LIBRARY
Institute of Management and
Labor Relations

THIS DOES NOT CLACULATE

BUTGERS UNIVERSITY

HILLSDALE BOARD OF EDUCATION (Emply)

HILLSDALE EDUCATION ASSOCIATION

HILLSDALE, NEW JERSEY

AGREEMENT FOR 1986-87

1987-88

TABLE OF CONTENTS

ARTICLE		PAGE
ı.	Recognition and Notice to Parties	1
II.	Grievance Procedure	2
III.	Salaries	3
IV.	Temporary Leaves of Absence	4
v.	Extended Leaves of Absence	5
· AI.	Use of School Facilities	6
vii.	Teacher Assignment	7
VIII.	Teacher Vacancies	7 e
IX.	Personnel Files	8
x.	Health Program Coverage	9
XI.	Extra Curricular Compensation	10
XII.	Payment for Unused Sick Leave	11
XIII.	Duration of Agreement	12
SCHEDULES		
Α.	Teachers' Salary Guide 1986-87, 1987-88	A
A-1	Integral Aspects of the Salary Guide	A-1
A-2	Associated Policy	A-2-5
В.	Nurses' Salary Guide 1986-87, 1987-88	В
	Related Board Policies	13-15

ARTICLE I

RECOGNITION

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

- A. All full-time, certificated personnel under contract, except supervisory and executive personnel.
- B. Part-time Spanish teachers.
- C. Part-time typing teachers.
- D. Part-time Physical Education teachers.
- E. Part-time speech teachers.
- F. Part-time social workers.
- G. All personnel, except supervisory and executive personnel, who are employed by the Hillsdale Board of Education as full-time, certificated personnel under contract as of July 1, 1986 and who are subsequently involuntarily transferred by action of the Hillsdale Board of Education to a part-time, certificated position.

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

NOTICE TO PARTIES

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

If by the Association to the Board:

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

If by the Board to the Association:

Association President School Building Address or Home Address

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

ARTICLE II

GRIEVANCE PROCEDURE

Definition

A "grievance" shall mean a complaint by an employee of the Public School System or the Hillsdale Education Association that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of the contract, an administrative decision, including a disciplinary determination, and/or an established policy governing employees except that the term "grievance" shall not apply to:

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

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

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

Procedure

<u>Level I - Principal</u> (Informal)

Any employee who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

Level II - Principal

If as a result of the discussion the matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his grievance in writing to the principal specifying:

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

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

Level III - Superintendent

The employee may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The superintendent shall communicate his decision in writing to the employee and the principal.

Level IV - Board of Education

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the Board of Education within 5 calendar days following the receipt of such request by the superintendent. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee and render a decision in writing within 20 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

Level V - Arbitrator

If the employee is dissatisfied with the decision of the Board of Education the employee or the Education Association may request the appointment of an arbitrator, such request to be made known to the superintendent no later than two weeks after the decision, in writing, of the Board of Education was made known. Nothing in this Agreement shall prevent the Board and the Association from requesting arbitration on items which are in consonant with the definition of grievance.

The procedure of this "Level V" shall not be available for the grievance of administrative decisions, including disciplinary determinations; it being the intention of the parties to this Agreement that such grievances shall not proceed beyond the procedure of "Level IV".

ARTICLE II (cont'd)

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

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

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

Costs

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

ARTICLE III

SALARIES

A. Salaries for all full-time certificated personnel, exclusive of supervisory and executive personnel, shall be as set forth in this Agreement.

B. Manner of Payment

- Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- 2. Employees may individually elect to have a fixed sum (in multiples of \$5.00) deducted from their pay. These funds, as provided in Chapter 310, Laws of 1966, shall be paid to a Credit Union, organized under the laws of this State or of the United States, the membership of which is limited to public employees.

Written authorization for such deductions shall be made according to a standard contract form provided by the Hillsdale Board of Education.

3. The staff will be informed of the pay schedule for the school year by the first pay period in September.

AKTICLE IV

TEMPORARY LEAVES OF ABSENCE

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

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

B. PROFESSIONAL DAYS

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

C. DEATH IN THE IMMEDIATE FAMILY

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

D. DEATH OUTSIDE THE IMMEDIATE FAMILY

One day at any one time in the event of death of a relative. If death
occurs at a distance, extended time for traveling may be granted with
pay, less the established rate of substitute.

<u>. (</u> (cent d)

In the event of the death of a teacher or student in the school district, a representative number of teachers, such number to be at the principal's discretion, shall be granted time off to attend the funeral.

E. ILLNESS OR EMERGENCY IN IMMEDIATE FAMILY

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

F. MILITARY

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

G. SICK LEAVE

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

ARTICLE V

EXTENDED LEAVES OF ABSENCE

A. MILITARY

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

B. NON-MILITARY NATIONAL SERVICE

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

C. MATERNITY

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

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

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

C. MATERNITY (cont'd)

- 2. b. The grant of maternity leave to a nontenured teacher shall under no circumstances be deemed to be an offer of employment within the meaning of N.J.S. 18A:27-10 for any school year or portion of a school year in which such leave is granted.
 - c. If a tenured teacher wishes to return to work after the close of the school year, she may do so at the beginning of the first, second, or third September 1st following the date she left provided she gives the Board notice in writing on or before April 1st of the year she intends to return. If a tenured teacher wishes to return to school on the first, second, or third February 1st she must give notice in writing to the Board by the previous November 1st.
- 3. No teacher shall be removed from her teaching duties during pregnancy solely because she is pregnant. She may be removed based upon one of the following conditions:
 - a. Her teaching performance has substantially declined from the accepted standard of performance established for the teachers in which such teacher is employed.
 - b. The teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by a third physician jointly selected by the Board's and the teacher's physician whose opinion on medical capacity shall be final and binding.
 - c. Any other grounds for which a nonpregnant teacher may be removed.
- 4. A female teacher adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.

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

D. ILLNESS IN THE IMMEDIATE FAMILY

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

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

E. RETURN FROM LEAVE

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

ARTICLE VI

USE OF SCHOOL FACILITIES

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

ARTICLE VII TEACHER ASSIGNMENT

- A. Teachers will be given written notice of their tentative assignment to grade, and/or subject area, and building for the ensuing year on the date of issuance of contracts. In the event changes in assignment become necessary, the teacher or teachers affected will be notified in writing. Such teachers shall have the option of meeting with the Superintendent or his representative to discuss the changes involved. Final decision of assignment will remain the prerogative of the Superintendent.
- B. The parties to this Agreement recognize that it is difficult, if not impossible, to schedule teacher preparation time and pupil contact time in a manner which would eliminate all instances of unequal work load among teaching staff personnel because of factors such as unexpected absences of teaching staff personnel, budgetary constraints and the need of supervisory personnel to have flexibility in making assignments to meet emergencies and the like. In an effort to minimize such instances of unequal work load, however, the parties

hereto agree that no later than July 1st of each school year the Principal of each school shall prepare and deliver to the Association President a written schedule setting forth the estimated teacher preparation time and the estimated pupil contact time for each certificated teaching staff member covered by the terms of this Agreement for such school for each school day of that school year. In preparing such schedule, the Principal of each school shall make an earnest effort to satisfy the following criteria:

- (1) Full-time teaching staff members required to sign in at 8:30 a.m. in the school building to which they are assigned shall have as an optimum two hundred (200) minutes per week of preparation time but no less than one hundred eighty (180) minutes per week of such preparation time. Such teaching staff members who are part-time shall have a pro-rata share of such preparation time.
- (2) Full-time teaching staff members required to sign in at 8:00 a.m. in the school building to which they are assigned shall have as an optimum four hundred twenty (420) minutes per week of preparation time but no

less than three hundred seventy-eight (378) minutes per week of such preparation time; each such teaching staff member shall have at least one, forty-two (42) minute preparation period each day which shall be counted as part of such weekly preparation time. Such teaching staff members who are part-time shall have a pro-rata share of such weekly preparation time but need not have such one, forty-two (42) minute preparation period each day.

8:00 a.m. in the George G. White School and who follow a "departmental schedule" at the George G. White School shall have no more than six (6) pupil contact periods per day of which no more than five (5) shall be teaching periods, provided, however, that the foregoing shall not apply to such teaching staff members who teach back-to-back classes of Home Economics and Industrial Arts. Such teaching staff members who teach such back-to-back classes shall have a maximum of thirty (30) pupil contact periods per week and a maximum of twenty-five (25) teaching periods per week.

The Association President shall advise the Principal of each school in writing within 20 days after receipt of the

schedule whether or not the Association approves the schedule. If the schedule is approved by the Association, it shall be considered to be the adopted schedule. If the Association does not approve the schedule, it shall suggest revisions in the schedule which would make it acceptable to the Association. The Principal shall consider the proposed revisions in the schedule and decide whether or not to accept any or all of them. decisions of the Principals shall be sent to the Association President within a period of five (5) working days from the date of receipt of the Association's notice of non-approval of the schedule. If the decisions of the Principals are not satisfactory to the Association, the Association shall have a period of five (5) working days in which to appeal the Principals' decisions to the Superintendent. The decision of the Superintendent in the matter shall be final and unappealable by the Association and shall be delivered to the Association President in writing no later than September 1 of that school year together with a copy of the schedule which is finally adopted by the Superintendent. The Superintendent and the Hillsdale Board of Education shall make a good faith attempt to adhere to the adopted schedule during the school year but it is expressly understood by and between the

parties to this Agreement that the adopted schedule shall not be legally binding upon him or the Hillsdale Board of Education.

ARTICLE VIII

TEACHER VACANCIES

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

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

The notice for each position will be posted thirty (30) calendar days prior to final date for filing of applications.

Exceptions to the above procedure

- Vacancies that require less than 30 days notice will be permitted upon Superintendent's explanation to HEA President.
- Vacancies occurring between last day of school in June and August 31.

 Notice of such vacancies will be sent to the President of HEA as soon as practicable.

ARTICLE IX

PERSONNEL FILES

A. <u>Personnel Files</u>

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

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

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

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

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

ARTICLE X HEALTH PROGRAM COVERAGE

A. Health Plan

The Board will pay the full premium for individuals eligible under State law and eligible dependents for all health insurance presently included in the New Jersey State Health Benefits Program.

B. Dental Plan

The Board shall provide for coverage of eligible employees and eligible dependents in the New Jersey Dental Plan, Inc., or other plan which is mutually acceptable. An "eligible employee" under this Paragraph B of this Article X shall be an employee who is eligible to receive the Health Plan benefits of Paragraph A of this Article X.

ARTICLE X1

EXTRA CURRICULAR COMPENSATION

The following compensations will apply provided that the following activities have prior annual approval of the Superintendent and the Board of Education.

A. Chaperones

\$25.00 per person per after school/evening event

B. Coaches

1.	Boys Basketball	-	\$1,716.00
2.	Girls Basketball	-	1,716.00
3.	Boys Track	-	858.00
4.	Girls Track •	-	858.00
5.	Wrestling	_	1,452.00
6.	Volleyball	-	1,452.00
7.	Intramural Activities	-	396.00 per person per activity
8.	Olympics of the Mind	_	1,200.00 per coach

The intramural activities provided for each school year shall be determined by the Administrative Council and the Physical Education Department in accordance with demonstrated student interest. Each activity will run a minimum of 24 hours.

C. Advisors

- 1. Cheerleader \$858.00
- Student Safety Patrol \$360.00 per person
- 3. Yearbook \$420.00
- 4. Student Council \$180.00
- 5. Newspaper \$180.00
- 6. Dramatics \$600.00 Assistants - \$240
- Assistants \$240.00 7. Graduation Director - \$180.00
- D. Locker Room Attendant When not acting as coach \$420.00 per person, per activity
- E. In-Service Course Preparation and Teaching \$21.00 per hour
- F. Teacher-in-Charge \$420.00 per year
- G. Alternate Teacher-in-Charge \$210.00 per year

ARTICLE XII -Payment for Unused Sick Leave-

- A. Subject to the conditions hereinafter set forth, an eligible employee who retires or dies on or after July 1, 1983 shall receive payment for unused sick leave. To be eligible to receive such payment, the employee must satisfy all of the following conditions:
- (1) The retirement or death of the employee must occur on or after July 1, 1983. Employees who retired or died prior to that date are not eligible.
- (2) The employee must be an employee who is covered by the terms and conditions of this collective bargaining agreement as set forth in Article I hereof.
- (3) The employee must have at least fifteen (15) years of service in the Hillsdale School District as a full time, certificated employee under contract as of the effective date of retirement or the date of death. In computing the required fifteen (15) years of service, any paid or unpaid leave of absence having a time duration of one-half of a school year or longer, other than a sabbatical leave, shall not be counted.
- (4) The employee must have at least seventyfive (75) days of accumulated sick leave as of the effective date of retirement or the date of death. In computing the required seventy-five (75) days of accumulated sick leave,

only sick leave days accruing under the provisions of N.J.S.A. 18A:30-2 shall be counted. In no event shall sick leave days accruing or awarded under the provisions of N.J.S.A. 18A:30-2.1, 18A:30-6 or any other law be counted.

- (5) Where the claim for payment of unused sick leave is based upon the retirement of the employee, the employee must have filed a bona fide application for retirement with the Teachers Pension and Annuity Fund under the provisions of N.J.S.A. 18A:66-1 et seq. and the application so filed must request the payment of a pension commencing immediately on the effective date of the employee's retirement from the Hillsdale School District; it being the intention of the parties to this agreement that a deferred retirement of the employee shall not qualify for the payment of unused sick leave.
- (6) A written application requesting payment for unused sick leave shall be filed by or on behalf of the employee with the Hillsdale Board of Education no later than twelve (12) calendar months immediately following the effective date of retirement or the date of death of the employee, whichever shall first occur. In no event shall payment for unused sick leave be made if the required application is filed after the expiration of the twelve (12) month period.
- B. Where the claim for payment of unused sick leave is based upon the retirement of an employee for reasons

other than physical or mental disability, the employee must give written notice of an intention to retire to the Hillsdale Board of Education at least six (6) calendar months prior to the effective date of retire-The written notice shall specify the effective date of retirement. Where such written notice is given by the employee later than six (6) months prior to the effective date of retirement, the Hillsdale Board of Education may, in its discretion, withhold any payment due to the employee under this Article XII for a period not to exceed six (6) months immediately following the date on which such notice is actually received by the Board. A written notice of intention to retire complying with the provisions of this Paragraph B may be filed with the Hillsdale Board of Education in lieu of the written application specified in Section (6) of Paragraph A of this Article XII if such written notice of intention to retire is filed prior to the expiration of the twelve (12) month time period specified in said Section (6) of Paragraph A; it being the intention of the parties to this agreement that no payment for unused sick leave shall be paid to any employee unless either the written application specified in Section (6) of Paragraph A or the written notice of intention to retire specified in this Paragraph B is filed with the Board prior to the expiration of the twelve (12) month period specified in Section (6) of Paragraph A.

ARTICLE XII

PAYMENT FOR UNUSED SICK LEAVE

(continued)

- C. Payment for unused, accumulated sick leave under this Article XII shall be at the rate of \$45.00 per day for all days of unused sick leave accumulated by an elegible employee provided, however, that the maximum total payment to any elegible employee for all days of unused sick leave accumulated by the employee shall not exceed the total sum of \$7,500.00. Payment shall be made only for unused sick leave days accumulated by an elegible employee under the provisions of N.J.S.A. 18A:30-2 and not under any other provision of law. Sick leave days accumulated by an employee while serving in a part time position shall not be elegible for payment. No payment shall include interest of any kind.
- (1) When the employee is living at the time of payment of this benefit, payment shall be made directly to the employee.
- (2) When the employee is deceased at the time of payment of this benefit, payment shall be made to the person named by the employee as beneficiary to receive this benefit on a "Beneficiary Designation" form provided by the Hillsdale Board of Education. If the employee shall fail to name a beneficiary to receive this benefit or if the person so named shall be deceased at the time of payment of this benefit, payment shall be made to the executor or administrator of the employee's estate.

ARTICLE XII

PAYMENT FOR UNUSED SICK LEAVE

(continued)

D. It is understood and agreed by and between the parties hereto that all or any part of the subject matter set forth in this Article XII of this Agreement shall not be the subject of collective bargaining negotiations between the parties hereto until such time as collective bargaining negotiations take place between the parties hereto for the contract for the 1991-1992 school year; it being the intention of the parties hereto that payment for unused sick leave shall be deemed to be a non-negotiable item in collective bargaining negotiations until that time.

ARTICLE XIII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1986 and shall continue in effect for a period of two years ending June 30, 1988, provided, however, that if a successor Agreement is not entered into between the parties hereto on or before July 1, 1988, the present Agreement shall remain operative and binding upon the parties until such successor Agreement becomes effective.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first written.

HILLSDALE EUDCATION ASSOCIATION

BY

ARLENE BERMAN President

BY

Patricia Meisterich

PATRICIA MEISTERICH Secretary

HILLSDALE BOARD OF EDUCATION

BY

JOHN J LEE President

BY

MICHAEL A. COLUCCI

Secretary

HILLSDALE BOARD OF EDUCATION HILLSDALE, NEW JERSEY

TEACHERS' SALARY GUIDE 1986-87

SCHEDULE A

Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$18,788	\$19,406	\$20,132	\$21,042	\$22,027	\$23,184
2	19,412	20,155	21,056	21,966	- 22,963	24,134
3	20,148	20,904	21,979	22,889	23,898	25,082
4	20,885	21,814	22,902	23,811	24,835	26,030
5	21,621	22,725	23,826	24,736	25,771	27,178
6	22,520	23,637	24,750	25,659	26,907	28,326
7	23,418	24,548	25,673	26,583	28,042	29,474
8	24,517	25,658	26,796	27,707	29,177	30,623
9	25,615	26,769	27,920	28,830	30,313	31,771
10	26,713	27,879	29,043	29,953	31,449	32,919
11	27,811	28,990	30,166	31,075	32,585	34,067
12	28,909	30,101	31,526	32,436	33,957	35,452
13	30,244	31,449	32,886	33,796	35,330	36,837
14	31,579	32,796	34,246	35,157	36,703	38,222
15	33,353	34,615	36,057	36,958	38,495	40,023

HILLSDALE BOARD OF EDUCATION HILLSDALE, NEW JERSEY

TEACHERS' SALARY GUIDE 1987-88

SCHEDULE A

Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$20,385	\$21,056	\$21,843	\$22,831	\$23,899	\$25,155
2	21,062	21,868	22,846	23,833	24,915	26,185
3	21,861	22,681	23,847	24,835	25,929	27,214
4	22,660	23,668	.24,849	25,835	26,946	28,243
5	23,459	24,657	25,851	26,839	27,962	29,488
6	24,434	25,646	26,854	27,840	29,194	30,734
7	25,409	26,635	27,855	28,843	30,426	31,979
8	26,601	27,839	29,074	30,062	31,657	33,226
9	27,792	29,044	30,293	31,281	32,890	34,472
10	28,984	30,249	31,512	32,499	34,122	35,717
11	30,175	31,454	32,730	33,716	35,355	36,963
12	31,366	32,660	34,206	35,193	36,843	38,465
13	32,815	34,122	35,681	36,669	38,333	39,968
14	34,263	35,584	37,157	38,145	39,823	41,471
15	36,188	37,557	39,122	40,099	41,767	43,425

- A satisfactory rating by the administrative staff each year is essential for an increase to be granted.
- 2. Evidence of continued professional growth in each three-year period, beginning July 1, 1968 will be required, i.e.: a third increment will not be granted to a teacher who does not present evidence of such activity.
- 3. The Board of Education agrees to compensate staff members who have completed the following years of service in the Hillsdale School System at the indicated annual stipend:

Commencing July 1, 1986

15 years \$ 500.00 18 years 1,000.00 21 years 1,500.00 24 years or 2,000.00 more

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

ASSOCIATED POLICY

- I. Recognition of interim stages of professional study:
 - A. A grade of "B" will be required for salary credit in the B.A.+15 or B.A.+30, and M.A.+15 or M.A.+30 columns.

 An evaluation of "passing" is required, in the case of a "pass-fail" course, for salary credit in the B.A.+15 or B.A.+30, and M.A.+15 or M.A.+30 columns.
 - B. Contracts will be issued prior to April 30th for the ensuing year on the basis of credits employee anticipates by September 1. Evidence that such credit status has been achieved must be submitted during the first week of September. In the absence of such evidence, salary will be adjusted to reflect previous guide preparation position. Notice of assignment will accompany contractual offer, subject to Article VII.
 - c. The following credits will be recognized for salary purposes:
 - 1. The B.A.+15 or B.A.+30 columns require approved graduate college credits applicable to an area of certification usable in the grades K-8 in the Hillsdale School District.
 - 2. The Master's Degree column requires:

A Master's Degree from a college or university accredited for teacher training in the area of certification usable in grades K-8.

The Master's +15 or M.A.+30 columns require approved graduate college credits applicable to an area of certification usable in the grades K-8 in the Hillsdale School District.

ASSOCIATED POLICY (continued)

3. Eight graduate credits earned in "pass-fail" courses can be recognized for salary purposes on each interim step of salary guide. The Board of Education shall receive a letter of verification that such courses are of graduate level.

Courses other than the aforementioned, to be applied to interim stages of the salary guide, must have prior written approval of the Superintendent.

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

The following language shall be applicable only to those employees hired after January 1, 1980.

"All courses to be used for credit in above columns must be completed subsequent to the last degree held by the teacher."

- 4. Bergen County Education Association sponsored courses may be recognized for salary purposes using the following procedure:
 - (a) Application for approval for credit purposes must be made in writing to the Equivalency Credit Committee in advance of registration. Applications may be obtained from each Principal.
 - (b) A Committee consisting of one Principal, appointed by the Board, and one teacher member, elected by the H.E.A., shall review applications for graduate equivalency credit.
 - (c) The Committee shall review each application according to the criteria as established by the Committee and approved by the Board.
 - (d) In the case of a tie vote by the Teacher/Principal Committee, the Superintendent shall make the final decision concerning the application.

- (e) One credit for each 12 hours of instruction may be approved at the discretion of the Committee.
- (f) Not more than 6 equivalency credits will be applicable to any salary guide level.
- (g) A written notice of completion, certified by the proper authority, shall be submitted to the Committee upon the completion of the course.
- (h) The Superintendent shall acknowledge achieved credits, in writing, and apply credits to the individual's degree rating.
- 5. College courses on the undergraduate level, if requested by the administration, but only on the +15 or +30 columns of the salary guide.
- 6. Graduate credits beyond the MA+30 level shall be compensated annually at the rate of \$50.00 per credit to a maximum of fifteen (15) credits, or a maximum of \$750.00. Courses to be applied to this category must have prior written approval by the Superintendent. Courses to be recognized under this section must be taken after July 1, 1983, and also meet the criteria as established in paragraphs I, A and B of the Associated Policy, Page A-2.
- II. Evidence of continued professional growth. Criteria of professional development as approved for 1968-69. Any change of criteria to be approved by the H.E.A. and Board of Education.
- III. "Mid-year hires" will be evaluated during the first full year of employment and a teacher will be informed prior to issuance of the third contract whether the partial year will be credited as a full year of experience beginning with the third contract. The Superintendent shall have the option of recommending full credit of one year toward the second contract for any teacher hired prior to February 1.
- IV. The Board accepts the concept of Sabbatical Leave as capable of promoting professional growth. Beginning July 1, 1973, the Board agrees to fund one Sabbatical per year on the basis of a full year at half salary, or a half year at full salary.
- V. The Board of Education will provide financial compensation to each Grade Level Chairman and Department Chairman serving on the Curriculum Advisory Council. The amount of compensation per member above the salary schedule position during the year in which they serve in that capacity shall be \$350.00.

RECOGNITION OF INTERIM STAGES OF PROFESSIONAL STUDY: IN-SERVICE CREDIT

- VI. Courses to be considered for "In-Service Credit" and to be recognized for salary guide purposes must adhere to the following:
 - a. Application for In-Service Credits shall be made in writing to the Superintendent at least two weeks in advance of registration.
 - b. The Superintendent shall be solely responsible for determining whether or not inservice credit shall be approved for salary guide purposes.
 - c. The Superintendent shall notify the applicant in writing as to his acceptance or rejection and give his reasons for the decision.
 - d. One credit for each 12 hours of instruction may be approved at the discretion of the Superintendent.
 - e. Not more than 6 In-Service and/or BCEA Equivalency Credits will be applicable to any salary guide level.
 - f. A written notice indicating satisfactory completion of all course requirements, as well as hours of attendance certified by the Institute sponsoring the course, shall be submitted to the Superintendent upon completion of the course.
 - g. The Superintendent shall acknowledge approved In-Service Credits, in writing, and apply the credits to the individual's proper salary column on the guide.
 - h. Approved In-Service courses must be completed prior to September 1st to

 be credited to that following September's salary guide placement. Approved

 courses completed after September 1st will be carried over to the fol
 lowing school year for credit on the guide.

HILLSDALE BOARD OF EDUCATION HILLSDALE, NEW JERSEY

NON-DEGREE NURSES' SALARY GUIDES

Non-degree nurses employed after July 1, 1986 will be compensated at the rate of 80% of the Teachers' Salary Guides for the 1986-87 and 1987-88 school years.

Non-degree nurses presently employed will be eligible to advance five (5) percentage points over their existing rate for each 225 hours of college course or related work which has received prior written approval from the Superintendent.

INTEGRAL ASPECTS OF NURSES' SALARY GUIDES

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

HILLSDALE BOARD OF EDUCATION

BOARD POLICY

DISMISSAL OF NON-TENURE TEACHERS

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

UNSAFE AND HAZARDOUS CONDITIONS

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

SCHOOL CALENDAR

Procedure for developing a school calendar shall include the following:

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

Adopted 3/20/72

Revised 7/75

HILLSDALE BOARD OF EDUCATION

BOARD POLICY REGARDING NEGOTIATIONS

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

1. <u>INITIATION</u> OF MEETINGS

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

2. AGENDA

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

3. RECORD OF PROCEEDINGS

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

4. COMMUNICATION

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

5. AMENDMENTS

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

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

SABBATICAL LEAVE POLICY

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

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