

**HILLSDALE  
BOARD OF EDUCATION**

**HILLSDALE  
EDUCATION ASSOCIATION**

**TEACHERS AGREEMENT**

**FOR THE PERIOD**

**July 1, 2020–June 30, 2023**

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**ARTICLE I**  
**RECOGNITION**

The Hillsdale Board of Education (hereinafter referred to as “the Board”), after examination of all signed authorization cards, hereby recognizes the Hillsdale Education Association (hereinafter referred to as “the 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:
  - 1. Principals, Assistant Principals
  - 2. Supervisors of Instruction
  - 3. Supervisor of Special Services
- B. All personnel independently contracted by the Board
- 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 Association who claims that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or misapplication, 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 Association within thirty (30) calendar days of its occurrence, assuming the employee or 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 ten (10) school days, he shall set forth his grievance in writing to the principal specifying:

- D. The nature of the grievance - including what contract provisions, Board Policy, or Administrative decision is being grieved and what remedy is being sought.
- E. The nature and extent of the injury, loss or inconvenience.
- F. The results of previous discussions.

The principal shall communicate his decision to the employee in writing within ten (10) 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 ten (10) 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 within ten (10) 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 within ten (10) 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, the 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 was made known. Nothing in this Agreement shall prevent the Board and the Association from requesting arbitration on items which are 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. The parties shall be bound by P.E.R.C. rules in the selection of an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board. 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 and the 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 or Bank organized under the laws of this State or of the United States. Written authorization for such deductions shall be made according to a standard contract form provided by the Board.
  3. The staff will be informed of the pay schedule for the school year by the first pay period in September.
  4. All employees shall participate in direct deposit. The Board will make direct payments of salary checks into each employee's bank account. All employees will be able to access salary checks, W-2s, and related information through an online employee portal.
- C. Summer Employment
1. Full-time Middle School Guidance Counselors will be required to work three (3) additional weeks after the close of school in June. (One week immediately after the close of school in June, one week during the summer, and one week immediately before the opening of school in September.) Full-time Elementary School Guidance Counselors will be required to work one (1) additional week after the close of school in June. (One week immediately before the opening of school in September.) This schedule can be revised with the approval of the Superintendent.
  2. Payment for summer employment by Child Study Team Members, Guidance Counselors, Speech Correctionists, Dean of Students, Literacy Coach, and School Nurses will be the employee's contractual daily rate up to a maximum of \$320 per diem for the first ten (10) days and \$345 per diem beyond ten (10) days.

**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:

1. Days Granted: 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 cases, 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.
2. Conversion to Accumulated Sick Leave: Unused personal days shall be converted to accumulated sick leave days under the following formula:
  - a. If a teacher does not use any personal days during a school year, five (5) sick leave days shall be added to the teacher's accumulated sick leave;
  - b. If a teacher uses only one (1) personal day during a school year, four (4) sick leave days shall be added to the teacher's accumulated sick leave;
  - c. If a teacher uses two (2) personal days during a school year, two (2) sick leave days shall be added to the teacher's accumulated sick leave;
  - d. If a teacher uses three (3) personal days during a school year, one (1) sick leave day shall be added to the teacher's accumulated sick leave; and
  - e. If a teacher uses four (4) or more personal days during a school year, he or she shall not have any sick leave days added to his or her accumulated sick leave.

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. Bereavement Leave

1. Immediate Family: Up to five (5) days shall be granted at any one time for the passing of a teacher's spouse, domestic partner, child, child-in-law, parent, parent-in-law, sister, brother, sister- or brother-in-law, or any other member of the immediate household. In extraordinary circumstances, the Superintendent may grant the remainder of the unused days at another time.
2. Extended Family: Up to two (2) days shall be granted at any one time for the passing of a teacher's grandparent, aunt, or uncle. If the relative lived at a significant distance, extended time for traveling may be granted by the Superintendent with pay, less the established rate of a substitute.
3. Other Relatives or Friends: One (1) day at any one time for the passing of a relative not mentioned in the previous paragraphs, or for the passing of a close friend. If the relative or friend lived at a significant distance, extended time for traveling may be granted by the Superintendent with pay, less the established rate of a substitute.
4. Staff Member or Student: For the passing 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.

- D. 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.

- E. 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, Chapter 261 of the Public Laws of 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, with exact dates of the leave to be arranged, if possible, with the least disruption to the operation of the school system.
  - a. The Board need not grant or extend the leave of absence of any nontenured teacher beyond the end of the contract school year in which the leave is obtained unless the Board, in its own discretion, agrees to an extension of said leave.
  - b. The granting 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 1<sup>st</sup> (if the date of leave is during the school year) or the second September 1<sup>st</sup> (if the child is born during July or August) provided she gives the Board notice in writing on or before March 1<sup>st</sup> of the year she intends to return. If a tenured teacher wishes to return to school on the first February 1<sup>st</sup> following the date she left, she must give notice in writing to the Board by the previous June 30<sup>th</sup>.

3. No teacher shall be removed from her teaching duties during pregnancy solely because she is pregnant. She may be removed based upon one of the following conditions:
  - a. Her teaching performance has substantially declined from the accepted standard of performance established for the teachers in which such teacher is employed.
  - b. The teacher is found to be medically unable to continue teaching by her own physician and the Board's physician, or where these physicians disagree, by a third physician jointly selected by the Board's and the teacher's physician whose opinion on medical capacity shall be final and binding.
  - c. Any other ground for which a non-pregnant 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 requirement 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, Chapter 261 of the Public Laws of 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

1. Other leaves of absence up to one year without pay or health benefits 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:
  - 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. 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 1<sup>st</sup> of his/her desire to return effective September 1<sup>st</sup>.
2. Upon return from leave granted pursuant to section A or 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 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 with prior notice to the principal of the time and location. 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 and the school business administrator 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 computers, duplicating equipment, and all types of audiovisual equipment when school is in session, when such equipment is not otherwise in use subject to the applicable acceptable use policy and regulation. 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 for school related and Association purposes only. Materials will be distributed by the Association 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 workload, 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.
- 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 three hundred twenty (320) 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 pro rata 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 (8:30 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 three hundred fifteen (315) 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 pro rata share of such preparation time. The teacher workday will be seven consecutive hours, ten minutes, 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. - 3:10 P.M.) unless agreed to by the Association.
  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 5th, 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. Every effort will be made to ensure that all Special Education/IEP meetings are scheduled on days when a teacher has more than one (1) preparation period, except in unavoidable circumstances.
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 either Meadowbrook, Smith School and/or George G. White School during the day will be provided with twenty (20) minutes in their schedule on the day of travel. Every effort will be made to schedule travel time either directly before or after lunchtime, except in those cases, where scheduling such travel time would negatively impact the arrangement of teaching classes.
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.
11. In lieu of a duty assignment, the President of the 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.
12. No teacher at the Meadowbrook or Ann Blanche Smith Schools will be assigned instructional teaching time with pupils for the first twenty (20) minutes following the official sign-in time in the morning.

D. Evening Assignments:

In addition to the teachers’ regular in-school workday, teachers shall be required to attend, where appropriate, Back to School Nights 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 one afternoon and one evening parent conference per year. Each conference day shall be an early pupil and teacher dismissal day. All staff, regardless of whether they have a conference scheduled, shall return to school premises at the following times, unless the parties mutually consent to adjust the times:

Afternoon conference day:

2:00 P.M. to 4:30 P.M. (elementary schools)

1:30 P.M. to 4:00 P.M. (middle school)

Evening conference day:

4:00 P.M. to 7:30 P.M. (all schools)

E. Evaluation Procedure

Teachers shall be evaluated consistent with applicable state statutes and regulations. In no way shall this section be construed to limit the discretion of the administration to continue the practice of requiring a documentation log in connection with evaluations.

F. Event Attendance Outside School Hours

All teachers shall be required annually to attend two (2) extracurricular events outside of school hours. This requirement contemplates student-centered functions such as plays, concerts, and athletic competitions, or similar events. Teachers shall be entitled to no additional pay for their attendance. A teacher may not meet the attendance requirements under this provision by attending a meeting of the Board or by performing chaperone duty at an event, even if the event would otherwise qualify.

The procedure for implementing this provision shall be as follows:

1. The Principal of each school shall develop a list of events that qualify. The lists developed by the Principals shall be subject to review and approval by the Superintendent.
2. An initial list of events, with their scheduled dates and times if then known, shall be distributed during the first week of school. Over the course of the school year, the Principal and Superintendent shall periodically update the list as necessary.
3. Any teacher may propose an event to be added to the list of qualifying events. Whether such event will qualify shall be at the discretion of the Principals and Superintendent.
4. In the interest of promoting regular and steady attendance at a variety of different events over the course of the school year, every event on the Principal's list shall be allotted a maximum number of slots. Teachers shall sign up for particular events in advance on a first-come, first-served basis by notifying the Principal. A teacher shall make all reasonable efforts to actually attend those events to which he or she committed, but the Principal shall work with teachers to accommodate rescheduling if necessary due to unforeseen conflicts, cancellations, or other exigencies.

5. Each teacher shall attend two qualifying events. A teacher may attend events associated with any of the District's schools, regardless of the school to which the teacher is assigned. There shall be no requirement for teachers to formally document their attendance.



**ARTICLE VIII**  
**TEACHER VACANCIES**

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

The 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 Association.

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:

For vacancies that require less than fifteen (15) days' notice, the Association President will be so notified.

For 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 Association 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 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 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 on 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. (Eligible employees are defined as employees working twenty-five (25) hours or more per week.) Employees hired prior to July 1, 1999, who worked more than twenty-two (22) hours per week during the 1998-99 school year, whose work hours are subsequently reduced to twenty (20) or more will continue to receive all benefits as outlined above.

In addition, employees who worked more than twenty-two (22) hours during the 2004-05 school year will continue to receive all benefits as outlined above as long as they continue to work a minimum of twenty-two (22) hours in the Hillsdale School District.

The School Employees' Health Benefits Program of the State Health Benefits Program shall be the base medical plan for all employees.

The employees' cost of coverage for health insurance shall be capped at thirty-percent (30%) in each year of the Agreement. This healthcare payment adjustment will take effect November 1, 2017, and healthcare payment adjustments for September 1, 2017 through October 31, 2017, shall be issued in a lump-sum, non-pensionable payment, on or before December 31, 2017.

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. 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. Employees hired on or after July 1, 2017, shall be subject to a twenty-five percent (25%) co-pay until they receive tenure or have completed four (4) years of employment, whichever is applicable.

**ARTICLE XI**  
**EXTRACURRICULAR COMPENSATION**

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

**2020–2021 through 2022–2023**

**A. Chaperones:**

Per after school/evening event:	\$71
Per night for overnight field trips:	\$204

**B. Coaches:**

	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>
1. Boys Basketball	3840	4152	4464
2. Girls Basketball	3840	4152	4464
3. Boys Soccer	3326	3636	3949
4. Girls Soccer	3326	3636	3949
5. Boys Track	2468	2778	3090
6. Girls Track	2468	2778	3090
7. Volleyball	3326	3636	3949
8. Intramural Activities (Per Person Per Activity)	876	953	1031
9. <u>First Lego League &amp; Destination Imagination</u>			
Per Coach	2468	2778	3090
Per Judge		\$156 Plus Travel	

The intramural activities provided for each 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:**

	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>
1. Fourth Grade Monitors (per person)	703	780	858
2. Yearbook	1407	1562	1717
3. Student Council	1407	1562	1717
4. Newspaper	1407	1562	1717
5. Middle School Play	1757	1989	2148
a) Dramatics Director	1407	1562	1717
b) Music Director	1407	1562	1717
c) Art Director	1407	1562	1717
d) Light and Sound Director	1407	1562	1717
6. Graduation Director/Program	530	609	687
7. Graduation Director/Music	265	303	344
8. Athletic Director	5000	5000	5000

**D. Inservice Course Teaching**

\$80 Per Hour

**E. After School Bus Monitor**

2314	2314	2314
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**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. 18A:30-2 shall be counted. In no event shall sick leave days accruing or awarded under the provisions of N.J.S.A. 18A:30-2.1, 18A:30-6 or any other law be counted.
  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 Board 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 twelve (12) month period.
- B. Where the claim for payment of unused sick leave is based upon the retirement of an employee for reasons other than physical or mental disability, the employee must give written notice of an intention to retire to the Board 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 Board 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.

- C. Payment for unused, accumulated sick leave under this Article XII shall be at the rate of \$100 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 \$15,000. Payment shall be made only for unused sick leave days accumulated by an eligible employee under the provisions of N.J.S.A. 18A:30-2 and not under any other provision of law. Sick leave days accumulated by an employee while serving in a part-time position (less than 19-1/2 hours per week) shall not be eligible for payment. Effective with the 1999-2000 school year, sick days accumulated in a part-time position of less than twenty-two (22) hours per week shall not be eligible for payment. Effective with the 2005-06 school year, sick days accumulated in a part-time position of less than 25 hours shall not be eligible. No payment shall include interest of any kind. In order to be eligible to receive any unused sick leave benefit, the employee must retire on June 30 of any given year.
1. In the event of a life altering or catastrophic circumstance, an employee can retire prior to June 30<sup>th</sup> and receive full payment for all eligible unused sick leave.
  2. In the event of an unexpected circumstance, the employee may apply to the Superintendent to waive the June 30<sup>th</sup> retirement date and receive full payment for all eligible unused sick leave.
  3. When the employee is living at the time of payment of this benefit, payment shall be made directly to the employee.
  4. 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 Board. 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**  
**SICK LEAVE BANK**

A Sick Leave Bank has been established to provide leave coverage to employees who are absent for an extended period due to catastrophic illness or injury. The bank shall operate in accordance with the following rules and regulations:

- A. An employee shall be eligible to participate in the Sick Leave Bank in the employee's fifth year of service.
- B. An employee may participate in the Sick Leave Bank if written notice is given of the employee's desire to donate a minimum of one (1) sick leave day during an enrollment period prior to the employee's request to utilize the Sick Leave Bank. Each year, the enrollment period shall be June 1 to June 30. The contributed sick leave day(s) will be deducted from the employee's accumulated sick leave days on July 1. The employee only has to give one (1) day during his/her employment in the Hillsdale School System to be eligible.
- C. Employee contribution shall be voluntary and shall not exceed five (5) sick days in any given year.
- D. The Sick Leave Bank shall be available only to those employees who:
  - 1. Have exhausted all earned and accumulated leave time (e.g., vacation leave, sick leave and personal leave, as may be applicable); and
  - 2. Have been absent a minimum of sixty (60) consecutive work days.
- E. The Sick Leave Bank will be built up annually, as needed, by the employees contributing one (1) or more of their accumulated sick leave days. No days will be added to the Sick Leave Bank until the number drops below three hundred (300) days, except for new employees seeking enrollment in the bank. At the end of the school year, any unused sick days remaining in the Sick Leave Bank shall be carried over to the next school year.
- F. An employee who is eligible to utilize the Sick Leave Bank must submit a written request to do so to the Sick Leave Bank Board of Trustees. The Sick Leave Bank Board of Trustees shall consist of six (6) members: three (3) appointed by the Board and three (3) appointed by the Association. The request shall outline the nature of the employee's illness, injury or disability and the reason(s) for the requested use of the bank, and shall include medical verification of illness, injury or disability. Verification of continued disability shall be required at reasonable intervals. The Board reserves the right to have the employee examined by medical personnel of its choice.
- G. An employee's use of the Sick Leave Bank shall be subject to the approval of the Board and shall not be subject to grievance or arbitration.

- H. The Trustees of the Sick Leave Bank shall be limited to granting up to sixty (60) school days at one time. A member may request additional sick leave by submitting a request and a doctor's certificate.
- I. An employee shall be limited to no more than one hundred fifty (150) Sick Leave Bank days in a three (3) year period.
- J. Sick Leave Bank days received cannot be extended from one work year to another. However, in the event any employee(s) using the Sick Leave Bank at the end of the work year is still unable to return to work at the beginning of the next work year, that employee must first use all of his/her entitlements for that new year before he/she may be approved to continue Sick Leave Bank use. The maximum number of days set forth in Paragraph I above shall still apply.
- K. Sick leave drawn from the Bank shall be treated for all purposes as if it were accrued sick leave time of the employee who receives it.



**ARTICLE XIV**  
**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 1<sup>st</sup> 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 Association Executive Committee. Such Committee shall meet after January 1<sup>st</sup> to consider all requests for sabbatical leave.
  - 6. Upon return from sabbatical leave, the staff member shall be placed on the salary schedule at the level he would have achieved had he remained actively employed in the system during the period of his absence.
  - 7. The staff member will be obligated to return to the Hillsdale Public Schools for a minimum of two (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 education purposes.
- C. Mini-Grants
  - 1. The Board will grant and fund Mini-Grants during the 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. \$4000 of the Mini-Grants will be proposed by the administration and open to all appropriate staff members to apply. The remaining \$4000 will be granted based upon staff application and as recommended by a Committee consisting of an appointee by the Superintendent and two appointees by the Association. Staff members may apply as a team

for an individual grant, it being understood that the Mini-Grant Award will be divided equally. Any grant funds not allocated by the Mini-Grant Committee will be re-advertised for projects deemed appropriate by the administration, it being the intent that every effort be made to award yearly the full sum of \$8000.

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 XV**  
**REPRESENTATION FEE**

- A. Purpose. If any employee does not become a member of the Association during any membership year (i.e., September 1 to the following August 31), said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Notification. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.
1. On or about September 15 of each year, the Board will submit to the Association a list of all employees in the bargaining unit.
  2. On or about December 1 of each year, the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.
  3. The Association will notify the Board in writing of any changes in the list provided for in the preceding paragraph and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.
  4. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.
- C. Deduction and Transmission of Fee.
1. The Board will deduct from the salaries of the employees referred to in paragraph 2 of the preceding subsection the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.
  2. If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

D. Indemnification. In consideration of the Board's participation as set forth herein, the Association agrees to indemnify, defend, and hold harmless the Board from any claim, suit, or other form of liability, including but not limited to attorneys' fees and/or other legal costs and expenses that may arise out of any action taken or not taken by the Board pursuant to this Article.

**ARTICLE XVI**  
**DURATION OF AGREEMENT**


- A. This Agreement shall be effective as of July 1, 2020, and shall continue in effect for a period of three years ending June 30, 2023, provided, however, that if a successor Agreement is not entered into between the parties hereto on or before July 1, 2023, 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.

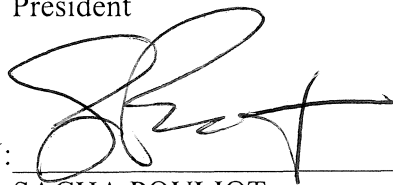
HILLSDALE EDUCATION  
ASSOCIATION, INC.

BY:   
\_\_\_\_\_  
ELLEN DAVIS  
President

BY:   
\_\_\_\_\_  
KAREN SANTOS  
Secretary

HILLSDALE BOARD OF EDUCATION

BY:   
\_\_\_\_\_  
SHANE SVOREC  
President

BY:   
\_\_\_\_\_  
SACHA POULIOT  
Secretary

**INTEGRAL ASPECTS OF THE SALARY GUIDE**

- A. A satisfactory rating by the administrative staff each year is essential for an increase to be granted.
- B. 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.
- C. The Board agrees to compensate certificated employees recognized under Article I who have completed the following years of service in the Hillsdale School System at the indicated increase in base salary.

TIER I

Employed Prior to July 1, 1999

18 Years	\$2000
21 Years	\$2500
24 Years or More	\$3000

TIER II

Employed On or After July 1, 1999

18 Years	\$1000
21 Years or More	\$1700

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 absence

- D. An employee must work a minimum of ninety (90) consecutive days to receive guide credit during any contractual year.
- E. “Mid-year Hire”: 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.

## ASSOCIATED POLICY

- A. Recognition of interim stages of professional study:
1. 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” graduate course, for salary credit in the BA+15 or BA+30, and MA+15 or MA+30 columns.
  2. The graduate course or degree program must be in accordance with state law.
  3. The following graduate credits will be recognized for salary purposes:
    - a. The BA+15 or BA+30 columns require approved graduate college credits in accordance with state law.
    - b. The Master’s Degree column requires:
      - i. A Master’s Degree from a college or university accredited for teacher training in accordance with state law.
      - ii. The Master’s +15 or MA+30 columns require approved graduate college credits in accordance with state law.
    - c. Eight graduate credits earned in “pass-fail” courses can be recognized for salary purposes on each interim step of the salary guide. The Board shall receive a letter of verification that such courses are of graduate level. Graduate courses other than the aforementioned, to be applied to interim stages of the salary guide, must have prior written approval of the Superintendent. Graduate course credits earned or programs matriculated in prior to the effective date of this Agreement under this paragraph will not be subject to the aforementioned restrictions. The following language shall be applicable only to those employees hired after January 1, 1980. “All graduate courses to be used for credit in above columns must be completed subsequent to the last degree held by the teacher.”
    - d. Mentoring: All teachers assigned as a mentor will be compensated at a rate equal to the State Department of Education guidelines. (This compensation will be funded through the State Department of Education or by staff identified as a mentee through payroll deductions in accordance with state law.)
- B. Local Professional Development Committee: The Board will provide financial compensation to each Teacher serving on the Local Professional Development Committee. The amount of compensation per member above the salary schedule position during the year in which they serve in that capacity shall be \$454 for the 2017-2018 through 2019-2020 school years.

- C. Meetings of the School Improvement Panel (ScIP) will be held during the school day. Members of ScIP will be provided release time to attend ScIP meetings.



**SALARY GUIDES**

**YEAR 1  
2020-2021  
Teachers**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	51,266	53,214	55,161	57,109	59,056	61,004
2-4	51,766	53,754	55,741	57,729	59,716	61,704
4A	52,516	54,544	56,572	58,600	60,628	62,656
5	53,527	55,595	57,664	59,732	61,801	63,869
6	55,627	57,780	59,932	62,085	64,238	66,390
7	57,827	60,067	62,308	64,548	66,788	69,028
8	60,102	62,433	64,765	67,096	69,428	71,759
9	62,452	64,878	67,305	69,731	72,157	74,584
10	64,902	67,427	69,952	72,477	75,002	77,527
11	67,502	70,130	72,758	75,386	78,013	80,641
12	70,192	72,927	75,662	78,396	81,131	83,866
13	72,947	75,793	78,639	81,485	84,331	87,178
14	75,847	78,809	81,771	84,733	87,695	90,657
15	78,872	81,955	85,037	88,120	91,202	94,285
16	81,972	85,180	88,388	91,596	94,804	98,012
16A	84,661	87,935	91,208	94,481	97,754	101,028
17	89,161	92,500	95,838	99,177	102,515	105,854

**SALARY GUIDES**

**YEAR 2  
2021–2022  
Teachers**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	51,611	53,559	55,506	57,454	59,401	61,349
2	52,111	54,099	56,086	58,074	60,061	62,049
3–4A	52,861	54,889	56,917	58,945	60,973	63,001
5	53,661	55,729	57,798	59,866	61,935	64,003
6	55,761	57,914	60,066	62,219	64,372	66,524
7	57,961	60,201	62,442	64,682	66,922	69,162
8	60,261	62,592	64,924	67,255	69,587	71,918
9	62,611	65,037	67,464	69,890	72,316	74,743
10	65,061	67,586	70,111	72,636	75,161	77,686
11	67,661	70,289	72,917	75,545	78,172	80,800
12	70,361	73,096	75,831	78,565	81,300	84,035
13	73,061	75,907	78,753	81,599	84,445	87,292
14	76,011	78,973	81,935	84,897	87,859	90,821
15	79,111	82,194	85,276	88,359	91,441	94,524
16	82,211	85,419	88,627	91,835	95,043	98,251
16A	85,411	88,685	91,958	95,231	98,504	101,778
17	89,911	93,250	96,588	99,927	103,265	106,604

**SALARY GUIDES**

**YEAR 3  
2022-2023  
Teachers**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	52,211	54,159	56,106	58,054	60,001	61,949
2	52,711	54,699	56,686	58,674	60,661	62,649
3	53,211	55,239	57,267	59,295	61,323	63,351
4-5	53,961	56,029	58,098	60,166	62,235	64,303
6	55,911	58,064	60,216	62,369	64,522	66,674
7	58,111	60,351	62,592	64,832	67,072	69,312
8	60,411	62,742	65,074	67,405	69,737	72,068
9	62,761	65,187	67,614	70,040	72,466	74,893
10	65,211	67,736	70,261	72,786	75,311	77,836
11	67,811	70,439	73,067	75,695	78,322	80,950
12	70,511	73,246	75,981	78,715	81,450	84,185
13	73,361	76,207	79,053	81,899	84,745	87,592
14	76,361	79,323	82,285	85,247	88,209	91,171
15	79,461	82,544	85,626	88,709	91,791	94,874
16	82,761	85,969	89,177	92,385	95,593	98,801
16A	86,161	89,435	92,708	95,981	99,254	102,528
17	90,661	94,000	97,338	100,677	104,015	107,354

**SALARY GUIDES**

**ADVANCEMENT-PLACEMENT CHART**

<b>BASE YEAR 2019–20</b>		<b>YEAR ONE 2020–21</b>		<b>YEAR TWO 2021–22</b>		<b>YEAR THREE 2022–23</b>
						1
				1	→	2
		1	→	2	→	3
1–3	→	2–4	→	3–4A	→	4–5
4	→	4A	→	5	→	6
4A	→	5	→	6	→	7
5	→	6	→	7	→	8
6	→	7	→	8	→	9
7	→	8	→	9	→	10
8	→	9	→	10	→	11
9	→	10	→	11	→	12
10	→	11	→	12	→	13
11	→	12	→	13	→	14
12	→	13	→	14	→	15
13	→	14	→	15	→	16
14	→	15	→	16	→	16A
15	→	16	→	16A	→	17
16	→	16A	→	17	→	17
16A	→	17	→	17	→	17
17	→	17	→	17	→	17