

2189

**HILLSDALE
BOARD OF EDUCATION**

**HILLSDALE
EDUCATION ASSOCIATION**

TEACHERS AGREEMENT

FOR THE PERIOD

July 1, 1995 — June 30, 1998

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
I.	Recognition	1
II.	Grievance Procedure	3
III.	Salaries.	7
IV.	Temporary Leaves of Absence	8
V.	Extended Leaves of Absence	11
VI.	Use of School Facilities.	15
VII.	Teacher Assignment	16
VIII.	Teacher Vacancies	21
IX.	Personnel Files	22
X.	Health Program Coverage	23
XI.	Extra Curricular Compensation	24
XII.	Payment for Unused Sick Leave	25
XIII.	Sabbatical Leave - Mini-Grants	29
XIV.	Duration of Agreement	31

ARTICLE I

RECOGNITION

The Hillsdale Board of Education, after examination of all signed authorization cards, hereby recognizes the Hillsdale Education Association as the exclusive negotiating representative in accordance with the provisions of Chapter 303, New Jersey Public Laws of 1968, for all full-time and part-time certificated employees under contract, with the following exceptions:

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

NOTICE TO PARTIES

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

If by the Association to the Board:

Superintendent of Schools
32 Ruckman Road
Hillsdale, New Jersey 07642

If by the Board to the Association:

Association President
School Building Address or Home Address

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

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

ARTICLE II

GRIEVANCE PROCEDURE

Definition

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

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

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

Procedure

Level I - Principal (Informal)

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

Level II - Principal

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

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

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

Level III - Superintendent

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

Level IV - Board of Education

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

Level V - Arbitrator

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

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

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

Level V - Arbitrator (continued)

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

Costs

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

ARTICLE III

SALARIES

A. Salaries for all full-time certificated personnel, exclusive of supervisory and executive personnel, shall be as set forth in this Agreement. Part-time certificated personnel shall be paid a proportionate amount of the appropriate salary guide step.

B. Manner of Payment

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

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

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

ARTICLE IV

TEMPORARY LEAVES OF ABSENCE

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

A. Personal Days

Five (5) days for personal, legal, business, household, paternity, or family matters which require absence during school hours. Notification to the Superintendent through the Building Principal or immediate superior of personal leave shall be made at least three (3) days before taking such leave except in the case of emergency. The employee shall not be required to state a reason for taking such leave other than he is taking it under this section, except in the event the employee is to take such a day immediately before or after a holiday in the Hillsdale School District. In such case, the employee shall give the specific reasons, in writing, for such day(s) and shall be subject to a salary reduction of 1/400 of his/her annual salary for each day taken. This reduction may be waived by the Superintendent. The decision of the Superintendent is final and shall not be subject to the provisions of the grievance procedure.

B. Professional Days

1. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, subject to the approval of the Superintendent.
2. Absence initiated by the Administration or Board for teachers to attend meetings or conventions concerning school business shall not be credited to the above provision.

C. Death in The Immediate Family

Up to five (5) days at any one time in the event of death of a teacher's spouse, child, children-in-law, parent, parent-in-law, sister, brother, sister- or brother-in-law, or any other member of the immediate household.

D. Death Outside the Immediate Family

1. One (1) day at any one time in the event of death of a relative.
If death occurs at a distance, extended time for traveling may be granted by the Superintendent with pay, less the established rate of substitute.
2. In the event of the death of a teacher or student in the school district, a representative number of teachers, such number to be at the Superintendent's discretion, in consultation with the Building Principal and Association leadership shall be granted time off to attend the funeral. Personal Days, as described in Part A. above, may not be used to circumvent this section.

E. Illness or Emergency in Immediate Family (As defined in C. of this Article)

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

F. MILITARY

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

ARTICLE V

EXTENDED LEAVES OF ABSENCE

A. Military

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

B. Non-Military National Service

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

C. Child Care (Maternity-Paternity)

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

1. A female teacher shall notify the Superintendent of her pregnancy in writing, accompanied by her physician's note stating expected date of delivery, at least twelve (12) weeks prior to the requested commencement date of the leave unless a shorter period of time for such notice is made necessary by the medical condition of the teacher.
2. Child Care Leave shall commence on a date mutually acceptable to the teacher and the Board of Education, with exact dates of the leave to be arranged, if possible, with the least disruption to the operation of the school system.

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

- a. The Board need not grant or extend the leave of absence of any nontenured teacher beyond the end of the contract school year in which the leave is obtained unless the Board, in its own discretion, agrees to an extension of said leave.
 - b. The grant of Child Care Leave to a nontenured teacher shall under no circumstances be deemed to be an offer of employment within the meaning of N.J.S.A. 18A:27-10 for any school year or portion of a school year in which such leave is granted.
 - c. If a tenured teacher wishes to return to work after the close of the school year, she may do so at the beginning of the first or second September 1st (if the date of leave is prior to February 1st of a given school year) or the third September 1st (if the date of leave is on or after February 1st of a given school year) provided she gives the Board notice in writing on or before March 1st of the year she intends to return. If a tenured teacher wishes to return to school on the first February 1st following the date she left, she must give notice in writing to the Board by the previous November 1st.
3. No teacher shall be removed from her teaching duties during pregnancy solely because she is pregnant. She may be removed based upon one of the following conditions:
- a. Her teaching performance has substantially declined from the accepted standard of performance established for the teachers in which such teacher is employed.

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

b. The teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by a third physician jointly selected by the Board's and the teacher's physician whose opinion on medical capacity shall be final and binding.

c. Any other ground for which a nonpregnant teacher may be removed.

4. A teacher adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.

D. Illness in The Immediate Family

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

A leave under this section shall be in compliance with the Family Leave Act, S-2035 C.261-1989 with the following addition:

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

E. Good Cause

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

E. Good Cause (continued)

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

F. Return from Leave

1. Teachers on extended leaves of absence shall notify the Administration before March 1st of his/her desire to return effective September 1st.
2. Upon return from leave granted pursuant to section B of this Article, a teacher shall be placed on the salary schedule at the level he would have achieved if he had not been absent. In all other instances, time on leave will not count toward salary guide movement. The time spent on leave shall not count toward the fulfillment of time requirements necessary for acquiring tenure.

ARTICLE VI

USE OF SCHOOL FACILITIES

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

ARTICLE VII

TEACHER ASSIGNMENT

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

Teacher Assignment (continued)

C. In preparing such schedule, the Principal of each school shall make an earnest effort to satisfy the following criteria:

- (1) Full-time teaching staff members assigned to Meadowbrook and Ann Blanche Smith Schools shall have two hundred eighty (280) minutes per week of preparation time (at least one (1) preparation period per day). Such teaching staff members who are part-time shall have a prorata share of such preparation time. The teacher workday will be seven consecutive hours, including a duty-free lunch period equal to that of students. No modification in teacher arrival and dismissal times will be in excess of fifteen minutes (8:30 A.M. - 3:30 P.M.) unless agreed to by the Association.
- (2) Full-time teaching staff members assigned to the George G. White School and who do not follow a "departmental schedule" shall have two hundred eighty (280) minutes per week of preparation time (at least one (1) preparation period per day). Such teaching staff members who are part-time shall have a prorata share of such preparation time. The teacher workday will be seven consecutive hours, including a duty-free lunch period equal to that of the students. No modification in teacher arrival and dismissal times will be in excess of fifteen minutes (8:00 A.M. - 3:00 P.M.) unless agreed to by the Association.

Teacher Assignment (continued)

- (3) Full-time teaching staff members assigned to the George G. White School and who follow a "departmental schedule" shall have a maximum of thirty (30) teaching periods per week. No more than six (6) teaching periods may be assigned per day. Teachers will receive eight (8) preparation periods per week (at least one (1) per day), and two (2) special assignment periods per week. The teacher workday will be a consecutive seven hours ten minutes, including a duty-free lunch period equal to that of students, provided, however, that no teachers shall be required to sign out later than 3:50 P.M. except on days when district-wide meetings are scheduled.
- (4) Teaching in a "departmental schedule" is defined as: More than half a teacher's schedule being assigned to the 6th, 7th and 8th grades.
- (5) Preparation periods are defined as: To prepare lesson plans, grade student work, meet with parents, meet with other teachers and/or administrators on individual, grade level, and/or curriculum matters, and for similar responsibilities.
- (6) Preparation time will be within the official entrance and ending time of the student's school day. (Entrance time is defined as ten (10) minutes prior to the official opening time of school.)
- (7) Preparation periods will consist of an uninterrupted block of time of no less than forty (40) minutes.

Teacher Assignment (continued)

- (8) Teachers who are assigned to substitute during their preparation period will have the option of being relieved of a duty assignment or being compensated at the rate of \$10.00 per class after the third such substitute assignment each school year. This option or compensation will only apply when coverage infringes upon terms outlined in C. 1, 2, and 3, above. Relief from duty assignment will continue to be the practice at the Middle School during the first three substitute assignments.
- (9) Teaching staff members required to travel between Meadowbrook and Smith Schools during the day will be provided with twenty-five (25) minutes in their schedule on the day of travel. Teaching staff members required to travel between George G. White School and Meadowbrook/Smith Schools will be provided with fifteen (15) minutes in their schedule on the day of travel.
- (10) Lunch times described in C. 1, 2, and 3 above may be reduced to a minimum of thirty minutes duty free, twice a month (twenty times yearly) on a rotating basis in order to provide lunch-time supervision of students.

Teacher Assignment (continued)

(11) In lieu of a duty assignment, the President of the Hillsdale Education Association will be provided with a forty (40) minute period of time per week to carry out Association business. Every effort will be made to schedule the forty (40) minutes in a block period of time. Where this is not possible, as in the case of an elementary classroom teacher, the forty (40) minutes will be a total allotment of time per week.

D. Evening Assignments:

In addition to the teachers' regular in-school workday, teachers shall be required to attend, where appropriate, Seminar/Back to School Nights, Open Houses, and Parent Orientation Programs. With regards to teachers who are assigned to more than one school, past practice procedures will be maintained. Teachers may also be required to attend two evening parent conferences per year -- each not to exceed three hours in duration.

ARTICLE VIII

TEACHER VACANCIES

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

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

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

Exceptions to the above procedure:

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

ARTICLE IX

PERSONNEL FILES

A. Personnel Files

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

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

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

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

ARTICLE X

HEALTH PROGRAM COVERAGE

A. Health Plan

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

B. Dental Plan

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

ARTICLE XI

EXTRA CURRICULAR COMPENSATION

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

A. Chaperones

\$40.00 per person per after school/evening event
 \$100.00 per person per night for overnight field trips

B. Coaches

STEP:	1995-96			1996-97 1997-98		
	I	II	III	I	II	III
1. Boys Basketball	\$2330	\$2530	\$2730	\$2467	\$2667	\$2867
2. Girls Basketball	2330	2530	2730	2467	2667	2867
3. Boys Track	1490	1690	1890	1585	1785	1985
4. Girls Track	1490	1690	1890	1585	1785	1985
5. Wrestling	2015	2215	2415	2136	2336	2536
6. Volleyball	2015	2215	2415	2136	2336	2536
7. Intramural Activities (per person per activity)	530	580	630	562	612	662
8. Odyssey of the Mind (per coach)	1490	1690	1890	1585	1785	1985
(per judge)	\$100 Plus Travel			\$100 Plus Travel		

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	\$1063	\$1213	\$1313	\$1129	\$1279	\$1379
2. Fourth Grade Monitors (per person)	425	475	525	451	501	551
3. Yearbook	850	950	1050	903	1003	1103
4. Student Council	850	950	1050	903	1003	1103
5. Newspaper	850	950	1050	903	1003	1103
5. Dramatics- Director	850	950	1050	903	1003	1103
- Coach	850	950	1050	903	1003	1103
- Assistant	320	370	420	341	391	441
7. Graduation Director	320	370	420	341	391	441

D. Locker Room Attendant
(When not acting as coach) 530 580 630 562 612 662

E. Inservice Course Teaching \$50 per hour \$50 per hour

F. Teacher-in-Charge 535 635 735 572 672 772

G. Lincoln Center Coordinators 160 185 210 171 196 221

ARTICLE XII

Payment for Unused Sick Leave

- A. Subject to the conditions hereinafter set forth, an eligible employee who retires or dies shall receive payment for unused sick leave. To be eligible to receive such payment, the employee must satisfy all of the following conditions:
- (1) The employee must have at least thirteen (13) years of service in the Hillsdale School District as a certificated employee under contract as of the effective date of retirement or the date of death. In computing the required thirteen (13) years of service, any paid or unpaid leave of absence having a time duration of one-half of a school year or longer, other than a sabbatical leave, shall not be counted.
 - (2) The employee must have at least sixty five (65) days of accumulated sick leave as of the effective date of retirement or the date of death. In computing the required number of days of accumulated sick leave, only sick leave days accruing under the provisions of N.J.S.A. 80A:30-2 shall be counted. In no event shall sick leave days accruing or awarded under the provisions of N.J.S.A. 18A:30-2.1, 18A:30-6 or any other law be counted.

Payment for Unused Sick Leave (continued)

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

Payment of Unused Sick Leave (continued)

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

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

Payment for Unused Sick Leave (continued)

C. Payment for unused, accumulated sick leave under this Article XII shall be at the rate of \$65.00 per day for all days of unused sick leave accumulated by an eligible employee provided, however, that the maximum total payment to any eligible employee for all sick days of unused sick leave accumulated by the employee shall not exceed the total sum of \$10,750 (1995-96); \$11,000 (1996-97); and \$11,250 (1997-98). Payment shall be made only for unused sick leave days accumulated by an eligible employee under the provisions of N.J.S.A. 18A:30-2 and not under any other provision of law. Sick leave days accumulated by an employee while serving in a part-time position (less than 19½ hours per week) shall not be eligible 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 employee's estate.

ARTICLE XIII

SABBATICAL LEAVE - MINI-GRANTS

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

A. A sabbatical leave shall be granted to one certificated professional staff member during each school year of the current Agreement if there is at least one qualified applicant.

(1) To be eligible for sabbatical leave, applicants shall have completed at least seven (7) full years of service in the Hillsdale School District.

(2) A sabbatical leave will be granted for a full academic year.

(3) Compensation for the individual granted sabbatical leave shall be one-half of his contract salary.

(4) Requests for sabbatical leave, on forms furnished by the Sabbatical Leave Committee, must be received by the Superintendent not later than January 1, and action must be taken no later than February 1st of the school year preceding the school year for which the sabbatical leave is requested.

(5) The Sabbatical Leave Committee shall consist of the Superintendent, three principals, and one teacher from each of the three schools, the latter to be appointed by the H.E.A. Executive Committee. Such Committee shall meet after January 1st to consider all request for sabbatical leave.

SABBATICAL LEAVE POLICY (continued)

- A. (6) Upon return from sabbatical leave, the staff member shall be placed on the salary schedule at the level he would have achieved had he remained actively employed in the system during the period of his absence.
- (7) The staff member will be obligated to return to the Hillsdale Public Schools for a minimum of two (2) years following the sabbatical leave.
- B. Upon the recommendation of the Committee, a sabbatical shall be granted by the Board to a certificated professional staff member for educational purposes.
- C. Mini-Grants
- (1) The Board will grant and fund up to four (4) Mini-Grants per Summer at a total cost not to exceed \$8,000.00 for teacher projects relating to research, curriculum revision, study, or other educational activity which is directly beneficial to the students of the district and approved by the Superintendent.
- (2) Two (2) Mini-Grants will be proposed by the administration and open to all appropriate staff members to apply. The remaining two (2) Mini-Grants will be granted based upon staff application and as recommended by a Committee formulated by the Superintendent and the Hillsdale Education Association. Staff members may apply as a team for an individual grant, it being understood that the Mini-Grant Fund will be divided equally.
- (3) The application for any Mini-Grant must include the Topic, Time-Frame for completion, desired outcome, and how it will directly benefit the students of the district.

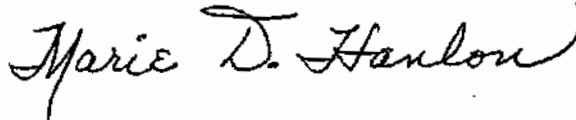
ARTICLE XIV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1995, and shall continue in effect for a period of three years ending June 30, 1998, provided, however, that if a successor Agreement is not entered into between the parties hereto on or before July 1, 1998, the present Agreement shall remain operative and binding upon the parties until such successor Agreement becomes effective.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first written.

HILLSDALE EDUCATION ASSOCIATION

BY



MARIE HANLON,
President

BY



MARIE CARTWRIGHT,
Secretary

HILLSDALE BOARD OF EDUCATION

BY



LIN O'CONNOR,
President

BY



HARRIET WAGNER,
Secretary

INTEGRAL ASPECTS OF THE SALARY GUIDE

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

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

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.

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

ASSOCIATED POLICY

I. Recognition of interim stages of professional study:

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

ASSOCIATED POLICY (continued)

I. (continued)

C. 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.

ASSOCIATED POLICY (continued)

I. (continued)

- C. 4. (c) The Committee shall review each application according to the criteria as established by the Committee and approved by the Board.
 - (d) In the case of a tie vote by the Teacher/Principal Committee, the Superintendent shall make the final decision concerning the application.
 - (e) One credit for each twelve (12) hours of instruction may be approved at the discretion of the Committee.
 - (f) Not more than six (6) equivalency credits will be applicable to any salary guide level.
 - (g) A written notice of completion, certified by the proper authority, shall be submitted to the Committee upon the completion of the course.
 - (h) The Superintendent shall acknowledge achieved credits, in writing, and apply credits to the individual's degree rating.
5. College courses on the undergraduate level, if requested by the administration, but only on the +15 or +30 columns of the salary guide.
 6. Graduate credits and/or a maximum of six (6) "Inservice" credits beyond the MA+30 level shall be compensated annually at the rate of \$85.00 per credit to a maximum of thirty (30) credits, or a maximum of \$2,550.00. 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.

ASSOCIATED POLICY (continued)

- 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": The Superintendent shall have the option of recommending full credit of one year toward the second contract for any teacher hired prior to February 1st.
- IV. The Board of Education will provide financial compensation to each Grade Level Chairperson and Middle School Subject Chairperson 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 \$575 (1995-96) and \$600 (1996-97 and 1997-98).
- V. Recognition of Interim Stages of Professional Study: INSERVICE CREDIT -- Courses to be considered for "Inservice Credit" and to be recognized for salary guide purposes must adhere to the following:
 - (a) Application for Inservice credits shall be made in writing to the Superintendent at least two weeks in advance of registration.
 - (b) The Superintendent shall be solely responsible for determining whether or not inservice credit shall be approved for salary guide purposes.
 - (c) The Superintendent shall notify the applicant in writing as to his acceptance or rejection and give his reasons for the decision.
 - (d) One credit for each twelve (12) hours of instruction may be approved at the discretion of the Superintendent,

ASSOCIATED POLICY (continued)

- V. (e) Not more than six (6) Inservice and/or BCEA Equivalency Credits will be applicable to any salary guide level.
- (f) A written notice indicating satisfactory completion of all course requirements, as well as hours of attendance certified by the Institute sponsoring the course, shall be submitted to the Superintendent upon completion of the course.
- (g) The Superintendent shall acknowledge approved Inservice Credits, in writing, and apply the credits to the individual's proper salary column on the guide.
- (h) Approved Inservice courses must be completed prior to September 1st to be credited to that following September's salary guide placement. Approved courses completed after September 1st will be carried over to the following school year for credit on the guide.

**HILLSDALE BOARD OF EDUCATION
1995-96 TEACHERS' SALARY GUIDE**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
A	29,820	30,917	31,179	32,813	34,564	36,640
B	31,120	32,217	32,829	34,463	36,214	38,290
C	32,420	33,517	34,479	36,113	37,864	39,940
1	33,720	34,817	36,129	37,763	39,514	41,590
2	34,828	36,171	37,784	39,418	41,203	43,289
3	36,161	37,505	39,439	41,063	42,869	44,997
4	37,472	39,138	41,085	42,718	44,546	46,696
5	38,794	40,772	42,751	44,385	46,233	48,750
6	40,407	42,407	44,406	46,030	48,266	50,813
7	42,009	44,041	46,051	47,695	50,297	52,877
8	43,987	46,030	48,061	49,695	52,329	54,931
9	45,954	48,018	50,071	51,716	54,382	56,994
10	47,922	50,007	52,103	53,727	56,414	59,048
11	49,889	52,007	54,113	55,737	58,446	61,112
12	51,867	53,995	56,554	58,177	60,908	63,595
13	54,243	56,414	58,984	60,617	63,359	66,078
14	56,640	58,822	61,424	63,047	65,832	68,552
15	59,812	62,091	64,671	66,283	69,035	71,766

**HILLSDALE BOARD OF EDUCATION
1996-97 TEACHERS' SALARY GUIDE**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
A	30,491	31,613	31,881	33,551	35,342	37,464
B	31,820	32,942	33,568	35,238	37,029	39,152
C	33,149	34,271	35,255	36,926	38,716	40,839
1	34,479	35,600	36,942	38,612	40,404	42,526
2	35,612	36,985	38,634	40,305	42,130	44,262
3	36,974	38,349	40,327	41,987	43,834	46,010
4	38,315	40,019	42,009	43,679	45,548	47,746
5	39,667	41,690	43,713	45,384	47,274	49,847
6	41,317	43,361	45,406	47,066	49,352	51,956
7	42,954	45,032	47,088	48,769	51,429	54,067
8	44,977	47,066	49,143	50,813	53,507	56,167
9	46,988	49,098	51,198	52,880	55,606	58,277
10	49,000	51,132	53,276	54,936	57,683	60,377
11	51,012	53,177	55,331	56,991	59,761	62,487
12	53,034	55,210	57,826	59,486	62,279	65,026
13	55,463	57,683	60,311	61,981	64,784	67,565
14	57,914	60,146	62,806	64,466	67,313	70,094
15	61,157	63,488	66,126	67,774	70,588	73,380

**HILLSDALE BOARD OF EDUCATION
1997-98 TEACHERS' SALARY GUIDE**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
A	31,177	32,324	32,598	34,306	36,137	38,307
B	32,536	33,683	34,323	36,031	37,862	40,032
C	33,895	35,042	36,048	37,756	39,587	41,758
1	35,255	36,401	37,773	39,481	41,313	43,483
2	36,413	37,817	39,504	41,212	43,078	45,258
3	37,806	39,211	41,234	42,932	44,820	47,045
4	39,177	40,919	42,954	44,662	46,573	48,821
5	40,560	42,628	44,697	46,405	48,337	50,968
6	42,246	44,337	46,427	48,125	50,462	53,125
7	43,921	46,045	48,147	49,866	52,586	55,283
8	45,989	48,125	50,248	51,956	54,711	57,431
9	48,045	50,203	52,350	54,069	56,857	59,588
10	50,102	52,283	54,474	56,172	58,981	61,735
11	52,159	54,373	56,576	58,273	61,106	63,892
12	54,227	56,452	59,127	60,824	63,680	66,489
13	56,711	58,981	61,668	63,376	66,242	69,085
14	59,217	61,499	64,219	65,916	68,828	71,671
15	62,534	64,916	67,614	69,299	72,176	75,031



