group membership in medical coverage and other benefits to the extent permitted by contracts for such benefits. New benefits granted to teachers in

ARTICLE V - EXTENDED LEAVES OF ABSENCE (cont'd)

E. RETURN FROM LEAVE (cont'd)

3. (cont'd) the interim, excluding salary raises, shall be given to said teacher upon his return. The teacher shall be assigned to the same position he held at the time his leave commenced or, if said position is not available, to a substantially equivalent position.

ARTICLE VI

USE OF SCHOOL FACILITIES

- A. Representatives of the Hillsdale Education Association shall 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.
- B. The Association and its representatives shall be permitted to use school buildings at all reasonable hours for meetings on regular school days. Use of the buildings at other times will be subject to existing policy for "Use of School Facilities". The principal of the building in question shall be notified in advance of the time and place of all such meetings.
- C. The Association shall be permitted to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Board reserves the right to assess a charge for the use of excessive supplies.
- D. The Association shall be permitted to use the inter-school courier service and school mail boxes as it deems necessary. Materials will be distributed by the H. E. A. representatives.

ARTICLE VII

TEACHER ASSIGNMENT

Teachers will be given written notice of their tentative assignment to grade, and/or subject area, and building for the ensuing year on the date of issuance of contracts. In the event changes in assignment become necessary, the teacher or teachers affected will be notified in writing. Such teachers shall have the option of meeting with the Superintendent or his representative to discuss the changes involved. Final decision of assignment will remain the prerogative of the Superintendent.

ARTICLE VIII
PERSONNEL FILES

A. Personnel Files

Each teacher shall have the right to inspect his or her personnel file at any reasonable and convenient time during the normal business hours of the Hillsdale School District, provided, however, that such teacher make an appointment for such inspection with the secretary of the Hillsdale Superintendent of Schools, and further provided, that such inspection of the teacher's file shall be made in the presence of the Superintendent's secretary or other person designated by the Superintendent.

Any statement placed in a teacher's personnel file with the exception of -

- employment and character references from former employers, teachers, school officials or other persons,
- references sent to prospective employers or such teacher by officials or employees of the Hillsdale School District,
- pre-employment investigations
- official college transcripts

must be shown to the teacher before it is placed in the file and the teacher shall be given the opportunity to attach written comments to such material.

ARTICLE IX

EXTRA CURRICULAR COMPENSATION

A. Interscholastic

\$10.00 per person per event

B. School Dances

\$10.00 per person per event

C. Intramural Activities

\$100.00 per person per activity

The intramural activities provided for each school year shall be determined by the Administrative Council and the Physical Education Department in accordance with demonstrated student interest.

Each activity will run a minimum of 24 hours.

D. Interscholastic Basketball Coach

\$400.00

E. Cheerleader Advisor

\$100.00

ARTICLE X

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1975 and shall continue in effect for a period of one year ending June 30, 1976, provided, however, that if a successor Agreement is not entered into between the parties hereto on or before July 1, 1976, the present Agreement shall remain operative and binding upon the parties until such successor Agreement becomes effective.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first written.

HILLSDALE EDUCATION ASSOCIATION

BY

William G. Reamer
President

BY

Angela D. Engel
Secretary

HILLSDALE BOARD OF EDUCATION

BY

Dr. John J. Lee
President

BY

Anna F. Felten
Secretary

HILLSDALE BOARD OF EDUCATION
HILLSDALE, NEW JERSEY

SCHEDULE A

TEACHERS' SALARY GUIDE 1975-76

<u>Guide Step</u>	<u>B. A.</u>	<u>B.A.+15</u>	<u>B.A.+30</u>	<u>M. A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	\$ 9,990	\$10,490	\$11,100	\$11,440	\$12,050	\$12,660
2	10,270	10,880	11,490	11,820	12,430	13,050
3	10,660	11,270	11,880	12,210	12,820	13,430
4	11,100	11,710	12,320	12,660	13,320	13,930
5	11,550	12,160	12,770	13,160	13,820	14,430
6	12,050	12,660	13,270	13,660	14,320	14,990
7	12,550	13,160	13,770	14,210	14,880	15,540
8	13,050	13,660	14,320	14,770	15,430	16,100
9	13,540	14,210	14,880	15,320	15,990	16,650
10	14,100	14,770	15,430	15,880	16,540	17,210
11	14,650	15,320	15,990	16,430	17,100	17,870
12	15,210	15,880	16,540	16,990	17,760	18,540
13	15,880	16,540	17,210	17,650	18,430	19,200
14	16,555	17,225	17,885	18,335	19,105	19,885

INTEGRAL ASPECTS OF THE SALARY GUIDE

1. A satisfactory rating by the administrative staff each year is essential for an increase to be granted.
2. Evidence of continued professional growth in each three-year period, beginning July 1, 1968 will be required, i.e.: a third increment will not be granted to a teacher who does not present evidence of such activity.
3. Commencing July 1, 1975, the Board agrees to compensate staff members who have completed 20 or more years of service in the Hillsdale School System. This annual stipend shall be at a rate of \$250.00 above the salary schedule position.

ASSOCIATED POLICY

1. Recognition of interim stages of professional study.
 - a. A "B" average will be required for salary credit in the B.A.+15 or 30, and M.A.+15 or 30 columns.
 - b. Contracts will be issued prior to April 30th for the ensuing year on the basis of credits employee anticipates by September 1. Evidence that such credit status has been achieved must be submitted during the first week of September. In the absence of such evidence, salary will be adjusted to reflect previous guide preparation position.

Notice of assignment will accompany contractual offer, subject to Article VII.
 - c. The following credits will be recognized for salary purposes:
 1. Graduate courses from accredited colleges.
 2. Bergen County Education Association sponsored courses may be recognized for salary purposes using the following procedure:
 - (a) Application for approval for credit purposes must be made in writing to the Equivalency Credit Committee in advance of registration. Applications may be obtained from each Principal.
 - (b) A committee consisting of one principal, appointed by the Board, and one teacher member, elected by the H.E.A., shall review applications for graduate equivalency credit.
 - (c) The Committee shall review each application according to the criteria as established by the Committee and approved by the Board.

ASSOCIATED POLICY (cont'd)

- (d) In the case of a tie vote by the teacher principal committee, the Superintendent shall make the final decision concerning the application.
- (e) One credit for each 12 hours of instruction may be approved at the discretion of the committee.
- (f) Not more than 6 equivalency credits will be applicable to any salary guide level.
- (g) A written notice of completion, certified by the proper authority, shall be submitted to the Committee upon the completion of the course.
- (h) The Superintendent shall acknowledge achieved credits, in writing, and apply credits to the individual's degree rating.

3. College courses on the undergraduate level, if requested by the administration, but only on the +15 and +30 columns of the salary guide.

2. Evidence of continued professional growth.

Criteria of professional development as approved for 1968-69.

Any change of criteria to be approved by the H.E.A. and Board of Education.

3. "Mid-year hires" will be evaluated during the first full year of employment and a teacher will be informed prior to issuance of the third contract whether the partial year will be credited as a full year of experience beginning with the third contract. The Superintendent shall have the option of recommending full credit of one year toward the second contract for any teacher hired prior to February 1.

ASSOCIATED POLICY (cont'd)

4. The Board will pay the full premium for individuals and dependents for all health insurance presently included in the New Jersey State Health Benefits program.
5. The Board accepts the concept of Sabbatical leave as capable of promoting professional growth. Beginning July 1, 1973, the Board agrees to fund one Sabbatical per year on the basis of a full year at half salary or a half year at full salary.
6. The Board of Education will provide financial compensation to each Grade Level Chairman and Department Chairman serving on the Curriculum Advisory Council. The amount of compensation shall be \$250.00 per member above the salary schedule position during the year in which they serve in that capacity.

HILLSDALE BOARD OF EDUCATION
HILLSDALE, NEW JERSEY

SCHEDULE B

NURSES' SALARIES

The nondegree certified Nurses' and the provisionally certified degree Nurse's salary shall be 75% of the appropriate step on the B.A. column of the Teachers' Salary Guide.

INTEGRAL ASPECTS OF NURSES' SALARY SCALE

1. A satisfactory rating by the administrative staff each year is essential for an increase to be granted.
2. Evidence of continued professional growth in each three-year period, beginning July 1, 1973 will be required, i.e.: a third increment will not be granted to a nurse who does not present evidence of such activity.

HILLSDALE BOARD OF EDUCATION

BOARD POLICY

DISMISSAL OF NON-TENURE TEACHERS

All non-tenure teachers who are not to be rehired by the Board for the next school year will be so notified by April 30th in writing.

UNSAFE AND HAZARDOUS CONDITIONS

All conditions considered unsafe or hazardous shall be reported in writing to the building principal who shall follow proper channels in resolution of the problem. A form suitable for the recording of such request shall be provided by the Board of Education and a written reply on action to be taken shall be forthcoming.

SCHOOL CALENDAR

Procedure for developing a school calendar shall include the following:

1. The H.E.A. will be given the opportunity to propose specific considerations in school calendar development.
2. Such proposals will be presented by the Superintendent to the Superintendent's Council of the Pascack Area Special Education Council.
3. The proposed calendar as developed by the Superintendent's Council will be relayed to the H.E.A.
4. The Superintendent will report recommendations of the H.E.A. when he recommends a calendar for Board adoption.

Adopted 3/20/72

Revised 7/75

HILLSDALE BOARD OF EDUCATION
BOARD POLICY REGARDING NEGOTIATIONS

The Hillsdale Board of Education will continue its policy of negotiating in good faith with recognized representatives of the professional staff of the Hillsdale Schools regarding terms of employment in accordance with all applicable laws and regulations of the State of New Jersey.

1. INITIATION OF MEETINGS

Such negotiation meetings may be initiated at the request of either party in writing. The date must be agreeable to both parties.

2. AGENDA

Each party shall submit any proposed agenda items they wish to discuss to all representatives of the negotiating bodies, at least three school days prior to the meetings. This may be done through their respective presidents.

3. RECORD OF PROCEEDINGS

A record shall be kept of action and recommendations. Copies of said records will be furnished to all participants for approval as to accuracy. These minutes are for information purposes only and are not to be considered as public record. This responsibility will alternate between the two groups.

4. COMMUNICATION

A response will be made within seven school days to all communications requesting an answer.

5. AMENDMENTS

When a mutually acceptable amendment to this policy is negotiated by the parties, it shall be reduced to writing, signed by the Board and the Association, and adopted by the Board.

Adopted 12/16/68
Confirmed 2/2/70

SABBATICAL LEAVE POLICY

Having accepted the concept of sabbatical leave as capable of promoting professional growth, the Board will make financial provision for sabbatical leave according to the following plan:

- A. A sabbatical leave shall be granted to one certificated professional staff member during the school year 1976-77 if there is at least one qualified applicant.
1. To be eligible for sabbatical leave, applicants shall have completed at least seven full years of service in the Hillsdale School District.
 2. No sabbatical leave will be granted for more than a full academic year nor less than one-half academic year.
 3. Compensation for the individual granted sabbatical leave shall be one-half of his contract salary if he is granted a full year's leave or full salary if he is granted a half year's leave.
 4. Requests for sabbatical leave, on forms furnished by the Sabbatical Leave Committee, must be received by the Superintendent not later than January 1, and action must be taken no later than February 1 of the school year preceding the school year for which the sabbatical leave is requested.
 5. The Sabbatical Leave Committee shall consist of the Superintendent, three principals, and one teacher from each of the three schools, the latter to be appointed by the H.E.A. Executive Committee. Such committee shall meet after January 1 to consider all requests for sabbatical leave.
 6. Upon return from sabbatical leave, the staff member shall be placed on the salary schedule at the level he would have achieved had he remained actively employed in the system during the period of his absence.
 7. The staff member will be obligated to return to the Hillsdale Public Schools for a minimum of two years following the sabbatical leave.
- B. Upon the recommendation of the committee, a sabbatical shall be granted by the Board to a certificated professional staff member for study, including study in another area of specialization, for travel, or for other educational purposes.