

Contract no. 1687

AGREEMENT

between the

HILLSIDE ADMINISTRATORS ASSOCIATION

and the

BOARD OF EDUCATION OF HILLSIDE

For the Period

July 1, 1992 through June 30, 1994

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**PREAMBLE**

Pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey, this Agreement is hereby entered into this 24th day of June, 1992, by and between the Board of Education of the Township of Hillside, New Jersey, hereinafter referred to as the 'Board' and the Hillside Administrators Association, hereinafter referred to as the 'Association'.

## ARTICLE I

### RECOGNITION

- 1-1 Pursuant to Chapter 123, Public Laws of 1974, the Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all certified personnel under contract by the Board as included herein:

Principals  
Vice-Principals  
Assistant Principals  
Directors

but excluding among others:

Superintendent of Schools  
Business Administrator/Secretary  
Assistant Business Administrator/Secretary  
Supervisors

- 1-2 All new employees may apply for membership in the Association in accordance with the provisions of Chapter 123, Laws of 1974. Nothing herein shall be construed as making Association membership a condition of employment, nor shall any individual be compelled to join the Association at any time. However, in accordance with the provisions of Chapter 123, Laws of 1974, and as heretofore set forth in this Agreement, the Association shall be recognized as the exclusive collective bargaining representative for the members of the unit described.

- 1-3 Unless otherwise indicated, the term "administrators" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and the female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

## ARTICLE II

### NEGOTIATION PROCEDURES

- 2-1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with the provisions of Chapter 123, Public Laws of 1974; such negotiations shall apply to the unit defined in Article I, be reduced to writing, be ratified by the Association, be approved by the Board, and be signed by the Association and the Board.
- 2-2 Representatives of both the board and the Association agree that their members shall be given full authority to negotiate, but not to contract prior to ratification by both parties.
- 2-3 During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- 2-4 Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.
- 2-5 Pursuant to Chapter 123, Public Laws of 1974, the Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- 2-6 This Agreement together with the appendices attached herewith incorporate the entire understanding of the parties on all matters which were or could have been the subject of negotiations.
- 2-7 During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 2-8 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURES

#### 3-1 Definition

3-1.1 A 'Grievance' shall mean a complaint by an employee of the Hillside Board of Education that there has been to the administrator a personal loss or injury because of an interpretation, application or violation of policies, agreements, and administrative decision. A complaint will not be processed as a grievance under this procedure if it involves or applies to any matter, which according to law, is beyond the scope of the Board authority. A complaint of a non-tenure administrator which arises by reason of: (1) his/her not being re-employed, or (2) having his/her contract terminated by notice pursuant to his/her individual contract or otherwise, or (3) a complaint by any personnel occasioned by appointment to, or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required shall not be subject to arbitration under this procedure. A grievance to be considered under this procedure must be initiated in writing by the employee within thirty (30) calendar days of its occurrence or within thirty (30) calendar days after the employee would reasonably be expected to know of its occurrence.

#### 3-2 Procedure

- 3-2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Under extreme circumstances, the time limits may be extended by mutual agreement in writing.
- 3-2.2 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 3-2.3 An employee shall have the right to present his/her own grievance or to designate a representative approved by the Association to appear with him/her at any step in his/her appeal. When a majority representative has been selected, a minority organization shall not present or process grievances.
- 3-2.4 When a member of the negotiating unit represented by the Association presents his/her own grievance, the Association shall have the right to state its views, in writing, to the Board of Education prior to the Board's hearing if the appeal proceeds to the Board and to appear at the Board's hearing with the grievant if such a hearing is held.

- 3-2.5** Any employee who has a grievance shall discuss it first with his/her immediate Supervisor. A dated written record of such meeting shall be made and signed by the administrator and the supervisor with a copy given to each. The date set forth on such record shall be considered the initiation date of the grievance.
- 3-2.6** If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, s/he shall set forth his/her grievance in writing to the Superintendent of Schools specifying: (A) the nature of the grievance; (B) the nature of the injury or loss; (C) the results of previous discussions; (D) the basis for his/her dissatisfaction with decisions previously rendered. The Superintendent of Schools shall communicate his/her decision to the employee in writing within a period not to exceed ten (10) school days after receipt of the written grievance.
- 3-2.7** If the grievance is not resolved to the employee's satisfaction, s/he may, no later than five (5) school days after receipt of the Superintendent of Schools' decision, 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. The Board, or a committee thereof, shall hold a hearing with the employee, if so requested, within fifteen (15) school days of the date of receipt by the Superintendent of Schools of the request for review by the Board and shall review the grievance and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Superintendent of Schools for review by the Board or within twenty (20) calendar days of the hearing with the employee, whichever comes later.
- 3-2.8** In the event that the decision of the Board of Education does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given by the Association to the Board of Education through the Superintendent of Schools within ten (10) work days after receipt of the decision of the Board of Education which is being appealed. If the underlying dispute is submitted to any other administrative or judicial tribunal, the issue shall not be submitted to arbitration, it being the intention of the parties to avoid a multiplicity of forums to resolve an issue.
- 3-2.9** In the event timely written notice of arbitration is made known to the Superintendent, the Board and the Association shall endeavor to select a mutually satisfactory person to act as arbitrator. If the Board and the Association cannot agree on an arbitrator mutually satisfactory to them, within five (5) work days after receipt of notice of the request to arbitrate, either the Board or the Association may request the American Arbitration Association in writing to submit a panel of arbitrators from which an arbitrator may be selected in accordance with the rules and regulations of that Board. The request to the American Arbitration Association must be mailed within ten (10) work days after the Superintendent received notice of the request to arbitrate and a copy must be served upon the Superintendent within that period of time.
- 3-2.10** The arbitrator shall be limited to evidence and arguments presented by the parties or their representatives and shall consider nothing else. (Only the Board, the employee, and the Association shall be given copies of the arbitrator's decision.) This shall be accomplished within fifteen (15) days after receipt thereof. The decision of the arbitrator shall be considered by both parties to be binding in all but monetary issues. The arbitrator's decision shall be considered to be advisory only and non-binding on monetary issues.

**3-2.11**

**Costs**

Each party will bear the total of the costs it has incurred. The fees and expenses of the arbitrator will be shared equally by the parties. Where, however, an Association member elects to proceed to arbitration without the Association's concurrence, the costs shall not be borne nor shared by the Association. It is expected that hearings related to the process of arbitration will be conducted outside of school hours. The time lost by the employee must be without pay or charged as a personal day.

**3-3**

**Miscellaneous**

**3-3.1**

If a particular grievance shall affect a group or class of administrators, the Association may join in processing the grievance and become a party thereto. All documents, communications and records dealing with the processing of a grievance may be filed provided, however, that such documents, communications, or records will not be forwarded to any prospective employer of the grievant, nor will such documents be revealed or the grievance be alluded to in any communication between the administration and said prospective employer. A copy of such grievance(s) shall, upon request, be given to the employee. Hearings pertaining to grievances shall not be held in public.

**3-4.1**

The Board shall have the right to institute a grievance against the Hillside Administrators Association for alleged failure to abide, insofar as legally possible, by the terms and conditions of this Agreement, as such terms and conditions relate to the contractual responsibilities of the Association only.

**3-4.2**

The Board shall institute action under the provisions hereof within forty-five (45) calendar days of the occurrence complained of, or within forty-five (45) calendar days after the Board would reasonably be expected to know of its occurrence.

**3-4.3**

The Board or its representative shall meet no later than ten (10) school days with the Executive Committee of the Association. In the event the grievance is not resolved, the Board may request the appointment of an arbitrator. The Board and the Association shall endeavor to select a mutually satisfactory person to act as arbitrator. If the Board and the Association cannot agree on an arbitrator mutually satisfactory to them, within five (5) school days after receipt of notice of the request to arbitrate, either the Board or the Association may request the American Arbitration Association, in writing, to submit a panel of arbitrators from which an arbitrator may be selected in accordance with the rules and regulations of the Board. The request to the American Arbitration Association must be mailed within ten (10) school days after the Association received notice of the request to arbitrate and a copy must be served upon the Association within that period of time.

**3-4.4**

The following procedure will be used to secure the services of an arbitrator: (A) a request by either party will be made to the American Arbitration Association 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 within five (5) school days of receipt of the roster, a mutually satisfactory arbitrator from the submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator. The arbitrator shall be limited to evidence and arguments presented by the parties or their representatives and shall consider nothing else. Only the Board, the employee and the Association shall be given copies of the arbitrator's decision. This shall be accomplished within fifteen (15) days after receipt thereof. The decision of the arbitrator shall be considered by both parties to be advisory only and non-binding.

3-4.5

Costs

Each party will bear the total of the costs it has incurred. The fees and expenses of the arbitrator will be shared equally by the parties. It is expected that hearings related to the process of arbitration will be conducted outside of school hours. If said hearings are conducted during school hours, time lost by the employees must be without pay or charged as a personal day, unless the grievance is sustained. In such an event, the time lost by said employee(s) will be considered as school business days.

**ARTICLE IV**  
**RIGHTS OF THE PARTIES**

- 4-1 Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board, included in the unit as set forth under Article I shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974.
- 4-2 Unless a just cause therefore appears, no employee shall be disciplined. Any such action by the Board, or any agent or representative thereof, shall not be made public until formal action thereon, is taken by the Board. Discharge of a non-tenure administrator in accordance with his/her individual contract with the Board shall not be considered a disciplinary action.
- 4-3 Whenever any administrator is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that administrator in his office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of an administrator may be with or without pay.
- 4-4 No administrator shall be prevented from wearing identification of membership in the Association or its affiliates.
- 4-5 The Board may not delegate powers and responsibilities which, by law, are imposed upon and lodged with the Board. Any contract must include and therefore be subject to the New Jersey School Laws and all other applicable laws and regulations and statutes.
- 4-6 The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without litigation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.
- 4-7 The Board of Education reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations: (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take disciplinary action against employees; (c) to relieve employees from duties because of lack of work, or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted, and; (f) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

- 4-8**        **The Board of Education agrees to furnish upon request of the Association a current roster of personnel annually.**
- 4-9**        **The Association and its representatives shall have the privilege to use school buildings at reasonable hours for meetings.**
- 4-10**       **The Association shall have the reasonable use of the interschool and intraschool mail facilities and school mail boxes as it deems necessary.**
- 4-11**       **Use of the school buildings, facilities and equipment shall be subject to rules and regulations set forth by the Superintendent.**

## ARTICLE V

### PROTECTION OF ADMINISTRATORS

- 5-1 Pursuant to statute, administrators shall immediately report cases of assault suffered by them in connection with their employment to the Superintendent of Schools.
- 5-2 No administrator shall inflict or cause to be inflicted corporal punishment upon a pupil attending school; but any administrator may, with the scope of his employment, use and apply such amounts of force as is reasonable and necessary:
- (a) To quell a disturbance, threatening physical injury to others;
  - (b) To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
  - (c) For the purpose of self-defense, and
  - (d) For the protection of persons or property;
- and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this section.
- 5-3 Whenever any civil action has been or shall be brought against any administrator for any act or omission arising out of and in the course of the performance of the duties of such office, position, or employment, the Board shall defray all costs of defending such actions, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses. Counsel shall be appointed and paid for by the Board.
- 5-4 Should any criminal action be instituted against any administrator for any act or omission arising out of and in the course of the performance of the duties required by such positions, and should such proceeding be dismissed or result in a final disposition in favor of the administrator, the Board shall reimburse the administrator for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- 5-5
- A. The Board shall establish a fund of \$500.00 for each fiscal year. Such fund shall be for the purpose of reimbursing administrators for the loss or damage to their personal clothing or cars while in the performance of their duties.
  - B. The money in said fund shall not accumulate from year-to-year.

C. Once the fund has been exhausted in any one (1) year, no claim for reimbursement shall be honored.

D. Any claim for reimbursement must be submitted, in writing on the established form, to the Superintendent of Schools within ten (10) days from the date of the occurrence of such loss. Such claim shall include the nature of the loss of damage, the time, place, the circumstances surrounding the loss or damage, and estimate of damage.

E

## ARTICLE VI

### ASSIGNMENTS, TRANSFERS AND REASSIGNMENTS

- 6-1 The Board, through its agents, shall make all assignments, transfers and reassignments of administrators and their duties.
- 6-2 During the school year, notice of all open administrative positions in the Hillside schools shall be posted in all schools. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) days after the date of the notice. No permanent appointment to a position posted shall be made until twenty (20) days after the posting notice has been issued.
- 6-3 During the summer period when school is not regularly in session, administrators who desire to apply for any certified positions shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such administrators of any vacancy in a position for which they desire to apply.

**ARTICLE VII**

**DEDUCTIONS FROM SALARY**

- 7-1 The Board agrees to deduct from the salary of any administrator dues, if any, for the Hillside Administrators Association. Such deductions shall be made in compliance with (NJSA 52:14-15.9e) and under rules established by the State Department of Education. All moneys, so deducted, together with records of any corrections shall be transmitted to the treasurer of the Hillside Administrators Association by the fifteenth of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such moneys to the appropriate Association or Associations. Administrator's authorization for salary deductions shall be in writing.
- 7-2 The Association names in Section 7-1 hereof shall certify to the Board, in writing, the current rate of its membership dues. If the Association shall change the rate of its membership dues, it shall give the Board written notice prior to the effective date of such change.
- 7-3 The notice of an administrator's withdrawal shall be filed prior to December 1st and become effective as of January 1st next, succeeding the date on which notice of withdrawal is filed.
- 7-4 The Association is hereby granted the exclusive right to dues deductions for the duration of this Agreement.

## ARTICLE VIII

### INSURANCE

- 8-1        The Board shall provide for all full-time eligible administrators and their dependents full Health-Care Insurance Protection of the New Jersey Public and School Employees Health Benefits Program consisting of Blue Cross, Blue Shield, Major-Medical and Rider 'J'. The Board shall pay the full premium of such coverage for each eligible full-time administrator and for all eligible dependents.
- 8-2        The Dental Plan in force on June 30, 1992 will continue in force during the period of this Agreement.
- 8-3        The Prescription Plan in force on June 30, 1992 will be modified effective July 1, 1992 to provide a \$4.00 co-pay plan.



## ARTICLE IX

### SICK LEAVE

- 9-1 Sick leave is hereby defined to mean the absence from his/her post of duty, of any administrator because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.
- 9-2 All administrators of the Hillside School District shall be allowed sick leave with full pay for a minimum of one (1) day for each month employed in any school year. The year's allotment of personal illness days will be available on the first workday of the year.
- 9-3 Whenever any administrator entitled to sick leave is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, the Board shall pay to such administrator the full salary or wages for the period of such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments provided for in accordance with applicable laws shall be made for absence during the waiting period and during the period the administrator received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the administrator shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.
- 9-4 If any such administrator requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- 9-5 Upon termination of employment of any administrator from the Hillside School District, the Board shall issue, at the request of the new employer, a certificate stating such administrator's unused accumulation of sick leave days as of the date of such termination. Such certificate shall be filed with the new employer within one (1) year of the date of such new employment.

## ARTICLE I

### TEMPORARY LEAVE OF ABSENCE

- 10-1 Administrators shall be entitled to noncumulative leave of absence with full pay up to a maximum of two (2) days in any contract year for personal business. Any administrator employed less than a full contract year (10 or 12 months) but more than one-half of the contract year (5 or 6 months) shall be granted a maximum of one (1) day for personal or business reasons. Any administrator employed one-half or less than one-half of the contract year (5 or 6 months) shall not be eligible for this fringe benefit in such contract year.
- 10-2 For serious illness in the immediate family (husband, wife, children and other members of the same home; father and mother, brothers and sisters, grandfather and grandmother; father-in-law and mother-in-law) up to a maximum of three (3) days in any contract year. Any administrator employed less than a full contract year (10 or 12 months) but more than one-half of the contract year (5 or 6 months) shall be granted a maximum of one and one-half (1½) days for such reasons. Any administrator employed one-half or less than one-half of the contract year (5 or 6 months) shall not be eligible for this fringe benefit in such contract year.
- A doctor's certificate must be furnished, upon request of the Superintendent of Schools, indicating who is ill and the nature of such illness.
- For illness in the immediate family - illness is defined as one necessitating the care of a physician and the presence of the employee.
- 10-3 All leaves of absence referred to in Section 10-1 are subject to the following conditions:
- (a) At least three (3) days notice shall be given in requesting a personal day through the Superintendent of Schools. Lacking such notice, the absence may be considered unauthorized and an administrator's pay will be deducted proportionately.
  - (b) Personal days will not be granted the day immediately preceding nor following a vacation, nor school holiday, nor during the first and last week of the school year.
  - (c) The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days. Such denial shall be subject to grievance procedures.

- 10-4** Up to five (5) consecutive days in any contract year may be granted for death in the immediate family (husband, wife, children and other members of the same home; father and mother; brothers and sisters; brother-in-law and sister-in-law; grandchildren; grandfather and grandmother; father-in-law and mother-in-law.
- 10-5** Extensions to any temporary leaves of absence referred to in Sections 10-1 thru 10-4 outlines may be made at the discretion of the Superintendent of Schools.
- 10-6** A regularly appointed administrator who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay. In addition, all administrators who are members of the organized militia shall be entitled to leave of absence from their respective duties without loss of pay or time on all days during which they shall be engaged in active duty, active duty for training, or other duty ordered by the Governor; provided however, that the leaves of absence for active duty or active duty for training shall not exceed ninety (90) days in the aggregate in any one (1) year. Leave of absence for such military duty shall be in addition to the various leaves pursuant to this Agreement or any other rule, regulation and/or agreement. Further, any administrator who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve, or United States Marine Corps Reserve, or any other organization affiliated therewith, shall be entitled to leave of absence from his respective duty without loss of pay or time on all days on which s/he shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such administrator.
- 10-7** All administrators employed on a twelve-month basis shall be entitled to vacation, with pay, in accordance with the following schedule:
- a) Less than one (1) year employment - two (2) work days for each full month of employment.
  - b) One (1) year or more employment - twenty-four (24) work days.
- 10-8** Administrators who earn vacation days during a fiscal year ending June 30th must utilize such days during the ensuing twelve (12) months and may not accumulate such days beyond said twelve (12) months. Prior approval of Superintendent of Schools to utilize vacation days is required.
- NOTE:** Employees service is computed as of June 30th to determine the amount of vacation days earned for the following school year.
- 10-9** Administrators employed on a twelve-month basis shall be authorized absences from duty of up to six (6) days in each of the contract years. Such absences to be determined by Superintendent of Schools.

## ARTICLE XI

### EXTENDED LEAVE OF ABSENCE

- 11-1 Requests for leaves of absence may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.
- 11-2 All extensions or renewals of leaves shall be applied for in writing and either granted or refused in writing. Such extensions or renewals are subject to the approval of the Board of Education which shall act to approve or reject upon the recommendation of the Superintendent of Schools. Such requests must be made prior to February 1st of the year in which such leave expires.

**ARTICLE XII**

**EVALUATION OF ADMINISTRATORS**

- 12-1 The system of evaluating administrators as described in "Guidelines for Evaluation of Tenured/Non-Tenured Administrators", dated June 1979 and revised 1985, including a form for Educational Objectives, shall be in effect until further notice.
- 12-2 A statement of Educational Objectives for the school year starting in September will be submitted by each administrator to the Superintendent of Schools by June 1st.
- 12-3 A written report summarizing results of the Educational Objectives shall be forwarded to the Superintendent of Schools by:
- April 1 - Non-Tenure Administrators
  - May 15 - Tenure Administrators

## ARTICLE XIII

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 13-1 The Board of Education agrees to reimburse individual administrators for the cost incurred in connection with the taking of any college course, exclusive of those required for certification, subject to the following:
- (a) The administrator must secure prior written approval of the course by the Superintendent of Schools.
  - (b) The maximum amount of money to be reimbursed to any individual administrator for courses successfully completed in the period beginning July 1, 1992 and ending June 30, 1994 shall be one thousand dollars (\$1,000) per contract year. The total amount of funds to be allocated for such purposes for all administrators for each contract year shall be four thousand dollars (\$4,000). Any unused funds shall not be carried over to the succeeding school year.
  - (c) At the conclusion of the new course(s), an administrator will submit the following materials to the Superintendent of Schools for processing of tuition reimbursement:
    - 1) Paid bursar's receipt for tuition from the college.
    - 2) Official college transcript or official grade report indicating a passing grade with credit.
    - 3) Purchase Order- claim for reimbursement.
- 13-2 Administrators are encouraged to attend local, state and national conferences or meetings that are related to professional responsibilities.
- (a) The request to attend meetings shall be submitted, in writing, to the Superintendent of Schools, who will make recommendations to the Board for its approval concerning the value of the requested participation.
  - (b) The Superintendent of Schools shall provide for equitable and rotating attendance among the administrators.
  - (c) Reimbursement for itemized expenses incurred shall be in accordance with established Board policy for travel. These expenses would include transportation, food, lodging and registration fees.
  - (d) Administrators agree to share information from such meetings with the Board and the professional staff members by written summary and/or oral report of significant highlights.
- 13-3 The Board of Education shall pay for the dues for memberships to professional associations at a cost not to exceed \$1,200.00 for the total membership of the association, for each year of this contract (1992-93 and 1993-94) upon the approval of the Superintendent of Schools. Such professional associations shall not include HAA, HEA, NJEA or other labor or union type organizations.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

- 14-1 This Agreement shall be construed as though it were a Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.
- 14-2 If any provisions of this Agreement or a similar provision in another Agreement between other parties shall be adjudicated illegal, invalid, or unenforceable for any reason, then such provision shall, of course, no longer be binding upon the parties, but shall be considered severable from all other provisions herein which shall remain in full force and effect.
- 14-3 Any administrator's contract between the Board and individual administrator during the term hereof executed, shall be subject to and consistent with the terms and conditions of this Agreement. In case any such administrator's contract contains any language inconsistent with this Agreement, the provisions of this Agreement shall be controlling during the term thereof. However, the provisions of this Section 14-3 shall not apply to any provisions in any contract between the Board and an individual non-tenure administrator providing for termination of the employment of such administrator on written notice for the period of time prescribed in such individual contract.
- 14-4 Copies of this Agreement shall be reproduced at the expense of the Board and distributed by the Association to all administrators employed.
- 14-5 Nothing in this Agreement shall operate retroactively unless expressly so stated.
- 14-6 Whenever any notice is required to be given by either of the parties to this Agreement, to the other, pursuant to the provisions of this Agreement, either party may do so by telegram, registered or certified mail, at the following addresses:
- (a) If by the Association, to Board of Education of Hillside, at their appropriate address, and
  - (b) If by Board, to the President of the Association at his/her appropriate address as filed with the Board of Education, fifteen (15) days after his installation.

## ARTICLE XV

### SABBATICAL LEAVE

- 15-1 The underlying philosophy of the sabbatical leave is to increase the quality of administration by giving the administrator an opportunity to improve or refresh his/her professional skills and to gain enriching and broadening experience by professional study or research. A sabbatical leave is a privilege granted by the Board, and as such, the major concern must be the benefits which will be received by the pupils and the community through the individual's personal growth. Subject to budgetary considerations and the needs or requirements of the school district, sabbatical leave may be granted to those certified personnel meeting the following conditions.
- 15-2 An administrator must complete six (6) years of administrating in Hillside, the last four (4) of which shall be consecutive, and have a Master's Degree before s/he may apply for such a leave.
- 15-3 Applications for sabbatical leave shall be made on or before January 15 of any year. If approved, such leave shall officially begin at the beginning of the school year immediately following. The administrator applying for sabbatical leave shall submit a detailed rationale indicating the degree to which s/he believes his/her projected program has merit.
- 15-4 Such leave shall be granted for one (1) year.
- 15-5 Administrators on such leave shall make regular written reports to the Superintendent of Schools as s/he may require.
- 15-6 Each applicant shall be notified promptly by the Superintendent of Schools, in writing, of the decision of the Board concerning his/her application.
- 15-7 The period of sabbatical leave shall count as regular service for the purpose of retirement planning; contributions by the administrators to the retirement fund shall continue as usual during such period; and the time thus spent shall count in regard to salary adjustments.
- 15-8 Such leave of absence shall be without prejudice to the administrator's tenure rights.
- 15-9 Should the program of study or itinerary being pursued by an administrator on sabbatical leave be interrupted by serious accident or illness during such leave (established by evidence satisfactory to the Board of Education and Superintendent of Schools), this fact shall not constitute a breach of the conditions of such leave and shall not prejudice the administrator against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent of Schools was notified of such accident or illness by registered letter within ten (10) days of its occurrence.



- 15-10 If the Superintendent of Schools is convinced that an administrator on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, s/he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the administrator a hearing.
- 15-11 Administrators on such leave shall not associate for compensation with any persons, or organization during the school year, except when the Board of Education and Superintendent of Schools approve such association as beneficial to this school system and only then upon the conditions prescribed by them.
- 15-12 Administrators on sabbatical leave shall be paid three-quarters of their annual salary but in no event shall the total earnings of such administrators exceed their earnings for the previous year as adjusted by increment and raise. Each such administrator shall, prior to sabbatical, sign a note for the amount of such sabbatical pay. Said note shall provide that it shall be forgiven in whole in the event the administrator shall complete two (2) years service with the Board after return from sabbatical, or shall die, and shall be forgiven in part, pro rata, in the event the administrator shall serve less than two (2) years with the Board after return from sabbatical.
- 15-13 Salary shall be paid in accordance with the general time schedule for payment of salaries in the Hillside Public School System.
- 15-14 An administrator on sabbatical leave must notify the Superintendent of Schools of his/her intention to resume his/her duties by February 1 prior to the expiration of said leave.

**ARTICLE XVI**

**REASONABLE SCHEDULING OF SPECIAL MEETINGS**

- 16-1
- A. As much advanced notice as possible for required meetings shall be given to administrators whose attendance is required.
  - B. Such special meetings called by the Board shall end at a reasonable hour.

ARTICLE XVII

SUMMER WORK

- 17-1 All administrators employed on a ten-month basis will be employed for five days (5) during the period from July 1st to August 31st of each contract year. The compensation of 2.5% of their contracted salary for this additional employment will be included as part of their base salary. The actual days of such employment to be determined by Superintendent of Schools.

## ARTICLE XVIII

### SALARIES

- 18-1
- A. The salaries of all administrators covered by this Agreement for the terms hereof as set forth in Appendix A-2, which is attached hereto and made a part thereof.
  - B. The salary increase for administrators represented by the Association, who were employed for more than one-half of their normal contract year during the 1991-92 school year, shall be 5.5% of their 1991-92 contracted salary, for the 1992-93 school year.
  - C. All administrators employed for less than one-half of their normal contract year in the 1991-92 school year, shall receive a salary increase of 2.75% of their 1991-92 contracted salary for the 1992-93 school year.
  - D. The salary increase for administrators represented by the Association, who were employed for more than one-half of their normal contract year during the 1992-93 school year, shall be 5.5% of their 1992-93 contracted salary for the 1993-94 school year.
  - E. All administrators employed for less than one-half of their normal contract year in the 1992-93 school year, shall receive a salary increase of 2.75% of their 1992-93 contracted salary for the 1993-94 school year.

- 18-2 In addition to the salary increases listed above, salary adjustments will be applied as follows:

<u>Administrator</u>	<u>1992-93</u>	<u>1993-94</u>
K. Shaw	\$ 650	\$ 800
D. Walker	650	800
N. Crystal	1,000	1,000
F. Deo	1,300	1,400

- 18-3 The salary increases referred to in 18-1 above shall be computed before the adjustments, outlined in 18-2 above, are applied to the administrator's salary.

## ARTICLE XIX

### ATTENDANCE/LONGEVITY INCENTIVE COMPENSATION

- 19-1      A.      An administrator who elects to retire under one of the plans of the N.J.T.P.A.F. shall be paid, based upon unused accumulated sick days at the rate of thirty-one dollars (\$31.00) for each day. The maximum amount payable to an administrator at the time of retirement is seventy seven hundred and fifty dollars (\$7,750.00). The estate of any administrator who dies while in the employ of the Hillside Board of Education shall also be eligible to receive the above compensation. This provision is intended as attendance incentive compensation.
- B.      Should the board of education determine that this provision has not served the intended purpose of improving attendance, the board shall abrogate this provision upon the expiration of the contract.
- B.      An administrator upon completion of fifteen (15) years of service as an administrator in the Hillside School District shall receive an honorarium of eight hundred dollars (\$800.00) per contract year. Upon completion of twenty (20) years of such service, this honorarium shall be increased two hundred dollars (\$200.00) to one thousand dollars (\$1,000.00).

Administrators who become eligible for this honorarium after the commencement of their contract year shall be paid on a prorated basis.

ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 1992 and shall continue in effect until June 30, 1994. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extensions shall be mutually agreed upon in writing by the parties to the Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be placed hereon, all on the day and year first written above.

**HILLSIDE ADMINISTRATORS ASSOCIATION**

BY Frank Deo 10-2-92  
President Date

BY André Mills 10/2/92  
Secretary Date

**HILLSIDE BOARD OF EDUCATION**

BY Lena Bonanno 10/8/92  
President Date

BY Mark J. Lopez 10/8/92  
Secretary Date

**APPENDIX A-1**

**RULES AND REGULATIONS - REVISED 1992**

Be it resolved that the following schedule for the administration of salaries for administrators shall become **EFFECTIVE ON JULY 1, 1992** and shall supersede any and all schedules or resolutions previously adopted for administrators.

1. This salary guide is not to be considered as a contract between the administrator and the Board of Education.
2. Salary as indicated on this salary guide, may be withheld from the individuals upon recommendation of the Superintendent of Schools with the approval of the Board of Education in accordance with law.
3. Experience gained in any school system or in fields of work that are closely related to the prospective assignments in the Hillside Public Schools shall be considered by the Superintendent of Schools with the approval of the Board of Education.
4. Administrators salaries shall be classified according to their administrative and teaching experience and training level as to set-up under the provisions of this salary guide.

APPENDIX A-2

REVISED SALARY SCHEDULE

Be it resolved that the following schedule for the administration of salaries for ADMINISTRATORS shall become effective on July 1, 1992 and shall supersede any and all schedules or resolutions previously adopted:

I. ELEMENTARY SCHOOL ADMINISTRATORS

<u>Contract Year</u>	<u>Administrator</u>	<u>Minimum</u>	<u>Maximum</u>
10 months	Principal	\$42,000	\$85,198
10 months	Asst. Principal	\$37,000	\$49,812

II. HIGH SCHOOL ADMINISTRATORS

12 months	Principal	\$50,000	\$86,332
10 months	Asst. Principal	\$40,000	\$76,100

III. DIRECTORS

12 months	Instruction & Funded Programs	\$45,000	\$76,197
10 months	Vocational Education	\$37,000	\$67,620

NOTE: The above salary schedule is established on the basis that each administrator has obtained thirty (30) credits beyond a Master's Degree. Administrators who obtain an earned doctorate degree during the term of this Agreement, shall receive a one-time salary adjustment of \$2,000. Administrators employed in the Hillside School District for more than one contract year, who obtain +30 above the Master's Degree during the term of this Agreement, shall receive a one-time salary adjustment of \$2,000. The payment of these adjustments shall be made at the beginning of the next contract year immediately following the time when an administrator becomes eligible for such salary adjustment.



**APPENDIX A-3**

**SALARY SCHEDULE**

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>1992/93 Salary</u></b>	<b><u>1993/94 Salry</u></b>
Milton James	High School Principal	\$81,831	\$86,332
Alfred Lordi	HS Assistant Principal	\$72,891	\$76,900
Deirdre Walker	HS Assistant Principal	\$52,648	\$56,344
Frank Deo	Elementary Principal	\$64,376	\$69,317
Martin Gulino	Elementary Principal	\$81,493	\$85,975
John Kaszak	Elementary Principal	\$81,704	\$86,198
Fred Mele, Jr.	Elementary Principal	\$80,649	\$85,085
Barbara Washington	Elementary Principal	\$68,705	\$72,484
Kim Shaw	Elem. Assistant Principal	\$46,457	\$49,812
Edward Bowne	Director of Instruction & Federally Funded Programs	\$72,225	\$76,197
Norman Crystal	Director of Vocational Education	\$63,147	\$67,620

APPENDIX A-4

**Copy Distribution:**  
1. Superintendent  
2. Board of Education

**GRIEVANCE REPORT**  
(Submit in duplicate to Superintendent)

GRIEVANCE # \_\_\_\_\_ Hillside School District

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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**STEP I**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1 - Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2 - Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If additional space is needed in reporting Sections B-1 & 2, attach an additional sheet.)

\_\_\_\_\_  
Signature Date

C. Disposition by Superintendent \_\_\_\_\_

\_\_\_\_\_  
Superintendent's Signature Date

D. Position of Grievant end/or Association \_\_\_\_\_

\_\_\_\_\_  
Signature Date

**STEP II**

A. Date Received by Board of Education \_\_\_\_\_

B. Disposition by Board of Education \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
Signature Date