

AGREEMENT
BETWEEN
THE HILLSBOROUGH EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION
OF THE
TOWNSHIP OF HILLSBOROUGH
Effective
July 1, 2016
through
June 30, 2019



THIS AGREEMENT ENTERED INTO THIS __ day of _____, 2017 BY
AND BETWEEN THE HILLSBOROUGH EDUCATION ASSOCIATION, hereinafter
called the "Association", AND THE BOARD OF EDUCATION OF THE
TOWNSHIP OF HILLSBOROUGH, Somerset County, New Jersey, hereinafter
called the "Board", to be effective July 1, 2016 and to continue
in effect until June 30, 2019.

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SECTION ONE

General

Applies to All Recognized Employees

ARTICLE 1
RECOGNITION

- 1.1. Pursuant to Chapter 303, Laws of 1968, State of New Jersey Employer-Employee Relations Act, the Hillsborough Board of Education recognizes the Hillsborough Education Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all personnel whether under contract or on leave employed by the Board as included herein:
- a. Teachers
 - b. Nurses
 - c. Librarians
 - d. Social Workers
 - e. School Psychologists employed after June 30, 1991
 - f. Home Instruction Teachers
 - g. Learning Disability Specialists
 - h. Occupational Therapists (HEA Members or Salary only)
 - i. Physical Therapists
 - j. Special Education Teachers
 - k. Ten and Twelve Month Office Personnel
 - l. Athletic Trainers
 - m. Instructional Assistants
 - n. Coaches
 - o. Accounting Clerks
 - p. Custodians (HEA Members or Salary only)
 - q. Maintenance Personnel
 - r. Pupil Transportation Drivers
 - s. Mechanics
 - t. Guidance Counselors
 - u. Student Assistance Counselors
 - v. Payroll Bookkeeper
 - w. Head Bookkeeper
 - x. Clerical Assistants
 - y. Lunch Aides
 - z. Speech Language Specialists
 - aa. High School Parking Lot Attendants
 - bb. District Behaviorists
 - cc. Transportation Aides
 - dd. Long-Term Substitutes

but excluding

- a. Superintendent
- b. Board Secretary-Business Administrator
- c. Assistant Superintendent
- d. Principals
- e. Vice-Principals
- f. Directors
- g. School Psychologists employed on or before June 30, 1991
- h. Board Office Supervisory Personnel
- i. Secretaries to Superintendent
- j. Secretary to Board Secretary-Business Administrator
- k. Coordinators
- l. Secretary to Assistant Superintendent
- m. Personnel Assistant
- n. Clerk/Secretary to Personnel Assistant
- o. District Data Manager
- p. All other positions not listed as included

- 1.2. Unless otherwise indicated, reference to employees shall be deemed to include both male and female except where a context clearly limits the intent to one sex, and the words used in the singular shall include words in the plural as the text so requires. (Example: the provision for leaves of absence on account of pregnancy).
- 1.3. Definition of Full-Time Personnel (Custodial, Maintenance, and Transportation)
 - 1.3.1. Unless otherwise indicated, the term "full-time personnel", who are represented by the Association in the negotiating unit as defined above, when used in this Agreement, shall refer to such persons steadily employed by the Board and who work not less than forty (40) hours per calendar week in the case of custodial and maintenance personnel, and in the case of pupil transportation drivers, those steadily employed on regularly scheduled routes, who work not less than forty (40) hours per calendar week.
- 1.4. Limited Benefits to Part-Time Transportation Personnel
 - 1.4.1. Pupil transportation drivers, steadily employed by the Board on regular routes, who work less than forty (40) hours per calendar week shall be included in the

negotiating unit for all purposes and shall receive prorated leaves of absence benefits and sick leave benefits (based on 40-hour calendar week, under Articles 32 and 33 and insurance benefits subject to the conditions of Article 31).

ARTICLE 2 AGENCY FEE

- 2.1. Upon receipt of written authorization from the Association, the Board shall deduct a representation fee from the wages of each employee who is not a member of the Association and shall remit the moneys collected to the Association once each month, not later than the 15th of the month.
- 2.2. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.
- 2.3. Effective July 1, 1984, any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Association by automatic payroll deduction.
- 2.4. The representation fee shall be in the amount permitted by law as certified to the Board by the Association. The Association will certify to the Board prior to the start of each membership year that the amount of the representation fee to be assessed does not exceed eighty-five percent (85%) of dues, fees, and assessments and does not include any amount of dues, fees, and assessments that are expended (1) for partisan, political, or ideological activities or causes that are only incidentally related to terms and conditions of employment or (2) applied toward

the cost of benefits available only to members of the Association.

The Association may revise its certification of the amount of the representation fee prior to the start of each membership year to reflect changes in the Association membership dues, fees and assessments.

- 2.5. For the purposes of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.
- 2.6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:15A-5.4(2)(c) and (3) (L1979,c.477), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions. The Association shall provide evidence of the existence of this system to the Board and to all non-Association members before any deductions are made.
- 2.7. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- 2.8. The Association agrees that any moneys collected under provisions for Agency Fee shall be held in a special account by the Board of Education until such time as legal questions currently under consideration are decided.

ARTICLE 3 VANDALISM REIMBURSEMENT FUND

- 3.1. The Board shall establish each year a fund of five hundred dollars (\$500.00) to be used to reimburse employees as authorized by the Superintendent for damage caused by vandalism committed on their cars while in school district parking facilities. At the end of each year, unused moneys (if there are any)

will be continued in the fund, but only until the fund reaches a maximum of one thousand dollars (\$1,000.00).

ARTICLE 4 NEGOTIATION PROCEDURE

- 4.1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall be scheduled in accordance with the timetable established by the Public Employment Relations Commission during the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all recognized personnel under Article 1, Paragraph 1 and shall be reduced to writing, approved and signed by the Board and the Association.
- 4.2. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available to the Association for inspection all records, data, and information of the Hillsborough Township School District that are in the public domain.
- 4.3. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. The full Board retains the right to ratify or reject any agreements reached during negotiations.
- 4.4. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined as Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.
- 4.5. This Agreement shall not be modified in whole or in part unless both parties negotiate a mutually acceptable amendment to this Agreement. Said

amendment shall be reduced to writing, be approved and be signed by the Board and the Association.

**ARTICLE 5
MANAGEMENT RIGHTS**

- 5.1. Subject to the express provisions of the Agreement and in compliance with law, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education of the State of New Jersey, including, but not limited to, the following:
- 5.1.1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their employment;
- 5.1.2. To hire, direct, promote, transfer, assign, and retain employees in positions within the school district, and to determine their qualifications and the conditions for their dismissal or demotion, and to relieve employees from duties because of lack of work or for other legitimate reasons pursuant to rules and regulations of the Board;
- 5.1.3. To maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted;
- 5.1.4. To determine work schedules, the hours of work, and the duties, responsibilities and assignments of employees with respect thereto;
- 5.1.5. To take what actions as may be necessary to carry out the functions of the school district in emergency situations.
- 5.2. The Association agrees that it will not engage in any slow down, job action, or other retaliatory practice, including withholding labor and services during the duration of this Agreement.

ARTICLE 6
MISCELLANEOUS

- 6.1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association as may be required by N.J.S.A. 34:13A-5.3.
- 6.1.1. The Board agrees that its employees shall have the right to freely organize, join, and support the Association and its affiliates and that it shall not discriminate against any employee on the basis of his involvement with the Association and its affiliates.
- 6.2. Association Business and Meetings
- 6.2.1. The Board shall grant full time leave to the Association President for the term of this Agreement only. The terms of the Association President's release time, including reimbursing the Board for the President's salary and benefits, shall be in accordance with the terms of the parties' Sidebar Agreement, dated May 24, 2007. Article 6.2.1 shall be automatically eliminated in its entirety if the Association has not successfully negotiated a continuation of the provision in the successor agreement. Failure to reach an agreement in the successor agreement shall not result in a continuation of the benefits set forth in Article 6.2.1; instead, this Article shall remain as the status quo until a successor agreement has been reached, and thereafter shall only be continued if the Association has successfully negotiated its continuation.
- 6.2.2. In the event that Article 6.2.1 is not renewed or otherwise modified, the Association President's release time shall be as follows: The Association President shall be excused from one duty period per day at the middle and high school levels or from forty

(40) non-instructional/non-assigned consecutive minutes per day at the elementary school/support staff levels for purposes of conducting Association business.

- 6.2.2.1. The Board shall ensure that the daily schedule of the Association First Vice-President will have his/her contractual duty period at the end of the day, and that he or she will be released from said duty period on a daily basis for Association business.
- 6.2.3. Representatives of the Association, the New Jersey Education Association, and the National 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 disrupt normal school operations or interfere with the assigned duties of school personnel. The Association and its representatives shall have the privilege to use school buildings for meetings upon prior notice and approval consistent with the present Board policies as to the use of the schools. The Association shall have the right to use the inter-school mail facilities and school mail boxes in accord with reasonable regulations to be adopted by the Superintendent of Schools.
- 6.3. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, gender, domicile, marital status, age, or sexual orientation.

SECTION TWO

Applies to Teachers, Nurses, Librarians, Social Workers, Home Instruction Teachers, Learning Disability Specialists, Special Education Teachers, School Psychologists employed after June 30, 1991, Occupational Therapists, Physical Therapists, Coaches, Ten and Twelve Month Office Personnel, Athletic Trainers, Lunch Aides, Instructional Assistants, Accounting Clerks, Guidance Counselors, Student Assistance Counselors, Clerical Assistants, Payroll Bookkeeper, Head Bookkeeper, Speech Language Therapists, High School Parking Lot Attendants, District Behaviorists, and Transportation Aides.

ARTICLE 7
GRIEVANCE PROCEDURE

- 7.1. Definition:
- 7.1.1. A "grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication, or a violation of Board Policy, this Agreement, or an administrative decision resulting in personal loss or injury or otherwise adversely affecting his terms and conditions of employment.
- 7.1.2. An "aggrieved person" is the person or persons making the claim.
- 7.2. General Conditions
- 7.2.1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 7.2.2. A grievance, to be considered under this procedure, must be initiated by the employee within twenty (20) calendar days of the time the employee knew or should reasonably have known of its occurrence.
- 7.2.3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the grievant of the decision rendered at that step.
- 7.2.4. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 7.2.5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement of the parties hereto in writing.

- 7.2.6. School days when used in this Article refer to days when school is in session, and during the summer, to days when the Central Office is open for the transaction of business, whether or not students or employees are in scheduled attendance.
- 7.3. Right of Employees to Representation
- 7.3.1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association.
- 7.3.2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at Level Two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the employee held concerning the grievance, and shall receive a copy of all decisions rendered.
- 7.4. Procedure
- 7.4.1. Level One - Any employee who has a grievance shall discuss it first with his Principal, or immediate superior, in an attempt to resolve the matter informally at that level.
- 7.4.2. Level Two - If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he may set forth his grievance in writing to his Principal on the grievance forms provided. The Principal shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.
- 7.4.3. Level Three - The employee, no later than five (5) school days after receipt of the Principal's decision, 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 dissatisfaction with decisions previously rendered. 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 and the Principal.

7.4.4. Level Four - If the grievance is not resolved to the employee's satisfaction, he, no later than ten (10) school days after receipt of the Superintendent's decision, 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 within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

7.4.5. Level Five - No claim by an employee shall constitute a grievance matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law; or (b) any rule or regulation of the State Commissioner of Education; or (c) any existing by-laws of the Board of Education; or (d) any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone; or (e) any complaint of a non-tenure employee which arises by reason of his not being reemployed. However, a non-tenure employee shall have the right to a hearing before the Board of Education, wherein a decision shall be rendered to the non-tenure employee forthwith (due process shall be adhered to by the parties); or (f) a complaint by any certified personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required. However, in all situations, due process shall be guaranteed.

If the employee is dissatisfied with the decision of the Board of Education and only if the grievance pertains to an alleged violation of this Agreement between the Board and the Association, the employee may request the appointment of an arbitrator, such request to be made in writing to the Superintendent no later than two (2) calendar weeks after receipt of the decision of the Board of Education. An employee, in order to process his grievance beyond Level Four,

must have his request for such action accompanied by the written recommendation for such action by the Association. Such request can be honored only if the grievant or grievants and the Association representing them waive the right, if any, in writing of said grievant or grievants and the Association representing them to submit the underlying dispute to any other administration or judicial tribunal, except for the purpose of enforcing the arbitrator's report.

- 7.5. Procedure for Securing the Services of an Arbitrator.
 - 7.5.1. The following procedure will be used to secure the services of an arbitrator:
 - 7.5.2. A request will be made to the Public Employment Relations Commission ("PERC") to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - 7.5.3. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names. If the parties are unable to determine within ten (10) school days (within ten (10) calendar days for those employees included in Section Three of this Agreement) of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.
 - 7.5.4. 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 findings of the arbitrator shall be binding to the parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.
- 7.6. Miscellaneous
 - 7.6.1. Forms pertaining to the filing of grievances shall be prepared jointly by the Association and Superintendent, and shall require the employee to specify the exact nature of the alleged misinterpretation, misapplication, or violation of

the Board policy, this Agreement, or administrative decision adversely affecting his terms and conditions of employment. Forms shall require the employee to identify the specific provisions of this Agreement or principal areas that allegedly were violated and how they were violated. Further, the forms shall require the employee to specify the exact remedy sought. See Section Four, Schedule A.

- 7.7. Costs
- 7.7.1. Each party shall bear the total cost incurred by itself.
- 7.7.2. The fees and expenses of the arbitrator shall be paid by the losing party.
- 7.8. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 7.9. No employee shall be disciplined without just cause.

**ARTICLE 8
SCHOOL CALENDAR**

Parties agree to:

- 8.1. Representatives of the Association are to meet with the Superintendent at a time prior to formal acceptance of the school calendar for the subsequent school year(s). At that time the Superintendent will consult with the representatives of the Association on the specifics of the school calendar.
- 8.2. The teacher in school work year will be one hundred eighty-five (185) days long. New teachers will be required to attend additional orientation days as provided for by the Board, as existed in prior practice.
- 8.2.1. The school year for school nurses will be extended five (5) days to one hundred ninety (190) days. The additional five (5) days will be scheduled in conjunction with the building principal and/or Assistant Superintendent between the end of each school year and the start of each new school year.

The additional five (5) days shall be paid pro rata in accordance with District practice.

- 8.3. The Board reserves the right to make modifications in the school calendar, after consultation with the Association. The Board further reserves the right to terminate school in the event of an emergency without prior consultation with the Association.

**ARTICLE 9
TEACHING HOURS AND TEACHING LOAD**

- 9.1. Teachers will be required to report to work fifteen (15) minutes before the start of the scheduled school day in the morning. The teacher working day will end ten (10) minutes after the scheduled departure of the last bus in the afternoon. The teacher will continue to perform in a professional manner as currently practiced.

In case of an emergency delay or unusual circumstance in the arrival of one or more buses, the Principal may require the number of teachers he deems necessary to remain with the pupils to provide the necessary supervision until the buses arrive.

- 9.1.1. Teachers may be required to work a flexible schedule. The flexible schedule is subject to annual review and approval by the Administration. In those cases, the teachers' in-school workday shall be the same number of hours as the teachers' regular work day.
- 9.1.2. The Athletic Trainer's work day and work week shall be consistent with current practice.
- 9.2. Classroom teachers will receive at least five (5) conference/preparation periods per week except in cases of emergency.
- 9.3. Elementary teachers will receive approximately the same gross preparation time per week as afforded them in past practice.
- 9.4. Meetings
- 9.4.1. PLCs will take place during two (2) meetings per month. A PLC shall be defined as an ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve

better results for the students they serve. PLCs operate under the assumption that the key to improved learning for students is continuous job-embedded learning for educators. A PLC is composed of collaborative teams whose members work interdependently to create and achieve common goals. PLC time shall be used in the manner stated above and not for curriculum writing.

In addition, one (1) faculty/departmental meeting per month shall be scheduled, with at least forty-eight (48) hours' notice, unless there is an emergency.

9.4.2. Beginning in the 2014-2015 school year, meetings and PLCs scheduled pursuant to Articles 9.4.1 shall occur as follows: Hillsborough High School employees shall meet on Mondays; Hillsborough Middle School employees shall meet on Tuesdays; Auten Road Intermediate School employees shall meet on Wednesdays; Elementary School employees shall meet on Thursdays.

9.4.3. The Administration will make every effort to begin meetings no later than twenty (20) minutes after dismissal of the students, provided, however, that nothing contained herein shall prohibit the Administration from scheduling meetings before the day begins, consistent with past practice.

9.5. Teachers are required to attend Back to School Night event(s) on a date(s) designated by the Superintendent's office. Any teacher who is required to attend more than one (1) Back to School Night event shall be compensated with an early release day.

A staff member who is unable to attend a Back to School night event for any reason shall be required, within two (2) weeks of the missed event, to schedule and complete a two (2) hour "make-up" session, to which the parents of all students in the teacher's class(es) shall be invited. The teacher shall be required to remain present at the location of the session for the entire two (2) hour duration irrespective of parental attendance.

9.6. In the event of an emergency during the teaching day or at the close of the teaching day during which students are ordered out of the building (e.g. bomb threat, fire, fire drill), the teachers shall remain

to assist in the control of the students as long as the students remain on the school premises.

- 9.7. Elementary teachers shall receive, on a daily basis, a duty-free lunch period of at least forty (40) minutes, unless the lunch period allotted to pupils is less than forty (40) minutes, due to such items as half-day session, delayed opening, or early dismissal, in which case the teachers shall receive the same amount of time as the pupils.
- 9.8. Sixth Instructional Period
 - 9.8.1. The Board may assign a sixth instructional period to high school teachers who volunteer for a sixth period teaching assignment.
 - 9.8.2. Compensation for the sixth instructional period shall be paid to the high school teachers on a per diem basis in the amount of twenty percent (20%) of the teachers' respective daily base salaries, inclusive of longevity payments, for those teachers teaching a full sixth instructional period, i.e., thirty-six (36) classes per six (6) day cycle.
 - 9.8.3. High School teachers who teach less than thirty-six (36) classes per six (6) day cycle, but more than thirty (30) classes per six (6) day cycle, shall be compensated on a per diem basis in accordance with the following schedule:

<u>Periods</u>	<u>Rate</u>
31 periods/6 day cycle.....	3.33%
32 periods/6 day cycle.....	6.66%
33 periods/6 day cycle.....	10.00%
34 periods/6 day cycle.....	13.33%
35 periods/6 day cycle.....	16.66%

- 9.8.4. Any District speech therapist who absorbs the caseload of a vacant position would be compensated at the above sixth period rate set forth in Article 9.8.2.
- 9.8.5. Any Speech Language Therapist voluntarily performing requested speech therapy services outside of their negotiated teaching hours and teaching load shall be compensated for said services at an hourly rate equivalent to 1/185th of the Speech Language

Therapist's annual salary divided by the hours of the regular school day.

- 9.8.6. The parties understand and agree that any high school teacher who ceases to teach six (6) periods per day as part of his or her regular teaching load in any year will cease to receive the benefits described herein and shall receive the compensation level that would apply if said teacher had not been carrying a six-period teaching load in that year.
- 9.8.7. The parties understand and agree that neither the receipt of the benefits described herein, nor the fact that a high school teacher is teaching or has taught a sixth period per day will have any effect on that teacher's step level assignment, entitlement to seniority, entitlement to tenure, or entitlement to assignment or any other right or benefit that may be available to employees of the Board.
- 9.8.8. High school teachers who agree to mentor an Independent Study Enrichment Course shall be compensated according to the home instruction rate set forth in the "Additional Items" section of this Agreement for those hours approved by the principal.
- 9.9. Seventh Instructional Period
 - 9.9.1. The Board may assign a seventh instructional period to middle school teachers who volunteer for a seventh period teaching assignment.
 - 9.9.2. Compensation for the seventh instructional period shall be paid to the middle school teachers on a per diem basis in the amount of one sixth (1/6) of the teachers' respective daily base salaries, inclusive of longevity payments.
 - 9.9.3. The parties understand and agree that any middle school teacher who ceases to teach seven (7) periods per day as part of his or her regular teaching load in any year will cease to receive the benefits described herein and shall receive the compensation level that would apply if said teacher had not been carrying a seven-period teaching load in that year.
 - 9.9.4. The parties understand and agree that neither the receipt of the compensation described herein, nor the fact that a middle school teacher is teaching or has

taught a seventh period per day will have any effect on that teacher's step level assignment, entitlement to seniority, entitlement to tenure, or entitlement to assignment or any other right or benefit that may be available to employees of the Board.

**ARTICLE 10
TEACHER ASSIGNMENT**

- 10.1. All teachers shall be given a tentative, written notice of their salary schedules specifically noting the year, step on guide and level of longevity, K-12 subject and building assignment, and K-6 assignments for the forthcoming year by June 15, but in no case later than two (2) days prior to the close of school.
- 10.2. The Superintendent shall notify all newly appointed personnel of their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency not later than June 30. This does not apply to teachers who are unassigned.
- 10.3. In the event that changes in such schedules, subject assignments, and/or building assignments are proposed after the deadline date as specified in Articles 10.1 and 10.2 above, any teacher affected shall be notified in writing and upon request of the teacher the changes shall be reviewed between the Superintendent or his designee and the teacher affected.
- 10.4. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel in accordance with the provisions of Article 20.9.

**ARTICLE 11
TRANSFERS AND REASSIGNMENTS**

- 11.1. Voluntary Transfers and Reassignments
- 11.1.1. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent not later than February 1.

Such statements shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference if there is a vacancy foreseen as of that date.

- 11.2. Involuntary Transfers and Reassignments
- 11.2.1. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than May 20.

**ARTICLE 12
PROMOTIONS**

- 12.1. Notice of all open positions (except those of classroom teachers) in the Hillsborough Schools shall be sent electronically via e-mail to all schools and employees and to the Hillsborough Education Association President. The notice shall set forth qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) calendar days after the date of the notice. No permanent appointment to the position shall be made until twenty (20) calendar days after the notice has been issued.
- 12.2. Employees who desire to apply for a promotional position which may be filled during the summer months, when school is not in session, shall submit their names to the Superintendent, together with the positions for which they wish to apply, and an address where they can be reached during the summer. The Superintendent shall notify such employees of any vacancy in a position for which they wish to apply. Employees interested in applying for the positions shall do so within fifteen (15) calendar days of the date of such notification. No appointment shall be made until twenty (20) calendar days after the date of such notification.

ARTICLE 13
TEACHER EVALUATION

- 13.1. A non-tenured teacher shall be given a copy of any class observation report or annual evaluation report prepared by his evaluators in accordance with the applicable provisions of Title 6A. No written notice shall be submitted to the Central Office, placed in the teacher's file or otherwise acted upon without an opportunity for prior conference being afforded to the teacher. After this conference, the teacher shall be permitted five (5) school days in which to make written comments on the observation report or evaluation report before signing the form. No teacher shall be required to sign a blank or incomplete evaluation form. If the teacher refuses to sign material to be filed, the teacher shall notify the Association President of such action, and said material shall be filed, signature notwithstanding.
- 13.2. A teacher shall have the right, upon request, to review the contents of his personnel file, with the exception of references and recommendations that were made by previous employers. A teacher shall be entitled to have one of his colleagues accompany him during such review.
- 13.3. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his personnel file unless the teacher has had the opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material within thirty (30) calendar days and his answer shall be received by the Superintendent or his designee and attached to the file.
- 13.4. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be related to the teacher and he shall be given an opportunity to respond to and/or rebut such a complaint.

- 13.5. Supervisory reports on teacher performance shall include, but not be limited to:
 - 13.5.1. Strengths of the teacher as evidenced during the time observed.
 - 13.5.2. Improvements noticed since the previous report.
 - 13.5.3. Weaknesses of the teacher or of the procedures used during the time observed.
 - 13.5.4. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
- 13.6. Such supervisory reports should be provided for non-tenured teachers at least three (3) times a year; the first no later than December 15, and the last not later than April 1. In addition, an annual evaluation report will be completed on every non-tenured teacher no later than April 30th.
- 13.7. Nothing contained herein shall be interpreted as to conflict with the requirements of the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ), P.L. 2012, c.26.

ARTICLE 14
SICK LEAVE

- 14.1. All ten-month employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year. Twelve-month employees shall be entitled to fourteen (14) sick leave days. Unused sick days shall be accumulated from year to year with no maximum limit, for only those employees who are included in Section Two of this Agreement.
- 14.2. "Sick Leave" herein shall be defined by N.J.S.A. 18A:30-1.
- 14.3. In the case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board, as provided for in N.J.S.A. 18A:30-4.
- 14.4. Ten (10) month employees who begin employment after September 1, and twelve (12) month employees who begin

employment after July 1, will have their sick leave prorated.

- 14.5. Arrangements of additional sick leave in cases of emergency may be made at the discretion of the Board.
- 14.6. Sick Leave Bank
 - 14.6.1. Purpose. The purpose of this Sick Leave Bank ("Bank") is to allow employees who are suffering from a catastrophic illness or injury and have exhausted all paid sick leave available to them (e.g., personal days, sick days, EFI days) the opportunity to potentially use additional sick leave through withdrawal of sick days that employees donated to the Bank.
 - 14.6.2. Administration. The Bank will be operated by six (6) Trustees; the Board and the Association shall each appoint three (3) Trustees, who shall be responsible for:
 - 14.6.2.1. Reviewing and approving employee applications for the withdrawal of days from the Bank, and submitting said applications to the Board for final approval.
 - 14.6.2.2. Keeping a current accounting of the Bank's operation, including the members who have joined, the sick days utilized, and the sick days deposited in the Bank. The Trustees and the Board shall ensure that a joint accounting is completed in June of each year.
 - 14.6.3. Participation. Participation in the Bank is voluntary and subject to the following conditions:
 - 14.6.3.1. Enrollment period. The Bank shall have an annual enrollment period that runs from September 1 through September 30 of each school year. New Association members must apply within thirty (30) days of initial employment.
 - 14.6.3.2. Enrollment and donation of sick days. Association members seeking to enroll in the Bank must initially donate two (2) of their personal sick days to the Bank during the enrollment period.
 - 14.6.3.3. Rollover of Bank days. At the end of each school year (June 30), any unused sick days remaining in the Bank will be carried over to the next year.

- 14.6.3.4. Special enrollment period. When the Bank balance of sick days decreases to two hundred-forty (240) days or less, a special enrollment period will open up for all Association members who are not already Bank members, who may enroll in accordance with the provisions of Article 14.6.3.2 above. In such an event, the Trustees shall send written notice to all Association members within fifteen (15) school days after the Trustees are made aware that the Bank balance of sick days has decreased to two hundred-forty (240) days or less. This special enrollment period shall last for thirty (30) days from the provision of such notice.
- 14.6.3.5. Additional donations may be occasionally required. Continued participation in the Bank may require the contribution of additional personal sick days when the Bank balance of sick days decreases to one hundred-twenty (120) days or less. In such an event, the Trustees shall send written notice to all Bank members that they shall be required to contribute one (1) personal sick day to the Bank no later than fifteen (15) school days after the Trustees are made aware that the Bank balance of sick days has decreased to one hundred-twenty (120) days or less. Unless a Bank member notifies the Trustees in writing within five (5) school days of his/her receipt of the notice above that he/she no longer wishes to participate in the Bank, one (1) personal sick day shall automatically be withdrawn from the Bank member's accumulated sick days and shall be donated to the Bank. An employee who does not have any sick days to donate, or who refuses to contribute the required sick day, shall be involuntarily withdrawn from the Bank in accordance with Article 14.6.3.7 below.
- 14.6.3.6. Withdrawal from participation in the Bank. Bank members may withdraw from the Bank at any time after donation. Voluntary withdrawal must be made through written notice to the Trustees. When a member withdraws, whether voluntarily or involuntarily, he/she is not entitled to withdraw any personal sick days that he/she previously donated to the Bank.
- 14.6.3.7. Withdrawal after maximum usage of sick days from the Bank. Once a Bank member has withdrawn ninety (90) sick days from the Bank, he/she shall be involuntarily withdrawn from participation in the Bank. In such

circumstances, that employee may reenroll at the next enrollment period.

- 14.6.4. Eligibility. In order to be eligible to apply to withdraw days from the Bank, employees must be members of the Bank, and must satisfy the following additional criteria:
 - 14.6.4.1. Exhaustion of available leave before withdrawing from the Bank. A member of the Bank is not eligible to withdraw sick days from the Bank unless, as of the time he/she wishes to start using sick days from the Bank, he/she will have exhausted all available personal sick days and personal days.
 - 14.6.4.2. Catastrophic illness or injury. Members of the Bank are only eligible to withdraw sick days from the Bank when they suffer from a catastrophic illness or injury substantiated by a medical certification. "Catastrophic illness or injury" is defined as a serious illness or injury of a catastrophic nature that is either an unexpected illness or injury causing disability, or an illness or injury that requires non-elective surgery; such illnesses or injuries include, but are not limited to, cancer, heart problems, stroke, kidney disease, paralysis, AIDS, major surgery, complications due to pregnancy, or emotional disturbance that requires institutionalization.
- 14.6.5. Applications and approval. Withdrawals from the Bank shall be subject to the application process and approvals set forth herein.
 - 14.6.5.1. Application. A Bank member wishing to withdraw sick days from the Bank shall make an application to the Trustees by filling out an official application form. The application form shall be accompanied by a medical certification attesting to the catastrophic illness or injury.
 - 14.6.5.2. Review and approval by the Trustees. If, in the judgment of the Trustees, the applicant meets the eligibility requirements, the Trustees shall sign the form indicating their approval and submit it to the Board for final approval, with a copy sent to the applicant. If the Trustees reject the application, they shall sign the form indicating their disapproval and provide a copy to the applicant.

- 14.6.5.3. Review and approval by the Board. If the Board agrees with the Trustees, it shall sign the form indicating its approval, provide a copy of the same to the Trustees and the applicant, and shall arrange payment to the employee. If the Board rejects the application, it shall sign the form indicating its disapproval and send a copy to the Trustees and the applicant.
- 14.6.5.4. Board decisions are final. The parties acknowledge that the Board's decisions with regard to any applications for the withdrawal of sick days from the Bank are made on a case-by-case basis, and shall be final and binding, meaning that they shall not be reviewable by a court or agency of competent jurisdiction or subject to the grievance procedure of the Agreement.
- 14.6.6. Limitations on Bank withdrawals and usage. All Bank members shall be subject to the following limitations.
- 14.6.6.1. Maximum days that may be withdrawn. A Bank member shall be entitled to withdraw up to a maximum of sixty (60) sick days in any one (1) school year (for 10-month employees) or work year (for 12-month employees), and up to a maximum of ninety (90) sick days in a 24 month period beginning with the date when sick days from the Bank are first used. Once a member has used the maximum number of sick days he/she can withdraw from the Bank in any given period, he/she may apply to the Board for additional sick days in accordance with N.J.S.A. 18A:30-6.
- 14.6.6.2. Leave extending beyond one (1) year. A Bank member who is unable to return to active duty at the beginning of his/her work year (July 1 for 12-month employees, September 1 for 10-month employee) must first draw from and exhaust his/her annual sick leave accumulation before he/she will be eligible to withdraw additional sick days from the Bank.
- 14.6.6.3. Intermittent usage. The Trustees shall not approve the withdrawal of sick days from the Bank for use by the applicant on an intermittent basis.
- 14.6.6.4. Substitute costs deducted. The cost of the substitute or the estimated cost of the substitute shall be deducted from each day's salary paid to a Bank member for each sick day used that was withdrawn from the Bank. A day's salary is defined as 1/200th of the

annual salary for those employees who are included in Section Two of this Agreement, and as 1/240th of the annual salary for those employees who are included in Section Three of this Agreement.

- 14.6.7. Dissolution. In the event that the Bank is dissolved, each contributing member will receive an equal amount, or fraction thereof, of the remaining sick days in the Bank, not to exceed the original amount each Bank member contributed.
- 14.6.8. Exceptions. No exceptions shall be made to the rules and requirements set forth above absent extenuating circumstances and mutual written agreement between the Board and the Association.

ARTICLE 15 LEAVES OF ABSENCE

- 15.1. Extended Leaves of Absence Without Pay
 - 15.1.1. A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any such programs, or accepts a Fulbright Scholarship. Note: This must be a bona fide teaching assignment and will be granted at the discretion of the Superintendent.
 - 15.1.2. A tenured teacher shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university. Such leave is subject to the approval of the Superintendent, and may be renewed.
 - 15.1.3. Military leave up to three (3) years without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of such induction or initial enlistment.
 - 15.1.4.1. Any tenured teacher or any teacher who has been or would have been recommended for tenure, may request a child care leave by applying to the Board of Education for said leave ninety (90) calendar days before the day on which said leave is to commence. Said teacher must supply the Board with the date on which said leave is to commence and the date on which he/she expects to return to work. If an employee begins a

child care leave prior to January 1, the leave may extend only to the remainder of the school year in which it was granted. If the child care leave commences after January 1, the leave must terminate no later than June 30 of the following school year. Said dates may be further extended or reduced for medical reasons upon application by the teacher to the Board together with a certificate from her physician in support thereof. Said child care leave is to be without pay. The Board may change the requested dates upon finding that the grant of a leave for those days would substantially interfere with the administration of the school, provided that such date changes by the Board if any, are not medically contraindicated.

- 15.1.4.2. A pregnant employee may work until any time before the expected birth, provided that her ability to work effectively is not impaired due to her pregnancy, and, at the discretion of the Superintendent, the employee's requested date of leave commencement does not interfere with the continuity of her duties. Sick leave pay may be applied to that period during the leave of absence which qualifies as medical disability due to pregnancy or childbirth. The Board may require certificates from the employee's physician and the Board's physician as to her physical ability to continue working during the period of pregnancy. In the event that the employee's physician and the Board's physician disagree as to her physical ability to fulfill her duties, the Board may request expert consultations, in which case, the Somerset County Medical Society shall appoint an impartial third physician whose medical opinion shall be conclusive and binding. Such examinations shall be conducted expediently and without undue delay. The expense of such third examination shall be shared equally by the employee and the Board.
- 15.1.4.3. Any tenured teacher or any teacher who has been or would have been recommended for tenure adopting an infant child may receive leave similar to a natural parent which shall commence upon receiving de facto custody of said infant or earlier if necessary to fulfill the requirements for the adoption.
- 15.1.4.4. Any employee on child care leave shall have the opportunity to substitute, if qualified.

- 15.1.4.5. The Board will comply with the provisions of the New Jersey Family Leave Act (FLA) and the Federal Family and Medical Leave Act (FMLA).

Upon written request at least thirty (30) days in advance, whenever possible, the Board will grant leave pursuant to FLA or FMLA to eligible employees. (Eligibility criteria will be centrally posted in each work location.)

- 15.1.5. A leave of absence without pay of up to one (1) year may be granted to an employee for the purpose of caring for a sick member of the immediate family at the discretion of the Board, upon recommendation of the Superintendent. Additional leave may be granted at the discretion of the Board, upon recommendation of the Superintendent. The employee shall apply for readmission by February 1, prior to the school year in question.

- 15.1.6. Other leaves of absence without pay may be granted by the Board for good reason.

- 15.1.7. Upon return from leave granted pursuant to Paragraph 15.1.1, 15.1.2, and 15.1.3, an employee shall be considered as if he were actively employed by the Board during leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. An employee does not receive increment credit for time spent on a leave granted pursuant to Paragraph 15.1.4, 15.1.5, and 15.1.6, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. To be eligible for increment credit, the employee must have worked at least one half of the preceding contractual year.

- 15.1.8. All benefits to which an employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon the employee's return to work.

- 15.1.9. All extensions or renewals of leaves shall be applied for in writing by February 1 and shall be answered within one (1) month or sooner if possible.

- 15.2. Temporary Leaves of Absence With Full Pay
- 15.2.1. Employees shall be entitled to the following non-accumulative leaves of absence with full pay each school year.
- 15.2.2. Two (2) days personal leave without reason shall be granted, as authorized by the Superintendent, for matters which require absence from work. Effective July 1, 2016 one (1) personal day may be carried over as a personal day in the next school year. No member shall have more than three (3) personal days in any given school year.

Application to the Superintendent for personal leave shall be made at least three (3) work days before such leave is to be taken. One (1) of the two (2) personal days, however, may be used for a personal emergency day without the three (3) work days' notice with the approval of the Superintendent. A personal emergency day is defined as an unexpected or sudden emergency that impacts an employee's attendance that day. If the anticipated absentee rate on any given day may exceed five percent (5%) of the entire staff, then requests for personal days shall be granted on a first-come first-serve basis, up to the maximum five percent (5%). If not taken, personal leave shall be added to the sick day accumulation for retirement, provided that the number of days does not exceed the fifteen (15) day statutory maximum.

Staff will use the AESOP system or current system utilized by the Board to make requests for personal/personal emergency days.

- 15.2.2.1. Personal leave on days immediately preceding or following scheduled school holidays may be granted only for extenuating circumstances, such as marriage of employee; high school or college graduation of the employee; spouse, or his/her child; examination for degree; marriage in immediate family; religious holiday, at the discretion of the Superintendent.
- 15.2.3. Provision may be made for excused absences for the purpose of visiting other schools or attending meetings or conferences of an educational nature by applying to the Superintendent. This leave may be granted at the discretion of the Superintendent.

- 15.2.4. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding for which the employee has been subpoenaed to attend will be granted upon request by the employee who will give reasonable notice.
- 15.2.5. Emergency Days:
- 15.2.5.1. In the case of emergency, notification shall be given through AESOP or the current system utilized by the Board, with documentation presented upon return if requested.
- 15.2.5.2. Up to a maximum of five (5) days in the event of the death of an employee's spouse, brother, sister, child, step-child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-parent, step-sibling, domestic partner or civil union, and any other member of the immediate household (hereinafter referred to as "Bereavement Event").
- Up to a maximum of three (3) days in a school year may be used for the above named persons in the event of a serious injury or illness.
- 15.2.5.3. Additional leave may be applied for in accordance with 15.2.5. Employees may be granted, at the discretion of the Superintendent, up to two (2) days during one school year in the event of the death of a friend or relative outside the employee's immediate family as defined above. In the event of the death of an employee in the Hillsborough School District, the Superintendent, may, at his discretion, grant to an appropriate number of employees sufficient time off to attend the funeral.
- 15.2.6. Other leaves of absence with pay may be granted by the Board for good and sufficient reason.
- 15.3. Temporary Military Leaves of Absence
- 15.3.1. A temporary leave of absence shall be granted to persons called into active duty for two weeks or less during any one calendar year in any unit of the U.S. Reserves, or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session, or for employees included in

Section Three of this Agreement, when such employee is not required to work.

- 15.3.2. Any employee who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve, or United States Marine Corps Reserve, or other organization affiliated therewith, shall be entitled to a leave of absence from his respective duty without loss of pay or time on all days on which he shall be engaged in field training.

ARTICLE 16 SABBATICAL LEAVES

- 16.1. A sabbatical leave shall be granted to a teacher by the Board for graduate study and/or reasons of value to the school system as determined by the Board. Study shall be on a full time basis through an accredited college or university, as considered to be on a full time basis by that college or university. Sabbatical leaves shall be subject to the following conditions.
- 16.1.1. The teacher has completed at least seven (7) full school years of service in the Hillsborough School District.
- 16.1.1.1. A teacher may not be granted a sabbatical leave more often than once every seven (7) years.
- 16.1.1.2. A sabbatical leave may be granted for travel contingent on educational value as determined by the Superintendent.
- 16.1.2. The Board will assume fifty percent (50%) of the teacher's salary on the level he would be on.
- 16.1.2.1. Salary payments will be made on the same basis as regular staff payroll, unless a request is made for payment at less frequent intervals. In no event, shall such payment be advanced. Payments may be made monthly, quarterly, semi-annually, or annually without interest.
- 16.1.3. If there are sufficient qualified applicants, sabbatical leaves may be granted, upon recommendations of the Superintendent, to three (3) teachers, but not to more than one (1) teacher in a

grade/subject/department in each school. In the event that more than three (3) qualified teachers in the District or more than one (1) qualified teacher in a grade/subject/department in each school apply for sabbatical leave, it shall be at the sole discretion of the Superintendent to determine which applications shall be recommended to the Board.

- 16.1.4. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Association and the Board no later than February 1, and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.
- 16.1.5. The Board shall continue pension payment based upon the salary received by the teacher under the terms of this Article and shall continue all existing medical insurance coverage provided, however, that the Board shall not be obligated to pay more for the benefits described herein than would have been required if the teacher had not been on sabbatical leave.
- 16.1.6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
- 16.1.7. The teacher, upon completion of such leave, shall remain as an employee with the Hillsborough School District for a period of no less than two (2) years. In default thereof, the teacher shall reimburse the District those moneys received in payment under the terms of this Article in proportion to that amount of the required two (2) year period not spent within the Hillsborough School District. A written agreement to this effect shall be entered into by both parties.

**ARTICLE 17
SUBSTITUTES**

- 17.1. The Board will endeavor to provide to the best of its ability, qualified substitutes for special teachers. If this cannot be done, the individual K-5 teacher will be required to assume the responsibility of the class or, in the case of the high school and middle

school, a teacher will be required to take over that particular area of responsibility.

- 17.2. Effective July 1, 2016, long-term substitutes shall be paid on a per diem basis and receive health care coverage as set forth below. However, any long-term substitute teacher employed by the Board prior to the ratification of the 2016-2019 contract shall maintain his or her then-current salaries and benefits through the end of that long-term substitute assignment, but shall not receive a salary increase following ratification.

Long-term substitute teachers shall be paid at the rate of \$210 per day, and long-term instructional assistants shall be paid at the rate of \$113 per day. In addition, and as set forth more fully in Article 20.6, the Board shall be required to pay the premium cost for single healthcare coverage, subject to the employee's required contributions, with the employee paying one hundred percent (100%) of any premium cost that exceeds the cost of the single healthcare insurance coverage.

ARTICLE 18 PROFESSIONAL IMPROVEMENT

- 18.1. Upon successful completion of courses for which graduate credits have been granted, authorized in advance, whenever possible, by the Superintendent or his designee, and granted at an institution of higher learning recognized by the State of New Jersey, the Board will reimburse tuition costs up to nine (9) credits per year per teacher, or up to thirty (30) credits per year per teacher involved in full-time study during approved sabbatical leave. Reimbursement per graduate course will not exceed tuition costs of the New Jersey State Colleges or State University. The teacher must possess a New Jersey Standard or Permanent Teaching Certificate in the area of his current teaching assignment to be eligible. Teachers taking administrative courses will be reimbursed up to fifty percent (50%) of the maximum allowable costs. The Board shall also set aside \$5,000 per year for tuition or training for office personnel for job improvement skills. These courses will be approved at the discretion of the Superintendent.

- 18.1.1. Teachers and office personnel will not be eligible for tuition reimbursement until they have completed two (2) years of service in the District.
- 18.1.2. Teachers and office personnel must remain employed by the District for a minimum of one (1) year following the completion of the coursework for which they received reimbursement or they shall be required to return the amount of reimbursement to the District unless the District does not offer continued employment.
- 18.1.3. The provisions in this Article shall only be implemented to the extent permitted by N.J.S.A. 18A:6-8.5, or any other statutory provision or administrative regulation.
- 18.2. Compensation shall be available for expenses incurred in attendance at workshops, seminars, conferences, authorized in advance by the Superintendent, and pursuant to Article 15.2.3 under Temporary Leaves of Absence for:
 - 18.2.1. Registration Fee;
 - 18.2.2. Mileage in accordance with the provision of Article 20.9;
 - 18.2.3. Meals;
 - 18.2.4. Lodging, if necessary
 - 18.2.5. Receipts for all authorized expenses must be submitted to the Superintendent in order to be reimbursed for those expenses.
- 18.3. The Board shall work cooperatively with the local Professional Development Committee so that one of the District's professional development days may be eligible for credit to the teachers' state mandated continuing education requirement.
- 18.4. Noncertificated employees may attend continuing education programs that are offered for all employees by the Board at no cost to the employee. School Health Services Personnel may apply to the Superintendent to transfer professional hours into CEU credits. Thirteen (13) professional hours shall

earn one (1) CEU credit which equates to one (1) graduate credit to be counted toward guide movement.

- 18.5. Mentor Teachers
- 18.5.1. The Board will accept applications throughout the year from all teachers interested in mentoring.
- 18.5.2. All vacancies for mentoring positions shall be posted as early as the District is aware of its needs. The posting shall include the qualifications for the position.
- 18.5.3. The eligibility of teachers applying to serve as mentor teachers shall be based upon the criteria set forth in N.J.A.C. 6A:9C-5.2.
- 18.5.4. Mentor teachers shall receive appropriate training prior to beginning mentoring assignments.
- 18.5.5. Mentor teachers shall be selected from qualified volunteers whenever possible.
- 18.5.6. Mentor teachers shall not be responsible for any of the following duties:
 - 18.5.6.1. Direct or indirect evaluations of the provisional/alternate route teacher;
 - 18.5.6.2. Completing notes regarding the provisional/alternate route teacher, except as required by law.
- 18.5.7. Mentor teachers shall maintain a confidential relationship with the provisional/alternate route teacher. Mentor teachers shall not share any notes taken regarding the provisional/alternate route teacher with a third party unless permission is directly granted by the provisional/alternate route teacher.
- 18.5.8. The parties agree that any teacher who mentors a first year teacher who is required to be mentored by the State shall be compensated by the Board at the annual prorated amount of Five Hundred Fifty Dollars (\$550).
- 18.5.9. No teacher shall involuntarily serve as a mentor unless tenured by the Board of Education.
- 18.5.10. Such training may be scheduled during the regular work day.

**ARTICLE 19
SUBCONTRACTING**

- 19.1. The Board will notify the Association sixty (60) days in advance of its intention to subcontract any of the jobs currently held by the Association members and agrees to meet with the Association to discuss its consideration of subcontracting and to allow the Association to express its position and to offer alternatives.

**ARTICLE 20
SALARIES AND INSURANCE**

- 20.1. The salaries of all teachers covered by this Agreement are set forth in Schedule B for the 2016-2017, 2017-2018 and 2018-2019 school years, which is attached hereto and made a part hereof. Any teacher's position on said guides may be adjusted laterally twice per year, on September 1 and February 1. A teacher shall be eligible for such lateral movement upon presenting a verified application to the Superintendent before September 1 or February 1, if possible, that the number of graduate course credits as specified in the appropriate salary guide has been earned. Lateral movement on the guide shall be approved at the next Board meeting following presentation of the transcript certifying that the number of graduate credits, as specified in the verified application, have been earned and the teacher shall be paid retroactive to February 1 or September 1, as appropriate. In addition to the amounts reflected on the salary guides, longevity in the amount of \$3,500.00 shall be added to all teachers' pensionable salaries after twenty (20) years' experience, ten (10) of which are in the District. A longevity increment in the amount of \$6,500.00 shall be added to all teachers' pensionable salaries after twenty-five (25) years' experience, fifteen (15) of which are in the District, while a longevity increment in the amount of \$12,500.00 shall be added to all teachers' pensionable salaries after thirty (30) years' experience, twenty (20) of which are in the District.

- 20.1.1. For example, teachers with twenty (20) years of experience, ten (10) of which are in the District, shall receive a salary of Step 18 or the top step of the salary guide at his/her level of education plus

\$3,500.00. Teachers with twenty-five (25) years of experience, fifteen (15) of which are in the District, shall receive a salary of Step 18 or the top step of the salary guide at his/her level of education plus \$6,500.00. Teachers with thirty (30) years of experience, twenty (20) of which are in the District, shall receive a salary of Step 18 or the top step of the salary guide at his/her level of education plus \$12,500.00.

- 20.1.2. No increments shall be paid upon the expiration of this Agreement until a successor agreement is finalized, consistent with the holding in The Board of Education of Neptune v. Neptune Township Education Association, 144 N.J. 16 (1996).
- 20.2. Employees employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
- 20.3. Employees employed on a ten (10) month basis may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the employee on the final payday of the work year. Interest on these funds shall be paid to the Hillsborough Education Association (HEA) Scholarship Fund.
 - 20.3.1. Employees may individually elect to have deducted from their monthly salary specified amounts to be contributed to (invested in) the Teachers' Credit Union.
- 20.4. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- 20.5. Ten-month employees shall receive their final checks and the pay schedule for the following year by the last working day.
- 20.6. The Board shall provide the health-care insurance protection designated hereinafter.
 - 20.6.1. All full-time employees are eligible for health-care insurance protection. A full-time employee is an employee who works thirty (30) hours or more per week on a regular basis.

- 20.6.2. Effective July 1, 2016 through June 30, 2019, the Board shall pay a portion of the premium cost for all eligible employees for health benefits (medical, dental and vision) in accordance with the Direct Access Design 7 Education 15 MMRx plan offered by Horizon Blue Cross Blue Shield of New Jersey ("HBCBSNJ"). The Direct Access Design 7 Education 15 MMRx plan is substantially equal to the coverage provided to employees by the School Employees Health Benefits Program (hereinafter referred to as "SEHBP") NJ Direct 15 plan on June 30, 2016, as set forth in Article 20.8.1. Employees shall be able to enroll in any of the plans offered by the HBCBSNJ, provided that the Board shall be required to pay the premium cost for all employees health benefits in accordance with the Direct Access Design 7 Education 15 MMRx plan, subject to the employee contributions discussed below, with the employee paying one hundred percent (100%) of any premium cost that exceeds the cost of the Direct Access Design 7 Education 15 MMRx plan.
- 20.6.3. Effective July 1, 2016 through June 30, 2017, employees shall contribute towards the cost of health insurance (medical, dental and vision) either one and one-half percent (1.5%) of their annual base salary or the percentage of premium established in accordance with Tier 4 of Chapter 78, P.L. 2011, whichever is greater. Increased Tier 4 contributions 2016 -2017 school year shall be effective upon ratification of the 2016 -2019 Agreement by both parties, or January 1, 2017, whichever occurs first.
- 20.6.4. Effective July 1, 2017 through June 30, 2018, employees shall contribute towards the cost of health insurance:
- (a) Certificated staff shall contribute to the cost of their health insurance (medical, dental and vision) 1.5% of their annual base salary or 20% of the premium, whichever is greater.
 - (b) Non-certificated staff shall contribute to the cost of their health insurance (medical, dental and vision) 1.5% of their annual base salary or the percentage of premium established in accordance with Tier 4 of Chapter 78, P.L. 2011 to a maximum contribution of 20%, whichever is greater.

- (c) Long-term substitutes shall be offered single health care coverage (medical, dental and vision) only. Certificated long-term substitutes will be required to make contributions towards the cost of the single coverage health care plan in accordance with Section (a) above. Non-certificated long-term substitutes will be required to make contributions towards the cost of the single coverage health care plan in accordance with Section (b) above. Long-term substitutes will have the option of purchasing a plan that provides greater coverage with the employee paying 100% of any premium cost that exceeds the cost of the base single coverage plan.

20.6.5. Effective July 1, 2018 through June 30, 2019, employees shall contribute towards the cost of health insurance:

- (a) Certificated staff shall contribute to the cost of their health insurance (medical, dental and vision) 1.5% of their annual base salary or 21% of the premium, whichever is greater.
- (b) Non-certificated staff shall contribute to the cost of their health insurance (medical, dental and vision) 1.5% of their annual base salary or the percentage of premium established in accordance with Tier 4 of Chapter 78, P.L. 2011 to a maximum contribution of 21%, whichever is greater.
- (c) Long-term substitutes shall be offered single health care coverage (medical, dental and vision) only. Certificated long-term substitutes will be required to make contributions towards the cost of the single coverage health care plan in accordance with Section (a) above. Non-certificated long-term substitutes will be required to make contributions towards the cost of the single coverage health care plan in accordance with Section (b) above. Long-term substitutes will have the option of purchasing a plan that provides greater coverage with the employee paying 100% of any premium cost that exceeds the cost of the base single coverage plan.

20.6.6. The Board shall pay a percentage of the premium cost for employees and their eligible dependents for a

dental plan, subject to the employee's contributions in accordance with Sections 20.6.2, 20.6.3, 20.6.4, and 20.6.5. The deductible under the dental benefits is seventy-five dollars (\$75.00) per calendar year, individual and family. Said coverage shall basically provide for the following, although more particularly set forth in the appropriate policy:

One Thousand Five Hundred Dollar (\$1,500.00) maximum coverage per year; eighty percent (80%) payment for inlays, gold fillings, crowns and precision attachments for dentures; one hundred percent (100%) payment for all other necessary and reasonable dental expenses; One Thousand Two Hundred Dollars (\$1,200.00) lifetime orthodontic benefit with fifty percent (50%) coinsurance.

If medical coverage is provided by SEHBP, eligible employees shall contribute to the cost of dental insurance consistent with the provisions of the SEHBP plan and the terms of this Agreement.

- 20.6.7. The Board shall pay a percentage of the premium cost for employees and their eligible dependents for an optical plan, subject to the employee's contributions in accordance with Sections 20.6.2, 20.6.3, 20.6.4, and 20.6.5. The optical plan shall provide a ten dollar (\$10.00) co-pay for examinations and a twenty-five dollar (\$25.00) co-pay for lenses and frames.

If medical coverage is provided by the SEHBP, eligible employees shall contribute to the cost of vision insurance consistent with the provisions of the SEHBP plan and the terms of this Agreement.

- 20.7. Effective July 1, 2017, current employees shall be eligible to participate in an insurance opt-out program, as follows:

- 20.7.1. Employees hired on or before July 1, 2017 who elect to waive their health insurance benefits (medical, dental and vision) shall be compensated in the amount of \$2,000.

- 20.7.2. Employees hired after July 1, 2017 shall not be eligible to participate in the insurance opt-out program.

- 20.7.3. Where two or more immediate family members (spouses, parents and children) are employed by the Board and eligible to be covered under a single plan (including but not limited to family, two adult or parent/child coverage), these employees shall not be eligible for the insurance opt-out program.
- 20.8. Selection of Carrier/Change in Coverage.
- 20.8.1. The Board shall have the right to select the insurance carrier, but shall at all times maintain insurance coverage substantially equal to the coverages presently in existence.
- 20.8.2. Prior to making any change in carrier or coverage, the Board shall review the said change with the Association.
- 20.9. Recognized persons shall be compensated at the OMB allowance for any school related travel in the employee's vehicle which the Superintendent or his/her designee requires.
- 20.10. Effective July 1, 2003, the Board will provide Section 125 plans for the Association membership.
- 20.10.1. A premium conversion plan will be made available through payroll deduction for all employees for the amount of their contribution toward medical program premiums. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.
- 20.10.2. A flexible spending account plan will be made available through payroll deduction for any annually contracted employee who wishes to direct an annual amount not to exceed One Thousand Five Hundred Dollars (\$1,500) paid over a monthly basis toward uninsured medical/dental expenses and/or an amount not to exceed that permitted by Section 125 laws for elder/dependent care expenses. The Board will develop a form for an annual selection for any interested employee. The annual selection made by the employee cannot be modified during the year. The employee will be responsible for filing for reimbursement for eligible expenses through a third party administrator up to the annual amount specified by the employee. Any funds left over at the end of the each year (June 30) will be returned to the Board. The Board will be

responsible for the cost of the third party administrator. The Board shall have the right to select the third party administrator. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.

**ARTICLE 21
TEACHER RETIREMENT PLAN**

- 21.1. Any teacher who retires from the School District with twenty (20) or more years of service in this District shall be eligible for terminal leave pay to be computed using the ratio of one (1) day's pay for every five (5) days of accumulated sick leave subject to the following procedures.
 - 21.1.1. Notice of intention to retire shall be submitted to the Superintendent of Schools at least two (2) months before the final budget involving the year of retirement; and
 - 21.1.2. Accumulated sick leave under the Agreement formula shall be capped at the maximum amount a teacher is entitled to on June 30, 1999 or \$15,000, whichever is greater.

**ARTICLE 22
OFFICE PERSONNEL**

- 22.1. Classification
 - 22.1.1. Ten (10) month office personnel to include:
 - 22.1.1.1. Secretary to Building Principals and Vice Principals
 - 22.1.1.2. Secretary to Child Study Team
 - 22.1.1.3. Guidance Secretary
 - 22.1.1.4. Secretary to Curriculum Department
 - 22.2. Twelve (12) month Office Personnel to include:
 - 22.2.1. Secretary to Buildings and Grounds Department
 - 22.2.2. Secretary to Transportation Department
 - 22.2.3. Secretary to High School Administrators

- 22.2.4. Secretary to Purchasing Department
- 22.3. Central Office Personnel
 - 22.3.1. Head Bookkeeper
 - 22.3.2. Payroll/Bookkeeper
 - 22.3.3. Accounting Clerk
- 22.4. Contracts
 - 22.4.1. Ten (10) month office personnel will report to work five (5) working days prior to the new teachers' orientation and shall be paid for these days, pro rata, based on annual salary.
- 22.5. Work Schedule
 - 22.5.1. Ten (10) month office personnel's work year shall consist of One Hundred Ninety (190) Days, not including the days set forth in Article 22.4.1. Their calendar will be the same as that of certificated staff, plus five (5) days beyond the last student school day.
 - 22.5.2. Twelve (12) month office personnel shall have a work year that consists of two hundred forty-five (245) work days.
- 22.6. Work Week
 - 22.6.1. A work week shall consist of thirty-five (35) hours per week with straight time up to forty (40) hours.
 - 22.6.2. The duration of the lunch period will be at the discretion of the Building Principal or of the immediate supervisor, with the approval of the Superintendent. But in no case will the lunch period exceed one (1) hour in duration.
- 22.7. Overtime Schedule
 - 22.7.1. Time and a half (1 1/2) shall be paid for work in excess of forty (40) hours.
 - 22.7.2. Double time (2x) shall be paid for work on Sundays or on holidays specified in the school calendar.

- 22.8. Other Benefits
- 22.8.1. No office personnel who are included in the negotiations unit shall be required to report to work and/or are excused from reporting to work when school is closed because of inclement weather.
- 22.8.2. All office personnel shall on days of emergency closing be allowed to leave their posts five (5) minutes after the last bus leaves their individual school building. Central office personnel follow the same schedule as the middle school.
- 22.8.3. Any office personnel, bookkeeper, or accounting clerk who retires from the School District with fifteen (15) or more years of service in this District shall be eligible for terminal leave pay to be computed using the ratio of one (1) day's pay for every five (5) days of accumulated unused sick leave subject to the procedures of Article 21.1.1.
- 22.8.4. Accumulated sick leave under the Agreement formula shall be capped for all support staff at the maximum amount the employee is entitled to on June 30, 1999 or \$11,100, whichever is greater.
- 22.8.5. Ten (10) month secretaries and clerks shall receive advance notice of summer work. If hired, secretaries shall be paid at their annual salary on a pro-rata basis while clerical positions will be paid at the posted rate. Effective beginning with the summer of 2006, secretaries and clerks shall have the right of first refusal for summer work.
- 22.9. Salary Guide
(See Schedule "C" for years 2016-2017, 2017-2018 and 2018-2019)
- 22.9.1 No increments shall be paid upon the expiration of this Agreement until a successor agreement is finalized, consistent with the holding in The Board of Education of Neptune v. Neptune Township Education Association, 144 N.J. 16 (1996).
- 22.10. Vacations for twelve-month office personnel
- 22.10.1. Any twelve-month member will be required to use his/her annual vacation allocation within fourteen (14) months of the allocation. Vacation days shall

be earned at the rate set forth in Articles 22.10 through 22.10.11, beginning with the member's date of hire until June 30 of that same school year and from July 1 until June 30 of every subsequent year. Such annual accumulation will be required to be used by August 31st of the following year (for example: all annual vacation accrued from July 1, 2013 to June 30, 2014 must be used by August 30, 2015).

Should extenuating circumstances develop which make this provision impossible to achieve, the individual member may appeal to the Superintendent, whose permission may be granted at his/her sole discretion.

All vacation days accumulated by a member prior to June 30, 2008 can remain in the member's vacation bank and will not be subjected to the limitation described in the above paragraph.

- 22.10.2. First year: One (1) day for each month of service up to a maximum of ten (10) days.
- 22.10.3. One (1) year of service, ten (10) working days.
- 22.10.4. At the conclusion of five (5) years of service, fifteen (15) working days of vacation shall be granted.
- 22.10.5. At the conclusion of fifteen (15) years of service, one (1) additional day of vacation shall be added to the fifteen (15) working days for each year up to sixteen (16) years of service.
- 22.10.6. At the conclusion of sixteen (16) years of service, twenty (20) working days of vacation shall be granted.
- 22.10.7. At the conclusion of seventeen (17) years of service, one (1) additional day of vacation shall be added to the twenty (20) working days for each year up to twenty-one (21) years of service.
- 22.10.8. At the conclusion of twenty-one (21) years of service, twenty-five (25) working days of vacation shall be granted.
- 22.10.9. The following table illustrates how employee vacation days are earned, as set forth in Article 22.10.1 through Article 22.10.8.

Yr*	Vacation Days	Yr*	Vacation Days	Yr*	Vacation Days	Yr*	Vacation Days	Yr*	Vacation Days
1	10	6	15	11	15	16	20	21	25
2	10	7	15	12	15	17	21	22	25
3	10	8	15	13	15	18	22	+	25
4	10	9	15	14	15	19	23		
5	15	10	15	15	16	20	24		

* All references to "Yr" above are intended to refer to "at the conclusion of year" as indicated in Article 22 above.

** This chart assumes a July 1st start date. Start dates after July 1st will be prorated.

22.10.10. Any person employed between July 1 and December 1, shall, upon the anniversary of the fifth year of employment, be granted a third week of vacation to be taken during the summer vacation period during that year in which the fifth anniversary is observed.

22.10.11. Any person employed from January 1 to June 30 shall receive the third week of vacation during the summer vacation period of that year in which the anniversary of the fifth year is observed.

Example: Employee hired November, 1993, shall be eligible for third week of vacation during July and August of 1998. Employee hired March, 1994, shall be eligible for third week during the months of July and August of 1999.

22.11. Holidays for twelve-month office personnel

22.11.1. Sixteen (16) holidays shall be granted during the school year in accordance with the schedule designated for Central Office personnel.

22.12. Only the following Articles of this Agreement shall apply to office personnel:

Article 1
Article 2
Article 3
Article 4
Article 5
Article 6
Article 7
Article 12
Article 14
Article 15 (Except 15.1.1 and 15.1.2)
Article 18
Article 19
Article 20 (Except 20.1)

**ARTICLE 23
CLERICAL ASSISTANTS**

- 23.1. The contract for Clerical Assistants shall be a ten (10) month contract from September 1 to June 30.
- 23.2. Clerical Assistants will report to work five (5) working days prior to new teachers' orientation and shall be paid for these days, pro rata, based on annual salary.
- 23.3. Clerical Assistants work year and daily schedule will be regulated by the language of their personal contract.
- 23.4. All Clerical Assistants who are assigned a full day of work may leave their post on days of emergency closing when office personnel is dismissed. They will also not be required to report to work when school is closed due to inclement weather.
- 23.5. The duration of the lunch period will be at the discretion of the Building Principal or of the immediate supervisor, with the approval of the Superintendent. But in no case will the lunch period exceed one (1) hour in duration.
- 23.6. Salaries for Clerical Assistants shall be listed in Schedule E of this Agreement.
- 23.6.1. No increments shall be paid upon the expiration of this Agreement until a successor agreement is

finalized, consistent with the holding in The Board of Education of Neptune v. Neptune Township Education Association, 144 N.J. 16 (1996).

23.7. Only the following articles of this Agreement shall apply to Clerical Assistants:

Article 1
Article 2
Article 3
Article 4
Article 5
Article 6
Article 7
Article 12
Article 14
Article 15 (except 15.1.1 and 15.1.2)
Article 19
Article 20 (except 20.1)
Article 22.8.3 and 22.8.4
Article 23

**ARTICLE 24
INSTRUCTIONAL ASSISTANTS**

- 24.1. The contract for Instructional Assistants shall be a ten (10) month contract from September 1 to June 30.
- 24.2. Instructional Assistants shall work the same length day as the teacher(s) to whom they are assigned.
- 24.3. The Instructional Assistants' work year will be 182 days. The two (2) extra days beyond the pupil's school year will be determined by June 30 of the previous school year.
- 24.4. Part-time and ESP members, if not given sufficient time to complete mandatory training, will be compensated at their hourly rate to complete these trainings, provided that time sheets are submitted and prior approval from the Superintendent is received.
- 24.5. Salaries for Instructional Assistants shall be listed in Schedule D of this Agreement.
- 24.5.1. No increments shall be paid upon the expiration of this Agreement until a successor agreement is finalized, consistent with the holding in The Board

of Education of Neptune v. Neptune Township Education Association, 144 N.J. 16 (1996).

24.6. Instructional Assistants are eligible for reimbursement of tuition costs up to three (3) credits per year at a college or university recognized by the State of New Jersey. Reimbursement shall not exceed tuition costs of the New Jersey State Colleges or State University rate. Instructional Assistants must be enrolled in a Teacher Certification Program approved by the State of New Jersey. For every year of tuition reimbursement the Instructional Assistant, if offered reemployment, must accept employment for the following year or repay the tuition cost for the previous year within thirty (30) days. If the Board must pursue collection, the Instructional Assistant will indemnify the Board, including, but not limited to, attorneys' fees, unless the reason the employee does not return is for the reasons which would otherwise excuse an employee's repayment of health premiums under Section 825.213(a)(1) and (2) of the Family and Medical Leave Act of 1993.

24.6.1. The provisions in this Article shall only be implemented to the extent permitted by N.J.S.A. 18A:6-8.5, or any other statutory provision or administrative regulations.

24.7. Only the following articles of this agreement shall apply to Instructional Assistants:

- Article 1
- Article 2
- Article 3
- Article 4
- Article 5
- Article 6
- Article 7
- Article 12
- Article 14
- Article 15 (Except 15.1.1 and 15.1.2)
- Article 19
- Article 20 (Except 20.1)
- Article 22.8.3 and 22.8.4
- Article 24

ARTICLE 25
LUNCH AIDES AND TRANSPORTATION AIDES

- 25.1. Lunch Aides and Transportation Aides are employed on days that students are in session.
- 25.2. The length of the work day for Lunch Aides is based on the school need as determined by the Building Principal, while the length of the work day for Transportation Aides shall be determined by the Supervisor of Transportation.
- 25.3. Salary Guide: The salaries for Lunch Aides and Transportation Aides for the 2016-2017, 2017-2018, and 2018-2019 school years are set forth in Schedules "F" and "G," respectively.
- 25.3.1. No increments shall be paid upon the expiration of this Agreement until a successor agreement is finalized, consistent with the holding in The Board of Education of Neptune v. Neptune Township Education Association, 144 N.J. 16 (1996).
- 25.4. Lunch Aides' time sheets are completed and submitted through the Building Principal's office, whereas Transportation Aides' time sheets shall be submitted through the Supervisor of Transportation's Office. Both Lunch Aides and Transportation Aides are paid twice per month.
- 25.5. Only the following articles of this Agreement shall apply to Lunch Aides and Transportation Aides:

Article 1
Article 2
Article 3
Article 4
Article 5
Article 6
Article 7
Article 12
Article 14
Article 15 (except 15.1.1 and 15.1.2)
Article 19
Article 20 (except 20.1)
Article 22.8.3 and 22.8.4
Article 25

SECTION THREE

Applies to Custodians, Maintenance Personnel, Pupil
Transportation Drivers, and Mechanics

ARTICLE 26
GRIEVANCE PROCEDURE

- 26.1. Definitions and General Conditions - As set forth in Articles 7.1.1, 7.1.2, and Articles 7.2.1, 7.2.2, 7.2.3, 7.2.4, and 7.2.5.
- 26.1.1. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- 26.2. Formal Procedure
 - 26.2.1. Level One - Business Administrator
 - 26.2.1.1. An employee with a grievance, who after first discussing same with his immediate supervisor, and is dissatisfied with the informal disposition of same shall either directly or through the Association's designated representative submit same in writing on the appropriate form, to the Business Administrator. The Business Administrator shall render a written decision within fifteen (15) calendar days after the grievance is presented.
 - 26.2.2. Level Two - Superintendent of Schools
 - 26.2.2.1. If the aggrieved person is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within fifteen (15) calendar days after submission at Level One, he may present it in writing on the appropriate form to the Superintendent of Schools within ten (10) calendar days thereafter.
 - 26.2.3. Level Three - Board of Education
 - 26.2.3.1. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fifteen (15) calendar days after the grievance was delivered to the Superintendent of Schools, he may, within ten (10) calendar days thereafter, request in writing that the Association submit the grievance to the Board of

Education within five (5) calendar days thereafter, no further action on such grievance shall be taken.

No claim by a grievant shall go beyond Level Three if it pertains to (a) any matter for which a detailed method of review is prescribed by law; or (b) any rule or regulation of the State or Commissioner of Education or State Board of Education; or (c) any existing By-laws is beyond the scope of Board authority or limited to unilateral action of the Board.

- 26.2.4. Level Four - Advisory Arbitration Request
 - 26.2.4.1. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days after the grievance was delivered to the Board of Education, he may request in writing within ten (10) days, advisory arbitration.
- 26.2.5. Advisory Arbitration
 - 26.2.5.1. The procedures as set forth in Articles 7.5.2, 7.5.3, and 7.5.4 will be used to secure the services of an arbitrator, except that the findings and recommendations of the arbitrator shall be advisory.
 - 26.2.5.2. The Board shall render its final decision within thirty (30) calendar days after receipt of the arbitrator's recommendation. Copies of said decision shall be forwarded to the aggrieved, his/her representatives, and the Association.
 - 26.2.5.3. The fees and expenses of the arbitrator shall be paid by the losing party.
- 26.3. Rights of Employees to Representation - As set forth in Articles 7.3.1 and 7.3.2.
 - 26.3.1. Reprisals
 - 26.3.1.1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

- 26.4. Miscellaneous
- 26.4.1. Group Grievance
 - 26.4.1.1. If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
- 26.4.2. Written Decisions
 - 26.4.2.1. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
- 26.4.3. Separate Grievance File - As set forth in Article 7.8
- 26.4.4. Forms - As set forth in Article 7.6.1.
- 26.4.5. Meetings and Hearings
 - 26.4.5.1. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, hereto referred to in this Article.

ARTICLE 27
RIGHTS AND PRIVILEGES OF THE PARTIES

- 27.1. Discipline, Reduction in Job Classification or Involuntary Transfer of Employee
 - 27.1.1. No employee shall be disciplined, reduced in job classification or involuntarily transferred without just cause and any such action taken shall be subject to due process of law, as provided for in the grievance procedure. Any employee covered hereunder who is required to appear before the Superintendent of Schools, which could adversely affect the continuation of that employee in his position or employment or compensation pertaining thereto, shall

be given prior written notice of reasons for such meeting and shall be entitled, at his option, to have a representative of his own choosing. This provision shall in no way restrict or limit the Superintendent of Schools, Board or Supervisors from holding meetings or discussions with employees.

- 27.1.2. Notice of an involuntary transfer of a custodial/maintenance employee shall be given to the Association President as soon as practicable.
- 27.2. Managerial Prerogatives of Board - As set forth in Articles 5.1, 5.1.1, 5.1.2, 5.1.3, 5.1.4, and 5.1.5.
 - 27.2.1.1. Managerial Prerogatives of Board shall also include the right to decide upon the means and methods of cleaning and maintaining the buildings, the selection of supplies and other materials, and conduct of the transportation system and routes relating thereto;
- 27.3. The Association agrees that it will not engage in any slow down, job action, or other retaliatory practice, including withholding labor and services during the duration of this Agreement.

**ARTICLE 28
CUSTODIAL PERSONNEL, MAINTENANCE PERSONNEL AND MECHANICS**

- 28.1. Work Day and Work Year
 - 28.1.1. All custodial personnel, maintenance personnel and mechanics shall be employed on a forty (40) hour week, 12 months school year basis.
 - 28.1.2. Job Responsibility: At the completion of a job or repair, or leaving a job site, a supervisor is to be contacted.
 - 28.1.3. The work week for custodial personnel, maintenance personnel, and mechanics shall be scheduled from Sunday to Saturday to mitigate overtime expenses.
 - 28.1.4. Break time consists of two (2) fifteen (15) minute breaks per day as designated by a supervisor. Employees shall take break at the building they are at during break time and are not to leave that location to take break at another building, facility, or local establishment. Break times may vary but are

at the discretion of the immediate supervisor of the shift worked. Break time shall not be used to cover late arrival to work or early departure from work and cannot be used to extend the lunch break.

28.1.5. Under no circumstances shall custodial personnel, maintenance personnel, or mechanics be permitted to aggregate their thirty (30) minute lunch or dinner break with either of the two (2) fifteen (15) minute breaks provided in accordance with this Agreement.

28.2. Holidays

28.2.1. All custodial personnel, maintenance personnel and mechanics shall be granted the following fifteen (15) holidays with pay:

July 4th	Day before New Year's
Labor Day	New Year's Day
Thanksgiving	Presidents' Day
Day after Thanksgiving	Day before Christmas
Good Friday	Memorial Day
Christmas Day	
Day after Christmas	

Three (3) additional days scheduled at the discretion of the administration.

28.2.2. In the event a holiday shall occur on a weekend, the holiday authorized in this Agreement shall be taken on the day that school is officially closed for that holiday.

28.2.3. In the event a holiday is authorized by this Agreement and school is not closed in observance of that holiday, the authorized holiday shall be taken on the next non-pupil day.

28.3. Weekend Inspection

28.3.1. The building custodian or a designee appointed by the Superintendent of Schools shall make an inspection each weekend for which he will be paid the sum of \$37.14 per inspection during the term of this Agreement.

28.3.2. Any employee called in because of an emergency shall be guaranteed at least two (2) hours' time when he responds. Whenever schools are closed due to an

emergency, either weather or facility related, declared by the Superintendent, the nature of the maintenance/custodial position would require staff as-needed to report as part of a job specific requirement to help prepare the schools to open as soon as possible. When required to perform the duty and the employee is unavailable, appropriate documentation will be requested by the administration. If necessary, disciplinary action will be implemented if documentation is not provided.

- 28.4. Overtime
- 28.4.1. Custodial personnel, maintenance personnel or mechanics shall be paid for overtime (beyond forty (40) hours per week or beyond eight (8) hours per day) at the rate of time and one half. No overtime, whether in an emergency or otherwise, shall be paid unless prior approval is given by the Superintendent of Schools.
- 28.4.2. All overtime hours which are worked or which an employee is given an opportunity to work shall be equalized insofar as practicable. In the event that special skills are required for a specific project requiring overtime work, the Superintendent or School Business Administrator shall have the authority to assign said work to the employee he deems most qualified.
- 28.4.3. All overtime worked by each employee shall be posted in a conspicuous place.
- 28.4.4. There will be no change in the present practice regarding payment of overtime.
- 28.5. Custodial Personnel's, Maintenance Personnel's, and Mechanics' Vacations
- 28.5.1. Any twelve (12) month member will be required to use his/her annual vacation allocation within fourteen (14) months of the allocation. Vacation days shall be earned at the rate set forth in Articles 28.5.1 through 28.5.1.10, beginning with the member's date of hire until June 30 of that same school year and from July 1 until June 30 of every subsequent year. Such annual accumulation will be required to be used by August 31st of the following year (for example:

all annual vacation accrued from July 1, 2013 to June 30, 2014 must be used by August 30, 2015).

Should extenuating circumstances develop which make this provision impossible to achieve, the individual member may appeal to the Superintendent, whose permission may be granted at his/her sole discretion.

All vacation days accumulated by a member prior to June 30, 2008 can remain in the member's vacation bank and will not be subject to the limitation described in the above paragraph.

- 28.5.1.1. First year: One (1) day for each month of service up to a maximum of ten (10) days.
- 28.5.1.2. One (1) year of service, ten (10) working days.
- 28.5.1.3. At the conclusion of five (5) years of service, fifteen (15) working days of vacation shall be granted.
- 28.5.1.4. At the conclusion of fifteen (15) years of service, one (1) additional day of vacation shall be added to the fifteen (15) working days for each year up to sixteen (16) years of service.
- 28.5.1.5. At the conclusion of sixteen (16) years of service, twenty (20) working days of vacation shall be granted.
- 28.5.1.6. At the conclusion of seventeen (17) years of service, one (1) additional day of vacation shall be added to the twenty (20) working days for each year up to twenty-one years (21) of service.
- 28.5.1.7. At the conclusion of twenty-one (21) years of service, twenty-five (25) working days of vacation shall be granted.
- 28.5.1.8. The following table illustrates how employee vacation days are earned, as set forth in Article 28.5.1 through Article 28.5.1.7.

Yr *	Vacation Days	Yr*	Vacation Days	Yr *	Vacation Days	Yr*	Vacation Days	Yr*	Vacation Days
1	10	6	15	11	15	16	20	21	25
2	10	7	15	12	15	17	21	22	25
3	10	8	15	13	15	18	22	+	25
4	10	9	15	14	15	19	23		
5	15	10	15	15	16	20	24		

* All references to "Yr" above are intended to refer to "at the conclusion of year" as indicated in Article 28 above.

** This chart assumes a July 1st start date. Start dates after July 1st will be prorated.

28.5.1.9. Any person employed between July 1 and December 31 shall, upon the anniversary of the fifth year of employment, be granted five (5) additional vacation days to be taken during the summer vacation period during that year in which the fifth anniversary is observed.

28.5.1.10. Any person employed from January 1 to June 30 shall receive five (5) additional vacation days during the summer vacation period of that year in which the anniversary of the fifth year is observed.

Example: Employee hired November, 1991, shall be eligible for these additional vacation days during July and August of 1996. Employee hired March, 1992, shall be eligible for these additional vacation days during the months of July and August of 1997.

28.6. Equipment

28.6.1. The Board shall provide:

28.6.1.1. Five (5) uniforms, one (1) pair of coveralls, one (1) jacket, one (1) set of foul weather over-garments, and one (1) set of insulated garments per year at no cost to maintenance personnel and mechanics no later than August 1 of each year;

- 28.6.1.2. Five (5) uniforms per year at no cost to custodial personnel no later than August 1 of each year that shall be worn daily;
- 28.6.1.3. One (1) set of foul weather over-garments for each elementary school, two (2) for the middle school, and three (3) for the high school for use by the building custodial personnel no later than August 1 of each year;
- 28.6.1.4. Two (2) pairs of safety goggles in each school;
- 28.6.1.5. One (1) set of insulated garments in each school;
- 28.6.1.6. One (1) pair of safety shoes, which shall be worn daily;
- 28.6.2. One (1) set of basic tools sufficient to complete assigned tasks in a competent and professional manner subject to yearly inspection for each mechanic, maintenance worker, and building (Head) custodian. Replacement of missing tools shall be the responsibility of the mechanic, maintenance worker, and building custodian; however, replacement of worn tools shall be at the expense of the Board. The Board shall be responsible to provide and supply any specialized tools as approved by the School Business Administrator and Director of Environmental Services needed for the performance of assigned tasks.
- 28.6.3. All items in Article 28.6 remain the property of the Board of Education with the exception of the jacket, shoes, uniforms, and coveralls.
- 28.7. Course Reimbursement
 - 28.7.1. The Board of Education will reimburse custodial and maintenance employees for the costs of all courses successfully completed and licenses or certificates obtained which the Board requests or requires them to complete or obtain.
- 28.8. Salary Guide
 - 28.8.1. Schedule J attached hereto shall constitute the salary guide for the term of this Agreement and shall be incorporated as an integral part of this Agreement.

- 28.8.2. No increments shall be paid upon the expiration of this Agreement until a successor agreement is finalized, consistent with the holding in The Board of Education of Neptune v. Neptune Township Education Association, 144 N.J. 16 (1996).
- 28.9. Any custodial, maintenance, or mechanic worker who leaves the School District after fifteen (15) or more years of service in the District shall be eligible for terminal leave pay to be computed using the ratio of one (1) day's pay for every five (5) days of accumulated unused sick leave subject to the procedures of 21.1.1. Custodial, maintenance or mechanic workers hired after July 1, 2005 shall be entitled to payment for accumulated sick leave in accordance with this section only upon retirement.
- 28.9.1. Accumulated sick leave under the Agreement formula shall be capped for all custodial and maintenance personnel at the maximum amount the employee is entitled to on June 30, 1999 or \$11,100, whichever is greater.
- 28.9.2. The Board agrees to reimburse maintenance, custodial and mechanic employees at the Internal Revenue Service allowance for any school related travel in the employee's vehicle which the Superintendent or his/her designee requires.
- 28.10. Prior to using sick leave, any custodial, maintenance, or mechanic worker must provide their supervisor with notice at least one (1) hour prior to the start of their shift, except in extraordinary circumstances where such notice is impractical.

ARTICLE 29
TRANSPORTATION PERSONNEL

- 29.1. Work Year
- 29.1.1. All pupil transportation drivers shall be employed on a ten (10) month school year basis at an hourly rate based on routes as determined by the Board of Education. The District will pay the cost associated with annual relicensing of the employees' Commercial Drivers' License.

- 29.2. Salaries
- 29.2.1. Salaries shall be paid on the following basis: in twenty (20) equal installments at regular intervals.
- 29.2.2. Overtime shall be paid at one and one half times the regular hourly pay for each hour over forty (40) hours per week. Contracted time lost because of school closings in any week during the school year (except during scheduled Christmas and Easter vacations) shall be counted toward the forty (40) hours required to achieve the overtime rate, but transportation personnel shall not be paid for this loss of time.
- 29.2.3. Individual contracts shall be reviewed in January, and adjustments, if required, made effective February 1st.
- 29.3. Non-Regular Routes
- 29.3.1. Assignment to non-regular routes shall be made in a fair manner on the basis of seniority.
- 29.3.2. "Class A" routes shall be interpreted as a regular school run (except kindergarten) operated on a continuous daily basis by which pupils are taken to and from school. Class A routes shall be assigned to drivers at the beginning of each school year, and shall be assigned to drivers on the basis of previous operation of the routes by the driver. If a vacancy exists, drivers will have the choice of filling new runs or vacant runs on the basis of seniority. New drivers will fill any vacancies left.
- "Class B" routes shall be interpreted as adjunct routes (examples: ESL, kindergarten, late bus routes). These routes are to be granted on the basis of seniority. Any Class B route arising during the school year shall be posted a minimum of five (5) working days in advance.
- Extra runs (field trips, etc.) shall be posted within forty-eight (48) hours in advance when possible. Extra runs will be given on a rotating seniority basis. If a driver will not operate the extra run, he or she will be charged with a turn.

Weekdays:

The Supervisor-dispatcher will ask each driver on the seniority list, beginning with their appropriate place on the list, to work extra runs beginning with Monday's extra runs. The driver will be asked to work the next day's extra runs once the preceding day's runs are assigned. If more than one extra run is available on a weekday, the first driver to be asked to work will have her/his choice of that day's extra run. If unanticipated weekday runs occur, the driver at the appropriate place on the seniority list will be asked to work.

Weekends:

The Supervisor-dispatcher will ask each driver on the seniority list weekend schedule, beginning with the appropriate place on the list, to work extra runs, beginning with Saturday runs. The driver will be asked to work Sunday's extra runs once Saturday's runs are assigned. If more than one extra run is available on a weekend day, the first driver to be asked to work will have his/her choice of that day's extra run. If unanticipated weekend day runs occur, the driver at the appropriate place on the seniority list will be asked to work.

Daytime:

Field trips that occur during the hours school is in session will be assigned to drivers who are available (not during regularly scheduled school routes) based on seniority.

Discontinued Routes:

When a run is discontinued, the driver of the discontinued run will have the option of assuming the route of the lowest seniority driver, if he or she is qualified and able to perform the duties the routes will require.

Cancellations:

When an extra run is canceled, the canceled driver will be the first to be asked for the next available extra run. All extra runs worked shall be posted in

a conspicuous place, showing name of employee who works that run.

Termination of Employment:

In the event that a driver leaves the Board's employ, his or her entire assignment shall be made available to all remaining drivers interested and shall be filled on the basis of seniority.

- 29.3.3. When required to attend meetings, transportation personnel shall be compensated at their normal hourly rate.
- 29.4. Resignation
- 29.4.1. Any pupil transportation driver, who wishes to resign his employment, shall furnish the Board of Education with a two (2) week advance notice of intention to resign, which notice shall be in writing, dated and signed by the employee in question and delivered personally to the Superintendent of Schools or School Business Administrator or mailed certified mail, return receipt requested. Such notice shall become effective upon receipt by the Board of Education or Superintendent of Schools or School Business Administrator. Termination of employment initiated by the Board of Education shall include a two (2) week advance notice to the employee being terminated.
- 29.5. Salary Guide
- 29.5.1. Schedule K attached hereto shall constitute the salary guide for the term of this Agreement and shall be incorporated as an integral part of this Agreement.
- 29.5.2. No increments shall be paid upon the expiration of this Agreement until a successor agreement is finalized, consistent with the holding in The Board of Education of Neptune v. Neptune Township Education Association, 144 N.J. 16 (1996).
- 29.6. Transportation personnel shall be compensated at their normal hourly rate of pay for all meetings except for those meetings relative to disciplinary actions at which their attendance is required by the administration.

- 29.7. Any transportation employee called from home to return to work outside of his/her regular schedule shall be paid a minimum equivalent to one (1) hour at the normal pay rate.
- 29.8. All pupil transportation drivers shall receive payment of one (1) hour per month at their regular rate for drivers' route report paper work time. To be eligible the driver must work the entire school year.
- 29.9. Any transportation worker who leaves the School District after fifteen (15) or more years of service in the District shall be eligible for terminal leave pay to be computed using the ratio of one (1) day's pay for every five (5) days of accumulated unused sick leave subject to the procedures of 21.1.1.
- 29.9.1. Accumulated sick leave under the Agreement formula shall be capped for all transportation workers at the maximum amount the employee is entitled to on June 30, 1999 or \$11,100, whichever is greater. Transportation workers hired after July 1, 2005 shall be entitled to payment for accumulated sick leave in accordance with this section only upon retirement.
- 29.10. Physical Exams for Pupil Transportation Drivers
- 29.10.1. The Board, at its sole cost and expense, shall provide for physical examination for pupil transportation drivers employed by the Board. Such examination shall be given each driver once every two (2) years and shall be done by a physician chosen by the Board. Said examinations shall be limited strictly to those matters required to operate a school bus or van in a public school system in the State of New Jersey.
- 29.10.2. Drivers electing to have physical examination by a physician other than the one chosen by the Board will be reimbursed in an amount not to exceed the fee currently charged by the Board physician.

**ARTICLE 30
INSURANCE**

- 30.1. The Board shall provide health-care insurance protection to eligible employees, as set forth in Articles 20.6.1, 20.6.2, 20.6.3, 20.6.4 and 20.6.5.
- 30.2. "Eligible Employees" shall be defined in the context of this Article as full-time personnel, steadily employed by the Board who work not less than thirty (30) hours per calendar week on a regular basis.
- 30.3. Selection of Carrier/Change in Coverage - As set forth in Articles 20.8.1 and 20.8.2.
- 30.4. Section 125 plans - As set forth in Articles 20.10, 20.10.1, and 20.10.2.

**ARTICLE 31
VOLUNTARY TRANSFERS**

- 31.1. Voluntary Transfers
 - 31.1.1. No later than five (5) working days following the known availability of any position in the District all members of the units shall receive notice, by posting the same in a conspicuous place, regarding the opening. If no application is received within ten (10) days of notice, the position will be filled from the outside.
- 31.2. Employees who desire a change in assignment or who desire to transfer to another position may file a written statement of such preference at any time with the Superintendent or School Business Administrator. Such statement shall include the present position and the assignment to which he desires to be transferred.
- 31.3. In the determination of requests for voluntary transfer, the wishes of the individual employee shall be considered to the extent that the transfer does not conflict with the best interest of the school system, and no such request shall be denied arbitrarily or capriciously.
- 31.4. If a request for voluntary transfer is denied, the employee shall be given the reasons.

**ARTICLE 32
SICK LEAVE**

- 32.1. Except as otherwise noted, the provisions of Article 14 shall apply to those employees included in Section Three of this Agreement.

**ARTICLE 33
LEAVES OF ABSENCE**

- 33.1. Temporary Leaves of Absence
- 33.1.1. Personal leave - As set forth in Articles 15.2.2 and 15.2.2.1.
- 33.1.2. Legal - As set forth in Article 15.2.4.
- 33.1.3. Emergency Days - As set forth in Articles 15.2.5.1, 15.2.5.2, and 15.2.5.3.
- 33.1.4. Good Cause - As set forth in Article 15.2.6.
- 33.2. Temporary Military Leaves of Absence - As set forth in Article 15.3.1. Additionally, an employee included in Section Three of this Agreement shall be paid the difference between his regular salary and his military pay.
- 33.3. Extended Leaves of Absence
- 33.3.1. Military - As set forth in Article 15.1.3.
- 33.3.2. The Board hereby agrees to consider each employee requesting child care leave on an individual basis.
- 33.3.3. A pregnant employee's leave shall be the same as set forth in Article 15.1.4.2.
- 33.3.4. The provisions of Article 15.1.4.5 will apply to employees included in Section Three of this Agreement.
- 33.3.5. Good Cause - As set forth in Article 15.1.6.
- 33.3.6. Return from Leave - Upon return from leave granted pursuant to Section 33.3 of this Article (extended leaves of absences), an employee shall be considered as if he were actively employed by the Board during the period of such leave and shall be placed on the salary schedule at the level he would have achieved

if he had not been absent. To be eligible for increment credit, the employee must have worked at least one-half of the preceding contractual year.

ARTICLE 34
TRANSFERS BETWEEN POSITIONS

- 34.1. In the event an employee shall transfer between various positions in the district, that employee shall be granted the corresponding step on the salary guide applicable to his new position.

SECTION FOUR

Forms And Salary Guides For All Unit Members

**SCHEDULE A
GRIEVANCE FORM**

Grievant's Name: _____ Grievance No.: _____
Work Location: _____ Job Title and Grade/Subject: _____
Immediate Supervisor: _____
Description of Alleged Violation: _____

Specific Provision of Agreement or Principal Areas Violated: _____

Date of Occurrence of Alleged Violation: _____

Remedy Sought: _____

LEVEL ONE: Informal Discussion _____

Date of Level One Informal Discussion: _____

The Grievant is not satisfied with the outcome of Level One and wishes to proceed to Level Two.

Signature of Grievant or Representative: _____ Date: _____

LEVEL TWO: Principal or Supervisor _____

Date Received: _____ Date Answered: _____

Disposition: Denied _____ Granted _____

Reason: _____

Principal or Supervisor's Signature _____

The Grievant is not satisfied with the outcome of Level Two and wishes to proceed to Level Three.

Signature of Grievant or Representative: _____ Date: _____

LEVEL THREE: Superintendent _____

Date Received: _____ Date Answered: _____

Disposition: Denied _____ Granted _____

Reason: _____

Superintendent's Signature _____

The Grievant is not satisfied with the outcome of Level Three and wishes to proceed to Level Four.

Signature of Grievant or Representative: _____ Date: _____

LEVEL FOUR: School Board _____

Date Received: _____ Board Hearing Date: _____

Date Answered: _____

Disposition: Denied _____ Granted _____

Reason: _____

The Grievant is not satisfied with the outcome of Level Four and wishes to proceed to Level Five.

Signature of Grievant or Representative: _____ Date: _____

LEVEL FIVE: The grievant is not satisfied with the outcome at Level Four and the association wishes to proceed to arbitration.

Grievant's Signature: _____ Date: _____

H.E.A. Representative's Signature: _____ Date: _____

SCHEDULE B-1
TEACHERS SALARY GUIDE 2016-2017

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	56,340	57,740	58,440	60,540	62,640	64,740	66,840	68,940	71,040
2	56,590	57,990	58,690	60,790	62,890	64,990	67,090	69,190	71,290
3	56,845	58,245	58,945	61,045	63,145	65,245	67,345	69,445	71,545
4 & 5	57,345	58,745	59,445	61,545	63,645	65,745	67,845	69,945	72,045
6 & 7	57,845	59,245	59,945	62,045	64,145	66,245	68,345	70,445	72,545
8	58,915	60,315	61,015	63,115	65,215	67,315	69,415	71,515	73,615
9	59,985	61,385	62,085	64,185	66,285	68,385	70,485	72,585	74,685
10	61,065	62,465	63,165	65,265	67,365	69,465	71,565	73,665	75,765
11	63,090	64,490	65,190	67,290	69,390	71,490	73,590	75,690	77,790
12	65,215	66,615	67,315	69,415	71,515	73,615	75,715	77,815	79,915
13 & 14	67,440	68,840	69,540	71,640	73,740	75,840	77,940	80,040	82,140
15 & 16	69,765	71,165	71,865	73,965	76,065	78,165	80,265	82,365	84,465
17	72,190	73,590	74,290	76,390	78,490	80,590	82,690	84,790	86,890
18	74,715	76,115	76,815	78,915	81,015	83,115	85,215	87,315	89,415

Longevity Pay

Longevity pay will be added to teachers' pensionable salaries based on the following criteria:

- \$3,500 After 20 years of experience, 10 of which are in the Hillsborough School District
- \$6,500 After 25 years of experience, 15 of which are in the Hillsborough School District
- \$12,500 After 30 years of experience, 20 of which are in the Hillsborough School District

SCHEDULE B-1
TEACHERS SALARY GUIDE 2017-2018

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	56,555	57,955	58,655	60,755	62,855	64,955	67,055	69,155	71,255
2	56,805	58,205	58,905	61,005	63,105	65,205	67,305	69,405	71,505
3	57,055	58,455	59,155	61,255	63,355	65,455	67,555	69,655	71,755
4	57,555	58,955	59,655	61,755	63,855	65,955	68,055	70,155	72,255
5 & 6	58,055	59,455	60,155	62,255	64,355	66,455	68,555	70,655	72,755
7 & 8	59,130	60,530	61,230	63,330	65,430	67,530	69,630	71,730	73,830
9	60,210	61,610	62,310	64,410	66,510	68,610	70,710	72,810	74,910
10	62,075	63,475	64,175	66,275	68,375	70,475	72,575	74,675	76,775
11	64,040	65,440	66,140	68,240	70,340	72,440	74,540	76,640	78,740
12	66,125	67,525	68,225	70,325	72,425	74,525	76,625	78,725	80,825
13	68,310	69,710	70,410	72,510	74,610	76,710	78,810	80,910	83,010
14 & 15	70,595	71,995	72,695	74,795	76,895	78,995	81,095	83,195	85,295
16 & 17	72,980	74,380	75,080	77,180	79,280	81,380	83,480	85,580	87,680
18	75,465	76,865	77,565	79,665	81,765	83,865	85,965	88,065	90,165

Longevity Pay

Longevity pay will be added to teachers' pensionable salaries based on the following criteria:

- \$3,500 After 20 years of experience, 10 of which are in the Hillsborough School District
- \$6,500 After 25 years of experience, 15 of which are in the Hillsborough School District
- \$12,500 After 30 years of experience, 20 of which are in the Hillsborough School District

SCHEDULE B-1
TEACHERS SALARY GUIDE 2018-2019

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	56,925	58,325	59,025	61,125	63,225	65,325	67,425	69,525	71,625
2	57,175	58,575	59,275	61,375	63,475	65,575	67,675	69,775	71,875
3	57,425	58,825	59,525	61,625	63,725	65,825	67,925	70,025	72,125
4	57,925	59,325	60,025	62,125	64,225	66,325	68,425	70,525	72,625
5	58,425	59,825	60,525	62,625	64,725	66,825	68,925	71,025	73,125
6 & 7	59,500	60,900	61,600	63,700	65,800	67,900	70,000	72,100	74,200
8 & 9	60,580	61,980	62,680	64,780	66,880	68,980	71,080	73,180	75,280
10	62,505	63,905	64,605	66,705	68,805	70,905	73,005	75,105	77,205
11	64,540	65,940	66,640	68,740	70,840	72,940	75,040	77,140	79,240
12	66,675	68,075	68,775	70,875	72,975	75,075	77,175	79,275	81,375
13	68,910	70,310	71,010	73,110	75,210	77,310	79,410	81,510	83,610
14	71,245	72,645	73,345	75,445	77,545	79,645	81,745	83,845	85,945
15 & 16	73,680	75,080	75,780	77,880	79,980	82,080	84,180	86,280	88,380
17	76,215	77,615	78,315	80,415	82,515	84,615	86,715	88,815	90,915

Longevity Pay

Longevity pay will be added to teachers' pensionable salaries based on the following criteria:

\$3,500	After 20 years of experience, 10 of which are in the Hillsborough School District
\$6,500	After 25 years of experience, 15 of which are in the Hillsborough School District
\$12,500	After 30 years of experience, 20 of which are in the Hillsborough School District

**SCHEDULE B-2
TEACHERS ADVANCEMENT/PLACEMENT CHART**

BASE YEAR 2015-16 STEP	YEAR ONE 2016-17 STEP	YEAR TWO 2017-18 STEP	YEAR THREE 2018-19 STEP
		1	1
1	1	2	2
2	2	3	3
3 & 4	3	4	4
5 & 6	4 & 5	5 & 6	5
7	6 & 7	7 & 8	6 & 7
8	8	9	8 & 9
9	9	10	10
10	10	11	11
11	11	12	12
12 & 13	12	13	13
14 & 15	13 & 14	14 & 15	14
16	15 & 16	16 & 17	15 & 16
17	17	18	17
18	18	18	17

SCHEDULE C-1
TEN AND TWELVE MONTH OFFICE PERSONNEL SALARY GUIDE 2016-2017

Step	12 Month Secretary	10 Month Secretary	Accounting Clerk	12 Month Data Entry Operator	Head Bookkeeper
1	\$46,182	\$37,638	\$46,882	\$57,243	\$50,093
2-3	\$46,432	\$37,842	\$47,132	\$57,552	\$50,343
4-5	\$46,682	\$38,046	\$47,382	\$57,862	\$50,593
6-7	\$47,157	\$38,433	\$47,857	\$58,451	\$51,068
8	\$47,647	\$38,832	\$48,347	\$59,058	\$51,558
9	\$48,147	\$39,240	\$48,847	\$59,678	\$52,058
10	\$48,647	\$39,647	\$49,347	\$60,298	\$52,558
11	\$49,187	\$40,087	\$49,887	\$60,967	\$53,098
12	\$49,882	\$40,654	\$50,582	\$61,829	\$53,793
13-14	\$50,627	\$41,261	\$51,327	\$62,752	\$54,538
15-16	\$51,422	\$41,909	\$52,122	\$63,738	\$55,333
17	\$52,267	\$42,598	\$52,967	\$64,785	\$56,178
18	\$53,162	\$43,327	\$53,862	\$65,894	\$57,073
19	\$54,107	\$44,097	\$54,807	\$67,066	\$58,018
20	\$55,102	\$44,908	\$55,802	\$68,299	\$59,013
21-25	\$56,147	\$45,760	\$56,847	\$69,594	\$60,058
26	\$57,242	\$46,652	\$57,942	\$70,951	\$61,153

SCHEDULE C-1
TEN AND TWELVE MONTH OFFICE PERSONNEL SALARY GUIDE 2017-2018

Step	12 Month Secretary	10 Month Secretary	Accounting Clerk	12 Month Data Entry Operator	Head Bookkeeper
1	\$46,862	\$38,193	\$47,562	\$58,085	\$50,773
2	\$47,112	\$38,396	\$47,812	\$58,395	\$51,023
3-4	\$47,362	\$38,600	\$48,062	\$58,705	\$51,273
5-6	\$47,827	\$38,979	\$48,527	\$59,282	\$51,738
7-8	\$48,317	\$39,378	\$49,017	\$59,889	\$52,228
9	\$48,817	\$39,786	\$49,517	\$60,509	\$52,728
10	\$49,317	\$40,193	\$50,017	\$61,128	\$53,228
11	\$49,857	\$40,633	\$50,557	\$61,798	\$53,768
12	\$50,552	\$41,200	\$51,252	\$62,659	\$54,463
13	\$51,297	\$41,807	\$51,997	\$63,583	\$55,208
14-15	\$52,092	\$42,455	\$52,792	\$64,568	\$56,003
16-17	\$52,937	\$43,144	\$53,637	\$65,615	\$56,848
18	\$53,832	\$43,873	\$54,532	\$66,725	\$57,743
19	\$54,777	\$44,643	\$55,477	\$67,896	\$58,688
20	\$55,772	\$45,454	\$56,472	\$69,129	\$59,683
21	\$56,817	\$46,306	\$57,517	\$70,425	\$60,728
22	\$57,912	\$47,198	\$58,612	\$71,782	\$61,823

**SCHEDULE C-1
TEN AND TWELVE MONTH OFFICE PERSONNEL SALARY GUIDE 2018-2019**

Step	12 Month Secretary	10 Month Secretary	Accounting Clerk	12 Month Data Entry Operator	Head Bookkeeper
1	\$48,042	\$39,154	\$48,742	\$59,548	\$51,953
2	\$48,292	\$39,358	\$48,992	\$59,858	\$52,203
3	\$48,542	\$39,562	\$49,242	\$60,168	\$52,453
4-5	\$48,842	\$39,806	\$49,542	\$60,540	\$52,753
6-7	\$49,327	\$40,202	\$50,027	\$61,141	\$53,238
8-9	\$49,827	\$40,609	\$50,527	\$61,761	\$53,738
10	\$50,327	\$41,017	\$51,027	\$62,380	\$54,238
11	\$50,852	\$41,444	\$51,552	\$63,031	\$54,763
12	\$51,547	\$42,011	\$52,247	\$63,893	\$55,458
13	\$52,292	\$42,618	\$52,992	\$64,816	\$56,203
14	\$53,087	\$43,266	\$53,787	\$65,801	\$56,998
15-16	\$53,932	\$43,955	\$54,632	\$66,849	\$57,843
17-18	\$54,827	\$44,684	\$55,527	\$67,958	\$58,738
19	\$55,772	\$45,454	\$56,472	\$69,129	\$59,683
20	\$56,767	\$46,265	\$57,467	\$70,363	\$60,678
21	\$57,812	\$47,117	\$58,512	\$71,658	\$61,723
22	\$58,907	\$48,009	\$59,607	\$73,015	\$62,818

**SCHEDULE C-2
TEN AND TWELVE MONTH OFFICE PERSONNEL ADVANCEMENT/PLACEMENT
CHART**

BASE YEAR 2015-16 STEP		YEAR ONE 2016-17 STEP		YEAR TWO 2017-18 STEP		YEAR THREE 2018-19 STEP
				1	→	1
		1	→	2	→	2
1,2	→	2-3	→	3-4	→	3
3,4	→	4-5	→	5-6	→	4-5
5,6	→	6-7	→	7-8	→	6-7
7	→	8	→	9	→	8-9
8	→	9	→	10	→	10
9	→	10	→	11	→	11
10	→	11	→	12	→	12
11	→	12	→	13	→	13
12,13	→	13-14	→	14-15	→	14
14-15	→	15-16	→	16-17	→	15-16
16	→	17	→	18	→	17-18
17	→	18	→	19	→	19
18	→	19	→	20	→	20
19	→	20	→	21	→	21
20-24	→	21-25	→	22	→	22
25-29	→	26	→	22	→	22
30+	→	26	→	22	→	22

**SCHEDULE D-1
INSTRUCTIONAL ASSISTANTS
SALARY GUIDE**

2016-2017		2017-2018		2018-2019	
Step	Salary	Step	Salary	Step	Salary
1	\$31,072	1	\$31,932	1	\$32,731
2	\$31,562	2	\$32,382	2	\$33,181
3	\$32,052	3	\$32,832	3	\$33,631
4	\$32,542	4	\$33,282	4	\$34,081

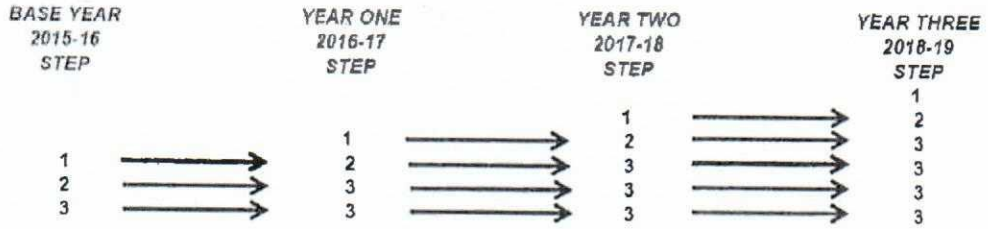
**SCHEDULE D-2
INSTRUCTIONAL ASSISTANTS
ADVANCEMENT-PLACEMENT CHART**

BASE YEAR 2015-16 STEP	YEAR ONE 2016-17 STEP	YEAR TWO 2017-18 STEP	YEAR THREE 2018-19 STEP
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4

**SCHEDULE E-1
TEN AND TWELVE MONTH CLERICAL ASSISTANTS
SALARY GUIDE**

2016-2017		2017-2018		2018-2019	
Step	Hourly Rate	Step	Hourly Rate	Step	Hourly Rate
1	\$24.04	1	\$24.65	1	\$25.27
2	\$24.19	2	\$24.80	2	\$25.42
3	\$24.34	3	\$24.95	3	\$25.57

SCHEDULE E-2
TEN AND TWELVE MONTH CLERICAL ADVANCEMENT-PLACEMENT CHART



**SCHEDULE F
LUNCH AIDES
SALARY GUIDE**

2016-2017		2017-2018		2018-2019	
Step	Hourly Rate	Step	Hourly Rate	Step	Hourly Rate
1	\$18.34	1	\$18.70	1	\$19.21
2	\$18.84	2	\$19.20	2	\$19.71
3	\$19.34	3	\$19.70	3	\$20.21
4	\$19.84	4	\$20.20	4	\$20.71
5	\$20.74	5	\$21.07	5	\$21.46

**SCHEDULE G
PARKING LOT ATTENDANT
SALARY GUIDE**

2016-2017	2017-2018	2018-2019
Hourly Rate	Hourly Rate	Hourly Rate
\$23.08	\$23.66	\$24.25

**SCHEDULE H
TRANSPORTATION AIDES
SALARY GUIDE**

2016-2017

Hourly Rate

\$23.57

2017-2018

Hourly Rate

\$24.16

2018-2019

Hourly Rate

\$24.76

**SCHEDULE I
ATHLETIC COACHES SALARY GUIDE - 2016-2019**

	HEAD COACHES			FIRST ASSISTANTS			ASSISTANT COACHES			MIDDLE SCHOOL COACHES		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
LEVEL I												
Football	\$10,170	\$10,475	\$10,789	\$7,119	\$7,333	\$7,553	\$6,611	\$6,809	\$7,013	\$5,288	\$5,447	\$6,042
LEVEL II												
Boys Track	\$8,547	\$8,803	\$9,068	\$5,983	\$6,162	\$6,347	\$5,556	\$5,722	\$5,894	\$4,444	\$4,578	\$5,078
Girls Track	\$8,547	\$8,803	\$9,068	\$5,983	\$6,162	\$6,347	\$5,556	\$5,722	\$5,894	\$4,444	\$4,578	\$5,078
Winter Track	\$8,547	\$8,803	\$9,068	\$5,983	\$6,162	\$6,347	\$5,556	\$5,722	\$5,894	\$4,444	\$4,578	\$5,078
Baseball	\$8,547	\$8,803	\$9,068	\$5,983	\$6,162	\$6,347	\$5,556	\$5,722	\$5,894	\$4,444	\$4,578	\$5,078
Softball	\$8,547	\$8,803	\$9,068	\$5,983	\$6,162	\$6,347	\$5,556	\$5,722	\$5,894	\$4,444	\$4,578	\$5,078
LEVEL III												
Boys Basketball	\$8,177	\$8,422	\$8,675	\$5,724	\$5,896	\$6,072	\$5,315	\$5,475	\$5,639	\$4,252	\$4,380	\$4,858
Girls Basketball	\$8,177	\$8,422	\$8,675	\$5,724	\$5,896	\$6,072	\$5,315	\$5,475	\$5,639	\$4,252	\$4,380	\$4,858
Wrestling	\$8,177	\$8,422	\$8,675	\$5,724	\$5,896	\$6,072	\$5,315	\$5,475	\$5,639	\$4,252	\$4,380	\$4,858
LEVEL IV												
Boys Lacrosse	\$7,977	\$8,216	\$8,463	\$5,584	\$5,751	\$5,924	\$5,185	\$5,341	\$5,501	\$4,148	\$4,272	\$4,739
Girls Lacrosse	\$7,977	\$8,216	\$8,463	\$5,584	\$5,751	\$5,924	\$5,185	\$5,341	\$5,501	\$4,148	\$4,272	\$4,739
Boys Soccer	\$7,977	\$8,216	\$8,463	\$5,584	\$5,751	\$5,924	\$5,185	\$5,341	\$5,501	\$4,148	\$4,272	\$4,739
Girls Soccer	\$7,977	\$8,216	\$8,463	\$5,584	\$5,751	\$5,924	\$5,185	\$5,341	\$5,501	\$4,148	\$4,272	\$4,739
LEVEL V												
Boys Swimming	\$7,379	\$7,600	\$7,828	\$5,165	\$5,320	\$5,480	\$4,796	\$4,940	\$5,088	\$3,837	\$3,952	\$4,384
Girls Swimming	\$7,379	\$7,600	\$7,828	\$5,165	\$5,320	\$5,480	\$4,796	\$4,940	\$5,088	\$3,837	\$3,952	\$4,384
Boys Cross Country	\$7,379	\$7,600	\$7,828	\$5,165	\$5,320	\$5,480	\$4,796	\$4,940	\$5,088	\$3,837	\$3,952	\$4,384
Girls Cross Country	\$7,379	\$7,600	\$7,828	\$5,165	\$5,320	\$5,480	\$4,796	\$4,940	\$5,088	\$3,837	\$3,952	\$4,384

	HEAD COACHES			FIRST ASSISTANTS			ASSISTANT COACHES			MIDDLE SCHOOL COACHES		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
LEVEL V (cont.)												
Field Hockey	\$7,379	\$7,600	\$7,828	\$5,165	\$5,320	\$5,480	\$4,796	\$4,940	\$5,088	\$3,837	\$3,952	\$4,384
Boys Ice Hockey	\$7,379	\$7,600	\$7,828	\$5,165	\$5,320	\$5,480	\$4,796	\$4,940	\$5,088	\$3,837	\$3,952	\$4,384
Girls Ice Hockey	\$7,379	\$7,600	\$7,828	\$5,165	\$5,320	\$5,480	\$4,796	\$4,940	\$5,088	\$3,837	\$3,952	\$4,384
LEVEL VI												
Boys Tennis	\$6,183	\$6,368	\$6,560	\$4,328	\$4,458	\$4,592	\$4,019	\$4,140	\$4,264	\$3,215	\$3,312	\$3,673
Girls Tennis	\$6,183	\$6,368	\$6,560	\$4,328	\$4,458	\$4,592	\$4,019	\$4,140	\$4,264	\$3,215	\$3,312	\$3,673
Gymnastics	\$6,183	\$6,368	\$6,560	\$4,328	\$4,458	\$4,592	\$4,019	\$4,140	\$4,264	\$3,215	\$3,312	\$3,673
Boys Volleyball	\$6,183	\$6,368	\$6,560	\$4,328	\$4,458	\$4,592	\$4,019	\$4,140	\$4,264	\$3,215	\$3,312	\$3,673
Girls Volleyball	\$6,183	\$6,368	\$6,560	\$4,328	\$4,458	\$4,592	\$4,019	\$4,140	\$4,264	\$3,215	\$3,312	\$3,673
LEVEL VII												
Fall Cheerleading	\$5,185	\$5,341	\$5,501	\$3,630	\$3,738	\$3,851	\$3,370	\$3,471	\$3,575	\$2,696	\$2,777	\$3,080
Winter Cheerleading	\$5,185	\$5,341	\$5,501	\$3,630	\$3,738	\$3,851	\$3,370	\$3,471	\$3,575	\$2,696	\$2,777	\$3,080
Boys Golf	\$5,185	\$5,341	\$5,501	\$3,630	\$3,738	\$3,851	\$3,370	\$3,471	\$3,575	\$2,696	\$2,777	\$3,080
Girls Golf	\$5,185	\$5,341	\$5,501	\$3,630	\$3,738	\$3,851	\$3,370	\$3,471	\$3,575	\$2,696	\$2,777	\$3,080

Entry level shall be established by superintendent in consultation with principals and athletic director. There are three (3) years between steps; therefore, it takes seven (7) years to reach Step 3.

First Assistants receive 70% of the head coaching position at their own level of experience. All other Assistants receive 65% of the head coaching position at their own level of experience. Middle School coaches will receive 80% of the asst coaching position at their own level of experience.

By way of example: If the football coach were on Step 1 @ \$10,170 but the First Assistant had been in the position for seven or more years, his/her rate of pay would be based upon 70% of the head coaching stipend @ Step 3.

**SCHEDULE J-1
CUSTODIANS AND MAINTENANCE PERSONNEL SALARY GUIDE
2016-2017**

Step	Custodian	E.S. Custodian	M.S. Custodian Maintenance Mechanic	H.S. Custodian
1	\$ 34,470	\$ 37,770	\$ 41,770	\$ 42,370
2-4	\$ 34,845	\$ 38,145	\$ 42,145	\$ 42,745
5-6	\$ 35,275	\$ 38,575	\$ 42,575	\$ 43,175
7	\$ 35,675	\$ 38,975	\$ 42,975	\$ 43,575
8	\$ 36,075	\$ 39,375	\$ 43,375	\$ 43,975
9	\$ 36,485	\$ 39,785	\$ 43,785	\$ 44,385
10	\$ 36,985	\$ 40,285	\$ 44,285	\$ 44,885
11	\$ 37,535	\$ 40,835	\$ 44,835	\$ 45,435
12	\$ 38,235	\$ 41,535	\$ 45,535	\$ 46,135
13	\$ 39,035	\$ 42,335	\$ 46,335	\$ 46,935
13A	\$ 40,195	\$ 43,495	\$ 47,495	\$ 48,095
13B	\$ 41,470	\$ 44,770	\$ 48,770	\$ 49,370
14	\$ 42,845	\$ 46,145	\$ 50,145	\$ 50,745
15	\$ 44,950	\$ 48,250	\$ 52,250	\$ 52,850
15A	\$ 47,105	\$ 50,405	\$ 54,405	\$ 55,005
16	\$ 49,310	\$ 52,610	\$ 56,610	\$ 57,210
16A	\$ 51,565	\$ 54,865	\$ 58,865	\$ 59,465
17	\$ 53,870	\$ 57,170	\$ 61,170	\$ 61,770
18	\$ 56,225	\$ 59,525	\$ 63,525	\$ 64,125
19	\$ 57,175	\$ 60,475	\$ 64,475	\$ 65,075
20	\$ 57,675	\$ 60,975	\$ 64,975	\$ 65,575

SCHEDULE J-1
 CUSTODIANS AND MAINTENANCE PERSONNEL SALARY GUIDE
 2017-2018

Step	Custodian	E.S. Custodian	M.S. Custodian Maintenance Mechanic	H.S. Custodian
1-2	\$ 34,900	\$ 38,200	\$ 42,200	\$ 42,800
3-5	\$ 35,250	\$ 38,550	\$ 42,550	\$ 43,150
6-7	\$ 35,650	\$ 38,950	\$ 42,950	\$ 43,550
8	\$ 36,050	\$ 39,350	\$ 43,350	\$ 43,950
9	\$ 36,465	\$ 39,765	\$ 43,765	\$ 44,365
10	\$ 36,965	\$ 40,265	\$ 44,265	\$ 44,865
11	\$ 37,515	\$ 40,815	\$ 44,815	\$ 45,415
12	\$ 38,215	\$ 41,515	\$ 45,515	\$ 46,115
13	\$ 39,015	\$ 42,315	\$ 46,315	\$ 46,915
14	\$ 40,175	\$ 43,475	\$ 47,475	\$ 48,075
14A	\$ 41,450	\$ 44,750	\$ 48,750	\$ 49,350
14B	\$ 42,825	\$ 46,125	\$ 50,125	\$ 50,725
15	\$ 44,925	\$ 48,225	\$ 52,225	\$ 52,825
16	\$ 47,075	\$ 50,375	\$ 54,375	\$ 54,975
16A	\$ 49,275	\$ 52,575	\$ 56,575	\$ 57,175
17	\$ 51,525	\$ 54,825	\$ 58,825	\$ 59,425
17A	\$ 53,825	\$ 57,125	\$ 61,125	\$ 61,725
18	\$ 56,175	\$ 59,475	\$ 63,475	\$ 64,075
19	\$ 57,175	\$ 60,475	\$ 64,475	\$ 65,075
20	\$ 58,175	\$ 61,475	\$ 65,475	\$ 66,075

SCHEDULE J-1
CUSTODIANS AND MAINTENANCE PERSONNEL SALARY GUIDE
2018-2019

Step	Custodian	E.S. Custodian	M.S. Custodian Maintenance Mechanic	H.S. Custodian
1	\$ 34,915	\$ 38,215	\$ 42,215	\$ 42,815
2-3	\$ 35,265	\$ 38,565	\$ 42,565	\$ 43,165
4-6	\$ 35,615	\$ 38,915	\$ 42,915	\$ 43,515
7-8	\$ 36,005	\$ 39,305	\$ 43,305	\$ 43,905
9	\$ 36,405	\$ 39,705	\$ 43,705	\$ 44,305
10	\$ 36,905	\$ 40,205	\$ 44,205	\$ 44,805
11	\$ 37,455	\$ 40,755	\$ 44,755	\$ 45,355
12	\$ 38,155	\$ 41,455	\$ 45,455	\$ 46,055
13	\$ 38,965	\$ 42,265	\$ 46,265	\$ 46,865
14	\$ 40,115	\$ 43,415	\$ 47,415	\$ 48,015
15	\$ 41,390	\$ 44,690	\$ 48,690	\$ 49,290
15A	\$ 42,765	\$ 46,065	\$ 50,065	\$ 50,665
15B	\$ 44,860	\$ 48,160	\$ 52,160	\$ 52,760
16	\$ 47,005	\$ 50,305	\$ 54,305	\$ 54,905
17	\$ 49,200	\$ 52,500	\$ 56,500	\$ 57,100
17A	\$ 51,445	\$ 54,745	\$ 58,745	\$ 59,345
18	\$ 53,740	\$ 57,040	\$ 61,040	\$ 61,640
18A	\$ 56,085	\$ 59,385	\$ 63,385	\$ 63,985
19	\$ 57,175	\$ 60,475	\$ 64,475	\$ 65,075
20	\$ 58,675	\$ 61,975	\$ 65,975	\$ 66,575

SCHEDULE J-2

CUSTODIANS AND MAINTENANCE PERSONNEL ADVANCEMENT/PLACEMENT CHART

BASE YEAR 2015-16 STEP	YEAR ONE 2016-17 STEP	YEAR TWO 2017-18 STEP	YEAR THREE 2018-19 STEP
	1	1-2	1
1,2,3	2-4	3-5	2-3
4,5	5-8	6-7	4-6
6	7	8	7-8
7	8	9	9
8	9	10	10
9	10	11	11
10	11	12	12
11	12	13	13
12	13	14	14
12A	13A	14A	15
12B	13B	14B	15A
13	14	15	15B
14	15	16	16
14A	15A	16A	17
15	16	17	17A
15A	16A	17A	18
16	17	18	18A
17	18	19	19
18	19	20	20
19	20	20	20

**SCHEDULE L
CO-CURRICULAR ACTIVITIES
STIPENDS**

CLUB	2016-2019
HIGH SCHOOL	
Academic Team	\$2,187
Affirmative Action	\$1,037
Amnesty International (2)	\$1,037
Assistant Band Director	\$3,062
Assistant Robotics	\$1,311
Band Council	\$552
Band Director	\$5,092
Band Front (2)	\$2,451
Biology Team	\$2,187
Bursar	\$4,811
Channel 14	\$2,101
Chemistry Team	\$2,187
Choreographer	\$2,626
Chorus Council	\$552
COTIC/STAND	\$1,037
Drill Team	\$1,414
Earth Science Team	\$2,187
Fencing	\$1,414
Fine Arts Calendar	\$827
French Honor Society	\$552
Freshman Class (2)	\$2,101
Freshman Transition/Peer Mentor Advisors (4)	\$725
Future Educators of America	\$1,037
Gay-Straight Alliance	\$1,037
German Honor Society	\$552
Get Connected	\$552
HHS Debate/Model Congress (3)	\$1,414
HHS Debate/Model U.N. (3)	\$1,796
Interact	\$1,037
Internship Advisor	\$2,187
Italian Honor Society	\$552
Jazz Band	\$2,901
Junior Class (2)	\$2,451
Junior Drama (Fall)	\$1,268
Junior Drama (Spring)	\$1,268
Latin Honor Society	\$552
Literary Magazine	\$1,925
Loud Speakers	\$552
Math Team	\$2,187
Mock Trial	\$1,243

CLUB	2016-2019
Musical Set Construction	\$1,925
Musical Stage Director	\$2,537
National Art Honor Society	\$827
National Honor Society	\$3,234
Newspaper Advisor (Voice)	\$2,798
NHS Faculty Council (5)	\$552
Olympic Weightlifting	\$1,414
PALS (Peers Assisting Learning Support)	\$1,243
Philosophy	\$997
Physics Team	\$2,187
Ping Pong	\$990
Powerlifting	\$2,187
PRIDE	\$552
PUSH	\$1,161
REBEL	\$552
Red Cross Club	\$552
Regional/All State Band	\$746
Regional/All State Chorus	\$746
Robotics	\$2,187
Rugby	\$1,414
School Musical	\$4,462
Science Olympiad	\$2,187
Senior Class (2)	\$2,974
Sophomore Class (2)	\$2,101
Spanish Honor Society	\$552
Stage Equipment	\$827
Student Council (2)	\$2,263
Teen Arts	\$552
Tri-M National Music Honor Society	\$827
Waksman Scholar	\$2,187
Writer's Circle	\$1,037
Yearbook	\$4,025
MIDDLE SCHOOL	
Drama Club 2 @	\$1,825
Future Teachers of America	\$994
Grade 8 Class	\$3,589
Jazz Band	\$1,990
Middle School Bursar	\$450
Newspaper	\$2,360
Regional Intermediate Band	\$746
Regional Intermediate Chorus	\$746
Robotics	\$1,750
Student Council (2) @	\$1,809
Science Olympiad	\$3,589

CLUB	2016-2019
Yearbook	\$2,626
AUTEN ROAD INTERMEDIATE SCHOOL	
Band/Orchestra	\$1,292
Chorus	\$646
Student Council	\$1,292
Yearbook	\$1,164
ELEMENTARY	
Family Math (Per Teacher - Session)	\$124
Family Science (Per Teacher - Session)	\$124
Family Tools & Technology (Per Teacher - Session)	\$124
DISTRICT	
Intramurals (12-1/3)	\$3,589
Web Site Manager	\$4,525

ADDITIONAL ITEMS

I. Class Coverage

- A. Teachers will receive the following amounts per class during their conference and preparation time during the term of the Agreement: \$23.00 for the High School (50 minutes) and \$18.00 for the Middle and Elementary Schools (40 minutes).

II. Chaperone Stipend


The following stipend per event shall be paid during the time of this Agreement: \$47.03 for the duration of the agreement.

III. Home Instruction and Curriculum Development

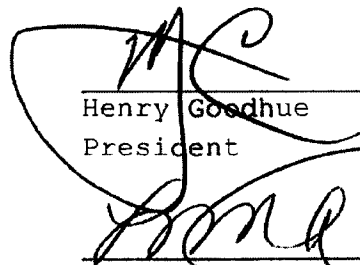
Teachers shall receive compensation at the rate of \$41.00 for any home instruction and for curriculum development authorized by the Board through the Superintendent during the term of this Agreement. A teacher who attends a scheduled home instruction session shall receive no less than one hour's payment even if the student fails to attend such session.

IN WITNESS THEREOF we have hereunto set our hands and seals the day and year first above written, and all officers whose signatures are affixed hereto verify that this Agreement has been ratified by each respective party and such officer is authorized to affix his signature hereto.

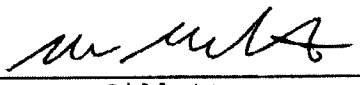
Hillsborough Education
Association



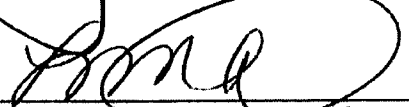
Board of Education of
the Township of Hillsborough



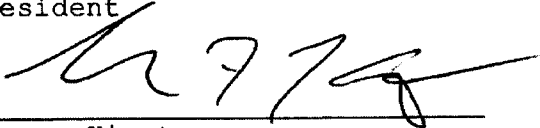
Henry Goodhue
President



Gregory Gillette
President



Lynne Lenches Derwid



Thomas Kinst
Negotiations Committee Chair

**Addendum to the Collective Negotiations Agreement
Between the Hillsborough Township Board of Education
And the Hillsborough Education Association**

WHEREAS, the Hillsborough Board of Education ("the Board") and the Hillsborough Education Association ("the Association") are parties to a collective negotiations agreement for the 2016-2017 through 2018-2019 school years (hereinafter referred to as the "Agreement"); and

WHEREAS, the Board and the Association believe that the current provisions pertaining to Article 8 SCHOOL CALENDAR should be modified to address mutual concerns held by both parties; and

WHEREAS, in order to institute the desired modifications, the parties are required to execute an Addendum to the Agreement to memorialize changes to the Agreement providing for such scheduling;

NOW, THEREFORE, based upon the foregoing premises and mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Modification to the Agreement.** Article 8.2.1 of the Agreement shall be modified with the following language, restoring it to the language of the predecessor contract (restored language in **BOLD**):

8.2.1. **Effective July 1, 2008**, the school year for school nurses will be extended five (5) days to one hundred ninety (190) days. The additional five (5) days will be scheduled in conjunction with the building principal and/or Assistant Superintendent between the end of each school year **in June** and the start of each new school year **in September**. The additional five (5) days shall be paid pro rata in accordance with District practice.

2. **No other provisions affected.** All of the remaining terms and conditions in the Agreement not specifically addressed herein shall remain in full force and effect.
3. **Execution of the Addendum and incorporation into the Agreement.** A signed copy of this Addendum shall be attached to all official copies (both digital and paper) of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by the Board and the Association, said Addendum is to become effective and operative upon the fixing of the last signature hereto.

WITNESS:



Aiman Mahmoud
Board Secretary/Business Administrator

**HILLSBOROUGH TOWNSHIP
BOARD OF EDUCATION**

By: 

Gregory Gillette
Board President

Date: 1/31/17

Date: 1-31-17

WITNESS:



Dated: 1/31/17

HILLSBOROUGH EDUCATION ASSOCIATION

By: 

Henry Goodhue
President

Dated: 1/31/17