

**HILLSDALE PUBLIC SCHOOLS
HILLSDALE, NEW JERSEY**

AGREEMENT BETWEEN

HILLSDALE BOARD OF EDUCATION

AND

HILLSDALE ASSOCIATION OF SCHOOL ADMINISTRATORS

FOR THE PERIOD

JULY 1, 2008 TO JUNE 30, 2011

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ARTICLE I - RECOGNITION

The Hillsdale Board of Education, after examination of all signed authorization cards, hereby recognizes the Hillsdale Association of School Administrators as the exclusive negotiating representative in accordance with the provisions of Chapter 303, New Jersey Public Laws of 1968 for the following personnel:

Principal, Meadowbrook School

Principal, Ann Blanche Smith School

Principal, George G. White School

Assistant Principal, George G. White School

Supervisor of Special Services

Supervisor of Instruction/Technology

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

ARTICLE II - GRIEVANCE PROCEDURE

Definition:

A "grievance" shall mean a complaint by an employee of the Public School System or the Hillsdale Association of School Administrators 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.

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 or Hillsdale Association of School Administrators within thirty (30) calendar days of its occurrence, assuming the employee or Hillsdale Association of School Administrators could reasonably be expected to do so.

ARTICLE II (continued)

Procedure:

Level I - **Superintendent of Schools (Informal)**

Any member of the Association who has a grievance shall discuss it first with the Superintendent of Schools in an attempt to resolve the matter informally at that level.

Level II - **Superintendent of Schools**

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 specifying:

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

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

ARTICLE II (Continued)

Procedure: (Continued)

Level III - **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 IV - **Arbitrator**

If the employee is dissatisfied with the decision of the Board of Education, the employee or the Hillsdale Association of School Administrators 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, to the Board of Education was made known.

ARTICLE II (Continued)

Procedure: (Continued)

Level IV (Continued)

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 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.

ARTICLE II (Continued)

Procedure: (Continued)

Level IV (Continued)

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 Association of School Administrators. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE III – SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

Members of the Hillsdale Association of School Administrators 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, NJ Statutes Annotated, excepting that twelve-month employees shall be entitled to twelve (12) cumulative sick days per year.
- B. Five (5) days for personal, religious, legal, business, paternity, household, or family matters which require absence during school hours.

Application to the Superintendent of Schools for the personal leave shall be made at least three (3) 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. Professional Days - - The number of days as required with prior approval of the Superintendent.
- D. Death in the Immediate Family - - Up to five (5) 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.

ARTICLE III (Continued)

- E. Death Outside the Immediate Family - - 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.
- F. Death of a Staff Member or Student - - The members designated by the Superintendent shall be granted time off to attend the funeral.
- G. Illness or Emergency in the Immediate Family - - (As defined in D. of this Article.) All 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.
- H. 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.
- I. 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 IV - - INSURANCE AND OTHER BENEFITS

- A. Generally: - - The Administrators shall be entitled to receive whatever fringe benefits are given to the teaching staff of the Hillsdale School District.
- B. Health Plan - - The Board will pay the full premium for individuals and eligible dependents for all health insurance presently included in the New Jersey School Employee Health Plan.
- C. Dental Insurance - - 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 acceptable. An “eligible employee” under this Paragraph B of this Article IV shall be an employee who is eligible to receive the Health Plan benefits of Paragraph A of this Article IV. The plan provided will have a \$2000 calendar year maximum.
- D. Vision Care Compensation - - The Board shall reimburse the Principals and Supervisors a sum not to exceed \$900 for an optical examination and/or eyeglasses during the three years of this agreement. All reimbursements will be supported by documented receipts of payments.
- E. All members are to be granted the established holidays in the school calendar which are granted to teachers except as directed by the Superintendent.

ARTICLE IV (Continued)

F. Vacations for member 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 July 1 and August 31 as requested by the employee and approved by the Superintendent. All members shall be available one week prior to the opening of school in September. Unused vacation days may be carried into the following year subject to the approval of the Superintendent.

G. Membership Fees - - The Board shall pay the membership dues for each administrator for the following organizations:

- Bergen County Elementary & Middle School Administrators Association
- New Jersey Principals and Supervisors Association
- National Association of Elementary School Principals

The Supervisor of Special Services and the Supervisor of Instruction/Technology may join alternate professional associations and will be reimbursed up to the maximum cost of membership for those organizations listed above.

ARTICLE IV (Continued)

- H. Meal Allowance - Administrators with the approval of the Superintendent will be reimbursed for meals when required to stay for evening meetings pursuant to the rules and regulations of the School Funding Reform Act of 2008, N.J.S.A. 18A:7F-43 et. seq.

- I. Disability Insurance - Administrators may elect to have funds deducted from their salary for participation in a Group Disability Plan, which is acceptable to both the Association and the Board of Education. Deduction forms shall be filed with the Hillsdale School Business Administrator at the start of each school year. The BOARD assumes no responsibility as to ADMINISTRATOR participation in the plan; it shall make the elected payroll deduction and payment to the plan selected.

ARTICLE V - 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 (three credit) course annually.
- E. The Board of Education will permit Principals' to rotate equally their attendance at a National Convention on an equal basis. A schedule of such rotation will be made up by the Superintendent.

Convention expenses for Building Principals which include travel, hotel, registration and meals are not to exceed \$2500.00. Any expenses above the stated amount are the responsibility of the designated Administrator.

Reimbursements for expenses at conventions are limited to the Administrator only. All reimbursements for expenses must be submitted with a receipt.

ARTICLE VI - - SABBATICAL LEAVE

- A. A "SABBATICAL LEAVE POLICY" is applicable to members of the Hillsdale Association of School Administrators which is in concert with other professional staff members in the school district.

ARTICLE VII - - ASSIGNMENT OF ADMINISTRATORS

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

ARTICLE VIII - - 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:

ARTICLE VIII (Continued)

- (1) The employee must have at least thirteen (13) years of service (2008-09 and 2009-10) and twelve years (12) of service (2010-11) 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 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. 80A: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.

ARTICLE VIII (Continued)

- (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 the twelve (12) month period.

ARTICLE VIII (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 as outlined in section F of this Article VIII.

A written notice of intention to retire complying with the provisions of this Paragraph F may be filed with the Hillsdale Board of Education in lieu of the written application specified in Section (4) of Paragraph D of this Article VII, 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 D; 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 D or the written notice of intention to retire specified in the Paragraph E is filed with the Board prior to the expiration of the twelve (12) month period specified in Section (4) of Paragraph D.

ARTICLE VIII (Continued)

C. Payment for unused accumulated sick leave under this Article VIII shall be at the rate of \$80.00 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 \$16,000. 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 22 hours per week) shall not be eligible for payment. No payment shall include interest of any kind.

- (a) When the employee is living at the time of payment of this benefit, payment shall be made directly to the employee.
- (b) 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 IX - - SALARIES

- (1) Salaries for all full-time administrators shall be as set forth in the Salary Guide Schedule for the 2008-09, 2009-10, and 2010-11 school years in Schedule "A", attached.
- (2) Increases are not automatically granted. A satisfactory rating upon evaluation by the Superintendent each year is essential for an increase to be granted. Withholding of an increment will be done in accordance with Title 18:29-14.
- (3) Administrators hired before January 1 will be entitled to move to the next step on guide in accordance with item two (2) above. Administrators hired after January 1 will repeat the step on guide.
- (4) The Board of Education agrees to compensate Administrators who have completed the following years of service in the Hillsdale School System at the indicated annual stipend:

	<u>2008-2011</u>
10 years	\$1400
15 years	1900
20 years	2400
24 years or more	2900

Such service shall be completed prior to July 1 for twelve-month employees. No credit shall be given for those years in which there were unpaid leave of absences.

ARTICLE X - - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008, and shall continue in the effect for a period of three (3) years ending June 30, 2011, provided, however, that if a successor Agreement is not entered into between parties hereto or on before July 1, 2011, the present Agreement shall remain operative and binding upon the parties until such successor Agreement becomes effective.

In witness whereof the parties hereto have caused this Agreement to be signed on the day and year first written.

HILLSDALE ASSOCIATION OF SCHOOL ADMINISTRATORS

By:

Noreen Hajinlian, President

DATE:_____

By:

Angela Iskenderian, Secretary

DATE:_____

HILLSDALE BOARD OF EDUCATION

By:

James D. Hayden, Jr., President

DATE:_____

By:

Lirca R. Garcia, Secretary

DATE:_____

**HILLSDALE PUBLIC SCHOOLS
HILLSDALE, NEW JERSEY**

ADMINISTRATORS' SALARY GUIDE -- SCHEDULE "A"

Principals

<u>Step</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
1	\$115,300	\$119,000	\$122,400
2	\$118,600	\$122,300	\$125,700
3	\$121,900	\$125,600	\$129,000
4	\$125,200	\$128,900	\$132,300
5	\$128,500	\$132,000	\$135,300
6	\$132,000	\$135,500	\$138,800
7	\$135,500	\$140,000	\$142,000
8	\$140,000	\$145,500	\$146,200
9	-	-	\$151,500

"Middle School Principal will receive \$5500 (2008-2009); \$6000 (2009-2010); \$6500 (2010-2011) more than the appropriate step on the Salary Guide."

"A Supervisor of Special Services position will receive \$6000 less than the appropriate step on the Salary Guide."

Assistant Principal Salary Guide

<u>Step</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
1	\$ 95,480	\$ 98,000	\$100,000
2	\$ 97,850	\$100,000	\$102,500
3	\$100,165	\$102,500	\$105,000
4	\$102,525	\$105,000	\$107,500
5	\$104,850	\$107,500	\$110,000
6	\$107,425	\$110,000	\$112,500
7	\$110,000	\$112,500	\$115,000
8	\$113,500	\$115,000	\$117,500
9	-	-	\$120,000

Supervisor of Instruction/Technology

<u>Step</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
1	\$74,500	\$77,000	\$80,000
2	\$77,000	\$79,500	\$82,500
3	\$79,800	\$82,300	\$85,300
4	\$82,600	\$85,100	\$88,000
5	\$85,600	\$88,100	\$91,000
6	\$88,800	\$91,300	\$94,200
7	\$92,000	\$94,500	\$97,500
8	\$95,000	\$97,500	\$100,000
9	-	-	\$103,000