

**HILLSDALE
BOARD OF EDUCATION**

**HILLSDALE
EDUCATION ASSOCIATION**

TEACHERS AGREEMENT

FOR THE PERIOD

July 1, 2005 -- June 30, 2008

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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 representative in accordance with the provisions of Chapter 303, New Jersey Public Laws of 1968, for all full-time and part-time certificated employees under contract, with the following exceptions:

- A. Supervisory and executive personnel including:
 - Principals, Assistant Principals
 - Supervisors of Instruction
 - Supervisor of Special Services
- B. All personnel independently contracted by the Board of Education
- C. Teacher Aides
- D. Substitutes

NOTICE TO PARTIES

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

If by the Association to the Board:

Superintendent of Schools
32 Ruckman Road
Hillsdale, New Jersey 07642

If by the Board to the Association:

Association President
School Building Address or Home Address

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

The use of masculine or feminine gender in this agreement shall be construed as including both genders and not as sex limitations.

ARTICLE II
GRIEVANCE PROCEDURE

Definition

A "grievance" shall mean a complaint by an employee of the Hillsdale Public School System or the Hillsdale Education Association who claims that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation, misapplication, or inequitable application of the contract, an administrative decision, including a disciplinary determination, and/or an established policy governing the employees' terms and conditions of employment. 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 nontenure teacher which arises by reason of his not being reemployed.

A Grievance to be considered under this procedure must be initiated by the employee or Hillsdale Education Association within thirty (30) calendar days of its occurrence, assuming the employee or Hillsdale Education Association could reasonably be expected to do so.

Procedure

Level I - Principal (Informal)

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.

Level II - Principal

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 principal specifying:

- (a) The nature of the grievance - including what contract provisions, Board Policy, or Administrative decision is being grieved and what remedy is being sought.
- (b) The nature and extent of the injury, loss or inconvenience.
- (c) The results of previous discussions.

The principal shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.

Level III Superintendent

The employee may appeal the principal's decision to the Superintendent of Schools within five (5) school days. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee.

Level IV - Board of Education

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education within five (5) school days. 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 five (5) school days. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee within thirty (30) calendar days of receipt of the grievance by the Board. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or within thirty (30) calendar days of the date of the conclusion of the hearing with the employee.

Level V - Arbitrator

If the employee is dissatisfied with the decision of the Board of Education, the employee or the Education Association may request the appointment of an arbitrator, 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 arbitration on items which are in consonant with the definition of grievance.

The following procedure will be used to secure the services of an arbitrator:

- (a) A request will be made to P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that P.E.R.C. submit a second roster of names.
- (c) If the parties are unable to determine within ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, P.E.R.C. shall be requested by either party to designate an arbitrator.

The arbitrator 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 arbitrator shall only be advisory. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the hearings.

Costs

The cost for the services of the arbitrator, including per diem expenses if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board of Education and the Hillsdale Education Association. Any other expenses incurred shall be paid by the party incurring same.

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. Part-time certificated personnel shall be paid a proportionate amount of the appropriate salary guide step.

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.

C. Summer Employment

1. Full-time Middle School Guidance Counselors will be required to work three (3) additional weeks after the close of school in June. (One week immediately after the close of school in June, one week during the summer, and one week immediately before the opening of school in September.) Full-time Elementary School Guidance Counselors will be required to work one (1) additional week after the close of school in June. (One week immediately before the opening of school in September.) This schedule can be revised with the approval of the Superintendent.

2. Payment for summer employment by Child Study Team Members, Guidance Counselors, Speech Correctionists, and School Nurses will be the employee's contractual daily rate up to a maximum of \$300 per diem for the first ten (10) days and \$325 per diem beyond ten (10) days.

ARTICLE IV

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following leaves of absence with full pay for each school year. For less than full-time employees, application of this Article shall be prorated accordingly. Leaves taken pursuant to this Article shall be in addition to any sick leave to which a teacher is entitled under the law. Copies of applicable sections of Title 18A, New Jersey Statutes, will be provided in the Teacher Handbook.

A. Personal Days

Five (5) days for personal, legal, business, household, paternity, or family matters which require absence during school hours. Notification to the Superintendent through the Building Principal or immediate superior of personal leave shall be made at least three (3) days before taking such leave except in the case of emergency. The employee 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 cases, the employee shall give the specific reasons, in writing, for such day(s) and shall be subject to a salary reduction of 1/400 of his/her annual salary for each day taken. This reduction may be waived by the Superintendent. The decision of the Superintendent is final and shall not be subject to the provisions of the grievance procedure.

B. Professional Days

1. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, subject to the approval of the Superintendent.
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.

C. Death in the Immediate Family

Up to five (5) 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, sister- or brother-in-law, or any other member of the immediate household.

D. Death Outside the Immediate Family

1. One (1) 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 by the Superintendent with pay, less the established rate of a 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 Superintendent's discretion in consultation with the Building Principal and Association leadership shall be granted time off to attend the funeral. Personal Days, as described in Part A. above, may not be used to circumvent this section.

E. Illness or Emergency in Immediate Family (As defined in C. of this Article) The 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. Application of this clause shall be made through the Superintendent's office.

F. MILITARY

Time necessary for persons called into temporary active duty of 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.

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, may be granted to any tenured 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. **Child Care (Maternity-Paternity)**

Leave for teachers under this section shall be in compliance with the Family Leave Act S-2035 C.261-1989, with the following additions:

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 twelve (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. Child Care 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.
 - b. The granting of Child Care Leave to a nontenured teacher shall under no circumstances be deemed to be an offer of employment within the meaning of N.J.S.A. 18A:27-10 for any school year or portion of a school year in which such leave is granted.

C. Child Care (Maternity-Paternity) (continued)

- 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 September 1st (if the date of leave is during the school year) or the second September 1st (if the child is born during July or August) provided she gives the Board notice in writing on or before March 1st of the year she intends to return. If a tenured teacher wishes to return to school on the first February 1st following the date she left, she must give notice in writing to the Board by the previous November 1st.
3. 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 jointly selected by the Board 's and the teacher's physician whose opinion on medical capacity shall be final and binding..
 - c. Any other ground for which a nonpregnant teacher may be removed.
4. A teacher adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirement for adoption.

D. Illness in The Immediate Family

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

A leave under this section shall be in compliance with the Family Leave Act, S-2035

C.261-1989 with the following addition:

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. Good Cause

Other leaves of absence up to one year without pay may be granted by the Board for good reason such as, but not limited to, appointment or election to serve in a full-time position of State or National professional or governmental organization or agency, career or life reevaluation, temporary reassignment of employee's spouse, with the following restrictions:

- (a) To be eligible an employee must have seven (7) years of service in the district.
- (b) The leave must be taken from September 1 – June 30 of a given school year.
- (c) Only one person per year will be granted a leave under this section on a first come-first serve basis.
- (d) The leave is subject to the approval of the Superintendent of Schools.

F. Return from Leave

- 1. Teachers on extended leaves of absence shall notify the Administration before March 1st of his/her desire to return effective September 1st.
- 2. Upon return from leave granted pursuant to section B 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. In all other instances, time on leave will not count toward salary guide movement. The time spent on leave shall not count toward the fulfillment of time requirements necessary for acquiring tenure.

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 and must approve of the time and place of all such meetings.
- C. The Association shall be permitted to use school facilities and equipment, including typewriters, computers, duplicating equipment, calculating machines, and all types of audiovisual 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 interschool courier service and school mail boxes as it deems necessary. Materials will be distributed by the H.E.A. representatives.

ARTICLE VII

TEACHER ASSIGNMENT

- A. 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.
- B. The parties to this Agreement recognize that it is difficult, if not impossible, to schedule teacher preparation time and pupil contact time in a manner which would eliminate all instances of unequal work load among teaching staff personnel because of factors such as unexpected absences of teaching staff personnel, budgetary constraints and the need of supervisory personnel to have flexibility in making assignments to meet emergencies and the like. In an effort to minimize such instances of unequal workload, however, the parties hereto agree that every effort will be made to provide each teacher with their schedule for the following school year before school closes in June.
- C. In preparing such schedule, the Principal of each school shall make an earnest effort to satisfy the following criteria:
 - (1) Full-time teaching staff members assigned to Meadowbrook and Ann Blanche Smith Schools shall have two hundred eighty (280) minutes per week of preparation time (at least one (1) preparation period per day). Such teaching staff members who are part-time shall have a prorata share of such preparation time. The teacher workday will be seven consecutive hours, including a duty-free lunch period equal to that of the students. No modification in teacher arrival and dismissal times will be in excess of fifteen minutes (8:30 A.M. - 3:30 P.M.) unless agreed to by the Association.

Teacher Assignment (continued)

- C. (2) Full-time teaching staff members assigned to the George G.White School and who do not follow a "departmental schedule" shall have three hundred fifteen (315) minutes per week of preparation time (at least one (1) preparation period per day). Such teaching staff members who are part-time shall have a prorata share of such preparation time. The teacher workday will be seven consecutive hours, ten minutes, including a duty-free lunch period equal to that of the students. No modification in teacher arrival and dismissal times will be in excess of fifteen minutes (8:00 A.M. - 3:10 P.M.) unless agreed to by the Association.
- (3) Full-time teaching staff members assigned to the George G.White School and who follow a "departmental schedule" shall have a maximum of thirty (30) teaching periods per week. No more than six (6) teaching periods may be assigned per day. Teachers will receive eight (8) preparation periods per week (at least one (1) per day), and two (2) special assignment periods per week. The teacher workday will be a consecutive seven hours ten minutes, including a duty-free lunch period equal to that of students, provided, however, that no teachers shall be required to sign out later than 3:50 P.M. except on days when district wide meetings are scheduled.
- (4) Teaching in a "departmental schedule" is defined as: More than half a teacher's schedule being assigned to the 6th, 7th and 8th grades.
- (5) Preparation periods are defined as: To prepare lesson plans, grade student work, meet with parents, meet with other teachers and/or administrators on individual, grade level, and/or curriculum matters, and for similar responsibilities.
- (6) Preparation time will be within the official entrance and ending time of the student's school day. (Entrance time is defined as ten (10) minutes prior to the official opening time of school.)
- (7) Preparation periods will consist of an uninterrupted block of time of no less than forty (40) minutes.

Teacher Assignment (continued)

- (8) Teachers who are assigned to substitute during their preparation period will have the option of being relieved of a duty assignment or being compensated at the rate of \$10.00 per class after the third such substitute assignment each school year. This option or compensation will only apply when coverage infringes upon terms outlined in C. 1, 2, and 3, above. Relief from duty assignment will continue to be the practice at the Middle School during the first three substitute assignments.
- (9) Teaching staff members required to travel between either Meadowbrook, Smith School and/or George G. White School during the day will be provided with twenty (20) minutes in their schedule on the day of travel. Every effort will be made to schedule travel time either directly before or after lunchtime, except in those cases, where scheduling such travel time would negatively impact the arrangement of teaching classes.
- (10) Lunch times described in C. 1, 2, and 3 above may be reduced to a minimum of thirty minutes duty free, twice a month (twenty times yearly) on a rotating basis in order to provide lunch-time supervision of students.
- (11) In lieu of a duty assignment, the President of the Hillsdale Education Association will be provided with a forty (40) minute period of time per week to carry out Association business. Every effort will be made to schedule the forty (40) minutes in a block period of time. Where this is not possible, as in the case of an elementary classroom teacher, the forty (40) minutes will be a total allotment of time per week.
- (12) No teacher at the Meadowbrook or Ann Blanche Smith Schools will be assigned instructional teaching time with pupils for the first twenty (20) minutes following the official sign-in time in the morning.

D. Evening Assignments:

In addition to the teachers' regular in-school workday, teachers shall be required to attend, where appropriate, Seminar/Back to School Nights, Open Houses, and Parent Orientation Programs.

With regards to teachers who are assigned to more than one school, past practice procedures will be maintained. Teachers may also be required to attend two evening parent conferences per year -- each not to exceed three hours in duration. There will be an early pupil dismissal on one (1) Parent Evening Conference school day. Teachers who do not have any parent conferences scheduled on an early pupil dismissal day, will remain in their assigned school until the normal sign-out time. During the 2005-2006 school year, a committee will be formed to study alternative ways to implement parent-teacher conferences.

ARTICLE VIII

TEACHER VACANCIES

Notice of vacancies in teaching and administrative positions shall be publicized in the following manner:

Superintendent shall send a list of vacancies to all Building Principals for posting on the General Bulletin Board located in the school office, as well as a copy of all vacancies to the President of the H.E.A.

The notice for each position will be posted fifteen (15) school days prior to final date for filing of application.

Exceptions to the above procedure:

- Vacancies that require less than fifteen (15) days' notice, the H.E.A. President will be so notified.
- Vacancies occurring between the last day of school in June and August 31; a notice of such vacancies will be sent to the President of the H.E.A. as soon as practicable.
- Any teacher who desires to apply for a different position which may be filled during the summer period shall submit his name to the Superintendent, together with the position for which he/she wishes to apply, and an address and telephone number where he can be reached for the summer. The Superintendent, or his designee, shall notify the Hillsdale Education Association President and only these teachers of any vacancy in a position for which they have applied. Such notice shall be sent in writing as far in advance as is practicable.

ARTICLE IX

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 Superintendent. Any statement placed in a teacher's personnel file with the exception of:

1. employment and character references from former employers, teachers, school officials or other persons,
2. references sent to prospective employers on such teacher by officials or employees of the Hillsdale School District,
3. pre-employment investigations,
4. 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.

Documents, records and other papers pertaining to a grievance filed by an employee under Article II of this Agreement shall not be placed in such employee's personnel file but shall instead be placed in a separate file, provided, however, that such documents, records and other papers may be placed in such employee's personnel file if they otherwise would be qualified for placement in such employee's personnel file except for the filing of a grievance.

ARTICLE X

HEALTH PROGRAM COVERAGE

A. Health Plan

The Board will pay the full premium for individuals eligible under State law and eligible dependents for all health insurance presently included in the New Jersey State Health Benefits Program. (Eligible employees are defined as employees working twenty-five (25) hours or more per week.) Employees hired prior to July 1, 1999, who worked more than twenty-two (22) hours per week during the 1998-99 school year, whose work hours are subsequently reduced to twenty (20) or more will continue to receive all benefits as outlined above.

In addition, employees who worked more than twenty-two (22) hours during the 2004-05 school year will continue to receive all benefits as outlined above as long as they continue to work a minimum of twenty-two (22) hours in the Hillsdale School District.

B. Dental Plan

The Board shall provide for coverage of eligible employees and eligible dependents in the New Jersey Dental Plan, Inc., or other plan which is mutually accepted. An "eligible employee" under this Paragraph B of this Article X shall be an employee who is eligible to receive the Health Plan Benefits of Paragraph A of this Article X. Employees hired on or after July 1, 1995, will be subject to a twenty-five (25) percent co-pay for their initial three (3) years of employment.

ARTICLE XI

EXTRA CURRICULAR COMPENSATION

THIS SECTION IS SEPARATE

SEE ATTACHED ARTICLE XI

ARTICLE XII
Payment for Unused Sick Leave

- A. Subject to the conditions hereinafter set forth, an eligible employee who retires or dies shall receive payment for unused sick leave. To be eligible to receive such payment, the employee must satisfy all of the following conditions:
- (1) The employee must have at least thirteen (13) years of service in the Hillsdale School District as a certificated employee under contract as of the effective date of retirement or the date of death. In computing the required thirteen (13) years of service, any paid or unpaid leave of absence having a time duration of one-half of a school year or longer, other than a sabbatical leave, shall not be counted.
 - (2) The employee must have at least sixty five (65) days of accumulated sick leave as of the effective date of retirement or the date of death. In computing the required number of days of accumulated sick leave, only sick leave days accruing under the provisions of N.J.S.A. 18A:30-2 shall be counted. In no event shall sick leave days accruing or awarded under the provisions of N.J.S.A. 18A:30-2.1, 18A:30-6 or any other law be counted.
 - (3) Where the claim for payment of unused sick leave is based upon the retirement of the employee, the employee must have filed a bona fide application for retirement with the Teachers Pension and Annuity Fund under the provisions of N.J.S.A. 18A:66-1 et seq. and the application so filed must request the payment of a pension commencing immediately on the effective date of the employee's retirement from the Hillsdale School District; it being the intention of the parties to this agreement that a deferred retirement of the employee shall not qualify for the payment of unused sick leave.
 - (4) A written application requesting payment for unused sick leave shall be filed by or on behalf of the employee with the Hillsdale Board of Education no later than twelve (12) calendar months immediately following the effective date of retirement or the date of death of the employee, whichever shall first occur. In no event shall payment for unused sick leave be made if the required application is filed after the expiration of twelve (12) month period.

Payment of Unused Sick Leave (continued)

- B. Where the claim for payment of unused sick leave is based upon the retirement of an employee for reasons other than physical or mental disability, the employee must give written notice of an intention to retire to the Hillsdale Board of Education at least six (6) calendar months prior to the effective date of retirement, but no later than January 15, in order to receive payment during the next school budget year. The written notice shall specify the effective date of retirement.

A written notice of intention to retire complying with the provisions of this Paragraph B may be filed with the Hillsdale Board of Education in lieu of the written application specified in Section (4) of Paragraph A of this Article XII, if such written notice of intention to retire is filed prior to the expiration of the twelve (12) month time period specified in said Section (4) of Paragraph A; it being the intention of the parties to this Agreement that no payment for unused sick leave shall be paid to any employee unless either the written application specified in Section (4) of Paragraph A or the written notice of intention to retire specified in this Paragraph B is filed with the Board prior to the expiration of the twelve (12) month period specified in Section (4) of Paragraph A.

- C. Payment for unused, accumulated sick leave under this Article XII shall be at the rate of \$75.00 per day for all days of unused sick leave accumulated by an eligible employee provided, however, that the maximum total payment to any eligible employee for all sick days of unused sick leave accumulated by the employee shall not exceed the total sum of \$12,750 (2005-06), \$13,000 (2006-07) and \$13,500 (2007-08). Payment shall be made only for unused sick leave days accumulated by an eligible employee under the provisions of N.J.S.A. 18A:30-2 and not under any other provision of law. Sick leave days accumulated by an employee while serving in a part-time position (less than 19-1/2 hours per week) shall not be eligible for payment. Effective with the 1999-2000 school year, sick days accumulated in a part-time position of less than twenty-two (22) hours per week shall not be eligible for payment. Effective with the 2005-06 school year, sick days accumulated in a part-time position of less than 25 hours shall not be eligible. No payment shall include interest of any kind. In order to be eligible to receive any unused sick leave benefit, the employee must retire on June 30 of any given year.

Payment for Unused Sick Leave (continued)

- (1) In the event of a life altering or catastrophic circumstance, an employee can retire prior to June 30th and receive full payment for all eligible unused sick leave.
- (2) In the event of an unexpected circumstance, the employee may apply to the Superintendent to waive the June 30th retirement date and receive full payment for all eligible unused sick leave.
- (3) When the employee is living at the time of payment of this benefit, payment shall be made directly to the employee.
- (4) When the employee is deceased at the time of payment of this benefit, payment shall be made to the person named by the employee as beneficiary to receive this benefit on a "Beneficiary Designation" form provided by the Hillsdale Board of Education. If the employee shall fail to name a beneficiary to receive this benefit or if the person so named shall be deceased at the time of payment of this benefit, payment shall be made to the employee's estate.

ARTICLE XIII

SABBATICAL LEAVE - MINI-GRANTS

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 each school year of the current Agreement if there is at least one qualified applicant.
- (1) To be eligible for sabbatical leave, applicants shall have completed at least seven (7) full years of service in the Hillsdale School District.
 - (2) A sabbatical leave will be granted for a full academic year.
 - (3) Compensation for the individual granted sabbatical leave shall be one-half of his contract salary.
 - (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 1st 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 1st 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 (2) years following the sabbatical leave.

Sabbatical Leave Policy (continued)

B. Upon the recommendation of the Committee, a sabbatical shall be granted by the Board to a certificated professional staff member for education purposes.

C. Mini-Grants

- (1) The Board will grant and fund Mini-Grants during the Summer at a total cost not to exceed \$8,000.00 for teacher projects relating to research, curriculum revision, study, or other educational activity which is directly beneficial to the students of the district and approved by the Superintendent.
- (2) \$4000 of the Mini-Grants will be proposed by the administration and open to all appropriate staff members to apply. The remaining \$4000 will be granted based upon staff application and as recommended by a Committee consisting of an appointee by the Superintendent and two appointees by the Hillsdale Education Association. Staff members may apply as a team for an individual grant, it being understood that the Mini-Grant Award will be divided equally. Any grant funds not allocated by the Mini-Grant Committee will be re-advertised for projects deemed appropriate by the administration, it being the intent that every effort be made to award yearly the full sum of \$8000.
- (3) The application for any Mini-Grant must include the Topic, Time-Frame for completion, desired outcome, and how it will directly benefit the students of the district.

ARTICLE XIV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2005, and shall continue in effect for a period of three years ending June 30, 2008 , provided, however, that if a successor Agreement is not entered into between the parties hereto on or before July 1, 2008 , 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 ASOCIATION

BY

Barbara Cassarini,
President

BY

Christine Eckhoff,
Corresponding Secretary

HILLSDALE BOARD OF EDUCATION

BY

James D. Hayden, Jr.,
President

BY

Lirca Garcia,
Secretary

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 will be required, i.e., a third increment will not be granted to a teacher who does not present evidence of such activity.
3. The Board of Education agrees to compensate staff members who have completed the following years of service in the Hillsdale School System at the indicated increase in base salary.

TIER I

Employed Prior to July 1, 1999

15 Years	\$1400
18 Years	1900
21 Years	2400
24 Years or More	2900

TIER II

Employed On or After July 1, 1999

21 Years	\$1500
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Such service shall be completed prior to July 1 for twelve-month employees, and prior to September 1 for ten-month employees. No credit shall be given for those years in which there were unpaid leaves of absence.

4. An employee must work a minimum of ninety (90) consecutive days to receive guide credit during any contractual year.

ASSOCIATED POLICY

I. Recognition of interim stages of professional study:

- A. A grade of "B" will be required for salary credit in the BA+15 or BA+30, and MA+15 or MA+30 columns. An evaluation of "passing" is required, in the case of a "pass-fail" course, for salary credit in the BA+15 or BA+30, and MA+15 or MA+30 columns.
- B. Contracts will be issued prior to May 15th for the ensuing year on the basis of credits employee anticipates by September 1st, provided that the employee notified the Superintendent of anticipated credits prior to January 15. 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. The BA+15 or BA+30 columns require approved graduate college credits applicable to an area of certification usable in the grades K-8 in the Hillsdale School District with prior notification to the Superintendent.
 - 2. The Master's Degree column requires:
 - A Master's Degree from a college or university accredited for teacher training in the area of certification usable in Grades K-8.
 - The Master's +15 or MA+30 columns require approved graduate college credits applicable to an area of certification usable in the grades K-8 in the Hillsdale School District with prior notification to the Superintendent.

ASSOCIATED POLICY (continued)

- C. 3. Eight graduate credits earned in “pass-fail” courses can be recognized for salary purposes on each interim step of the salary guide. The Board of Education shall receive a letter of verification that such courses are of graduate level. Courses other than the aforementioned, to be applied to interim stages of the salary guide, must have prior written approval of the Superintendent.

Course credits earned or programs matriculated in prior to the effective date of this Agreement will not be subject to the aforementioned restrictions.

The following language shall be applicable only to those employees hired after January 1, 1980. “All courses to be used for credit in above columns must be completed subsequent to the last degree held by the teacher.”

4. 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.

ASSOCIATED POLICY (continued)

I. (continued)

- C. 4. (c) The Committee shall review each application according to the criteria as established by the Committee and approved by the Board.
 - (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 twelve (12) hours of instruction may be approved at the discretion of the Committee.
 - (f) Not more than six (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.
5. College courses on the undergraduate level, if requested by the administration, but only on the +15 or +30 columns of the salary guide.
6. Graduate credits and/or a maximum of six (6) "Inservice" credits beyond the MA+30 level shall be compensated annually to a maximum of thirty (30) credits at the rate of \$100.00 per credit (maximum \$3000). Courses to be applied to this category must have prior written approval by the Superintendent.
Courses to be recognized under this section must be taken after July 1, 1983, and also meet the criteria as established in Paragraphs I, A and B of the Associated Policy, Page 29.
7. All distance Learning courses and Video courses shall have prior approval of the Superintendent.

ASSOCIATED POLICY (continued)

8. Mentoring: All teachers assigned as a mentor will be compensated at a rate equal to the State Department of Education guidelines. (This compensation will be funded through the State Department of Education or by staff identified as a mentee.)
- II. Evidence of continued professional growth. Any change of criteria to be approved by the HEA and Board of Education.
- III. "Mid-year Hire" The Superintendent shall have the option of recommending full credit of one year toward the second contract for any teacher hired prior to February 1st.
- IV. The Board of Education will provide financial compensation to each Teacher serving on the Curriculum Advisory Council. The amount of compensation per member above the salary schedule position during the year in which they serve in that capacity shall be \$800.
- V. Recognition of Interim Stages of Professional Study: INSERVICE CREDIT
Courses to be considered for "Inservice Credit" and to be recognized for salary guide purposes must adhere to the following:
 - (a) Application for inservice credits shall be made in writing to the Superintendent at least two weeks in advance of registration.
 - (b) The Superintendent shall be solely responsible for determining whether or not inservice credit shall be approved for salary guide purposes.
 - (c) The Superintendent shall notify the applicant in writing as to his acceptance or rejection and give his reasons for the decision.
 - (d) One credit for each twelve (12) hours of instruction may be approved at the discretion of the Superintendent.

ASSOCIATED POLICY (continued)

- V. (e) Not more than six (6) Inservice and/or BCEA Equivalency Credits will be applicable to any salary guide level.
 - (f) A written notice indicating satisfactory completion of all course requirements, as well as hours of attendance certified by the Institute sponsoring the course, shall be submitted to the Superintendent upon completion of the course.
 - (g) The Superintendent shall acknowledge approved Inservice Credits, in writing, and apply the credits to the individual's proper salary column on the guide.
 - (h) Approved Inservice courses must be completed prior to September 1st to be credited to that following September's salary guide placement. Approved courses completed after September 1st will be carried over to the following school year for credit on the guide.
- VI. Local Professional Development Committee: The Board of Education will provide financial compensation to each Teacher serving on the Local Professional Development Committee. The amount of compensation per member above the salary schedule position during the year in which they serve in that capacity shall be \$400.

