

HILLSDALE PUBLIC SCHOOLS
HILLSDALE, NEW JERSEY

AGREEMENT BETWEEN

HILLSDALE BOARD OF EDUCATION

AND

HILLSDALE ASSOCIATION OF SCHOOL PRINCIPALS

FOR THE PERIOD

JULY 1, 1978 TO JUNE 30, 1979

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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 Ruckmen 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 III. - GRIEVANCE PROCEDURE

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

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 policy 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 member of The Hillsdale Association of School Principals who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally at that level.
2. If as a result of the discussion the matter is not resolved to the satisfaction of the member within 5 school days, he shall set forth his grievance in writing to his immediate supervisor specifying:
 - (a) The nature of the grievance.
 - (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 immediate supervisor shall communicate his decision to the

- member in writing within 3 school days of receipt of the written grievance.
3. The member may appeal the immediate supervisor's decision to the next higher level. The appeal to the next higher level must be made in writing reciting the matter submitted to the immediate supervisor as specified above and his or her dissatisfaction with decisions previously rendered. The individual(s) at the next higher level shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The individual(s) at the next higher level shall communicate his (their) decision in writing to the member and his immediate supervisor.
 4. If the grievance is not resolved to the member's satisfaction, at the Superintendent's level, 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. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the member 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 member, whichever comes later.
 5. If the member 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 Hillsdale Association of School Principals, the member of The Hillsdale Association of School Principals may request the appointment of a fact-finder, such request to be made known to the

Superintendent 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 the 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 joint 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.

Costs

- (a) Each party will bear the total cost incurred by themselves.
- (b) The fees and expenses of the fact-finder are the only costs which will be shared by the two parties and such costs will be shared equally.

ARTICLE IV - SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

Members of the Hillsdale Association of School Principals shall be entitled to the following leaves of absence with full pay each school year:

- A. Sick days shall be in accordance with Title 18A, Education, N. J. Statutes Annotated, excepting that twelve-month employees shall be entitled to twelve(12) cumulative sick days per year.
- B. Five days for personal, legal, business, paternity, household or family matters which require absence during school hours. Application to the immediate superior for the personal leave shall be made at least two days before taking such leave except in the case of an emergency. The applicant shall not be required to state reasons for taking such leave other than he is taking it under this section. These days will not be taken immediately prior to or immediately following a legal holiday or school holidays.
- C. Religious Holidays - Up to three days for religious holidays the observance of which prevents the member from working on said days, providing school is not officially closed on those days.
- D. Professional Days - The number of days as required with prior approval of the Superintendent.

- E. Death In The Immediate Family - Up to five days at any one time in the event of death of a member's spouse, child, children-in-law, parent, parent-in-law, sister, brother, sister or brother-in-law, or any other member of the immediate household.
- F. Death Outside The Immediate Family - 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 pay.
- G. Death Of A Staff Member Or Student - The members designated by the Superintendent shall be granted time off to attend the funeral.
- H. Illness Or Emergency In The Immediate Family - All full-time members shall be granted three(3) days' absence during any given school year without loss of pay for illness or emergency in the immediate family. In addition, any member may claim two(2) additional days at the rate of salary, during any school year for the same purpose.
- I. Military Service - Time necessary for members called into temporary 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.
- J. Jury Duty - Members who are required to serve on jury duty will give the Board all monies received for such services.

For the protection of the member and for proper payroll accounting and audit, every absence must be reported in writing to the Superintendent.

ARTICLE V - INSURANCE AND OTHER BENEFITS

- A. Health Insurance -- Board of Education Associated Policy A4.2, page A-4, paragraph 4 shall apply to all members.
- B. All members are to be granted the established holidays in the school calendar which are granted to teachers except as directed by the Superintendent.
- C. Vacation for members on the 12-month contract shall be one calendar month as requested by the member and approved by the Superintendent. Vacations will usually take place between 1 July and 31 August. All members shall be available one week prior to the opening of school in September. Unused vacation days would have to be taken during the course of the school year prior to June 30.

ARTICLE VI - PROFESSIONAL ADVANCEMENT

- A. The Board of Education will provide reimbursement for the cost of tuition, including enrollment and laboratory fees, to members who voluntarily engage in, and satisfactorily complete, educational courses beneficial to the school system.
- B. To be eligible for reimbursement members will be required to obtain approval, in writing, prior to the start of a course from the Superintendent.
- C. Reimbursement will be made after satisfactory proof of completion of the course is furnished by the member to the Board of Education.
- D. Each member shall be limited to reimbursement for one graduate course annually.

ARTICLE VII - SABBATICAL LEAVE

- A. Board of Education policy A4.10, "SABBATICAL LEAVE POLICY" is applicable to members of The Hillsdale Association of School Principals.

ARTICLE VIII - ASSIGNMENT OF PRINCIPALS

- A. Principals will be given written notice of their tentative assignment to a building for the ensuing school year on the date of issuance of contracts and/or salary agreements. In the event of a change in building assignment, the principal will be notified of said change at the earliest convenience in order for a discussion on the matter to be held.

ARTICLE IX - SALARIES

Professional twelve (12) month salary guides shall be established for members of the Association as follows:

Donald Parry, Principal
George G. White School

\$35,840.00

M. Donald DePascale, Principal
Meadowbrook School

\$30,871.00

Allan E. Atchison, Principal
Ann Blanche Smith School

\$30,871.00

Ronald N. Sands, Vice Principal
George G. White School

\$27,628.00

Adjustments in increments may be made annually based upon factors such as satisfactory evaluation by the Superintendent of Schools, cost of living, etc.

ARTICLE X - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1978 and shall continue in effect for a period of one year ending June 30, 1979, provided, however, that if a successor Agreement is not entered into between the parties hereto on or before July 1, 1979, 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 ASSOCIATION OF SCHOOL PRINCIPALS

BY

ALLAN E. ATCHISON
President

BY

M. DONALD DePASCALE
Secretary

HILLSDALE BOARD OF EDUCATION

BY

JOHN J. LEE
President

BY

ANNA F. FELTEN
Secretary