

HILLSDALE PUBLIC SCHOOLS  
HILLSDALE, NEW JERSEY

**AGREEMENT BETWEEN**

**HILLSDALE BOARD OF EDUCATION**

**AND**

**HILLSDALE ASSOCIATION OF SCHOOL  
ADMINISTRATORS**

**JULY 1, 2020 TO JUNE 30, 2023**

TABLE OF CONTENTS

Article I - Recognition .....2

Article II - Grievance Procedure .....2

Article III - Sick Leave and Temporary Leaves of Absence .....6

Article IV - Insurance and Other Benefits .....8

Article V - Professional Advancement..... 12

Article VI - Sabbatical Leave ..... 13

Article VII - Assignment of Administrators..... 14

Article VIII - Notice of Intent to Terminate ..... 14

Article IX - Payment for Unused Sick Leave ..... 14

Article X - Salaries ..... 17

Article XI - Miscellaneous Provisions ..... 18

Article XII - Duration of Agreement ..... 19

Salary Schedule ..... 20

## **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 Association of School Administrators, 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 the following personnel:

Principal, Meadowbrook School

Principal, Ann Blanche Smith School

Principal, George G. White School

Assistant Principal, George G. White School

Supervisor of Curriculum, Instruction, and Assessment

Supervisor of Special Services

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

## **ARTICLE II - GRIEVANCE PROCEDURE**

### **Definition:**

A “Grievance” shall mean a complaint by an employee of the Association who claims that there has been to him a personal loss, injury, or inconvenience because of a violation, misinterpretation, misapplication, or inequitable application of the contract, an administrative decision, including a disciplinary determination, and/or an established policy governing the employees’ terms and conditions of employment.

The term “grievance” shall not apply to:

- (a) any matter for which a method of review is prescribed by law, or

(b) any rule or regulation of the State Commissioner of Education.

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

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

Procedure:

Level I      **Superintendent of Schools (Informal)**

Any member of the Association who has a grievance shall discuss it first with the Superintendent of Schools in an attempt to resolve the matter informally at that level.

Level II      **Superintendent of Schools**

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

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

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

Level III      **Board of Education**

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

Level IV      **Arbitrator**

If the employee is dissatisfied with the decision of the Board, the employee or 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, to 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.
- (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that P.E.R.C. submit a second roster of names.
- (c) If the parties are unable to determine within ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, P.E.R.C. shall be requested to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board.

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 - SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

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

A. Sick days shall be in accordance with Title 18A of the New Jersey Statutes, excepting that twelve-month employees shall be entitled to twelve (12) cumulative sick days per year.

B. Personal Days

Five (5) days for personal, religious, legal, business, paternity, household, or family matters which require absence during school hours. Application to the Superintendent of Schools for the personal leave shall be made at least three (3) days before taking such leave except in the case of an emergency. The applicant shall not be required to state reasons for taking such leave other than he is taking it under this section. These days will not be taken immediately prior to or immediately following a legal holiday or school holidays.

1. Conversion to Accumulated Sick Leave - Unused personal days shall be converted to accumulated sick leave days under the following formula:

- a. If an administrator uses zero (0) or one (1) personal day during a school year, three (3) sick leave days shall be added to the administrator's accumulated sick leave;
- b. If an administrator uses two (2) personal days during a school year, two (2) sick leave days shall be added to the administrator's sick leave;

- c. If an administrator uses three (3) personal days during a school year, one (1) sick leave day shall be added to the administrator's accumulated sick leave; and
- d. If an administrator 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.

C. Professional Days - The number of days as required with prior approval of the Superintendent.

D. Bereavement Leave

1. Immediate Family - Up to five (5) days shall be granted at any one time for the passing of a member'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 member'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 and Friends - One (1) day at any one time for the passing of a member's 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 - The members designated by the Superintendent shall be granted time off to attend the funeral. Personal days, as described in Part B above, may not be used to circumvent this provision.
- E. Illness or Emergency in the Immediate Family - (As defined in Paragraph D of this Article.) All members shall be granted three (3) days' absence during any given school year without loss of pay for illness or emergency in the immediate family. In addition, any member may claim two (2) additional days at the rate of salary during any school year for the same purpose.
- F. Military Service - Time necessary for members called into temporary duty of any unit of the U.S. Reserves or State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. This will be in accordance with statutory requirements.
- G. Jury Duty - Members who are required to serve on jury duty will give the Board all monies received for such services. For the protection of the member and for proper payroll accounting and audit, every absence must be reported in writing to the Superintendent.

#### ARTICLE IV - INSURANCE AND OTHER BENEFITS

- A. Health Plan - The Board will pay the full premium for individuals and eligible dependents for all health insurance presently included in the New Jersey School Employee Health Benefits Program. The members shall contribute to health care premiums in accordance with applicable statutes and regulations.

- B. Dental Insurance - The Board shall provide for coverage of eligible employees and eligible dependents in the New Jersey Dental Plan, Inc., or other plan which is mutually acceptable. An “eligible employee” under this Paragraph B of this Article IV shall be an employee who is eligible to receive the Health Plan benefits of Paragraph A of this Article IV. The plan provided will have a \$2000 calendar-year maximum.
- C. Vision Care Compensation - The Board shall reimburse the Principals and Supervisors a sum not to exceed \$900 for an optical examination and/or eyeglasses during the three years of this Agreement. All reimbursements will be supported by documented receipts of payments.
- D. Holidays - All members are to be granted the established holidays in the school calendar except as directed by the Superintendent.
- E. Vacations - Vacations for member on the 12-month contract shall be one calendar month as requested by the member and approved by the Superintendent. Vacations will usually take place between July 1 and August 31 as requested by the employee and approved by the Superintendent. All members shall be available one week prior to the opening of school in September. Unused vacation days may be carried into the following year subject to the approval of the Superintendent.
- F. Membership Fees - The Board shall pay the membership dues for each administrator for the following organizations
- . Bergen County Elementary and Middle School Administrators Association
  - . New Jersey Principals and Supervisors Association

- . National Association of Elementary School Principals
- . Association for Supervision and Curriculum Development

The Supervisor of Special Services may join alternate professional associations and will be reimbursed up to the maximum cost of membership for those organizations listed above.

G. Disability Insurance - Administrators may elect to have funds deducted from their salary for participation in a Group Disability Plan which is acceptable to both the Association and the Board. Deduction forms shall be filed with the Hillsdale School Business Administrator at the start of each school year. The Board assumes no responsibility as to member participation in the plan; it shall make the elected payroll deduction and payment to the plan selected.

H. Sick Leave Bank - A Sick Leave Bank will be established to provide leave coverage to employees who are absent for an extended period of time due to catastrophic illness or injury. The Bank shall operate in accordance with the following rules and regulations.

1. An employee must have served a minimum of four (4) years in the District.
2. An employee may participate in the Sick Leave Bank if written notice is given of the employee's desire to donate 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 days will be deducted from the employee's accumulated sick leave days on July 1. The employee is required to donate one (1) day in order to be eligible.

3. Employee contributions shall be voluntary and shall not exceed five (5) days in any school year.
4. The Sick Leave Bank will be available only to those employees who:
  - a. Have exhausted all earned and accumulated leave time (vacation, sick, and personal); and
  - b. Have been absent a minimum of sixty (60) consecutive work days.
5. The Sick Leave Bank will be built up annually. No days will be added to the Sick Leave Bank until the number drops below three hundred (300). Unused sick leave days will be carried over to the next year.
6. An employee wishing to utilize the Sick Leave Bank must submit a written request to the Superintendent of Schools. Upon receipt, the Superintendent will convene a committee consisting of him/herself, two members of the Board, and one member of the Association. The request must outline the nature of the injury, disability or illness, the reasons for requesting the use of the Sick Leave Bank, and medical verification of the employee's condition. Verification will be requested at appropriate intervals and the Board reserves the right to have the employee examined by a doctor of the Board's choice.
7. The employee's use of the Sick Leave Bank will be subject to the approval by the committee convened pursuant to Paragraph H(6) of this Article. The committee's decision shall not be subject to grievance or arbitration.

8. 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.
9. An employee shall be limited to no more than one hundred fifty (150) Sick Leave Bank days in a three (3) year period.
10. 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 H(9) above shall still apply.

#### **ARTICLE V - PROFESSIONAL ADVANCEMENT**

- A. The Board will provide reimbursement for the cost of tuition, including enrollment and laboratory fees, to members who voluntarily engage in, and satisfactorily complete, educational courses beneficial to the school system. The provision of this article shall only be implemented to the extent permitted by N.J.S.A 18A:6-8.5, or any other statutory provision or administrative regulation. N.J.S.A 18A:6-8.5 sets forth the criteria for employee tuition assistance and additional compensation.
- B. To be eligible for reimbursement, members will be required to obtain approval in writing prior to the start of a course from the Superintendent.

- C. Reimbursement will be made after satisfactory proof of completion of the course is furnished by the member to the Board.
- D. Each member shall be limited to reimbursement for one graduate (three-credit) course annually.
- E. The Board will permit members to rotate their attendance at a National Convention on an equal basis. A schedule of such rotation will be made up by the Superintendent. Convention expenses which include travel, hotel, registration, and meals are not to exceed \$2500.00. Any expenses above the stated amount are the responsibility of the designated Administrator. Reimbursements for expenses at conventions are limited to the Administrator only. All reimbursements for expenses must be submitted with a receipt.

#### ARTICLE VI - SABBATICAL LEAVE

- A. Sabbatical leave shall be granted to one member of the Association during each school year, if there is at least one member requesting such leave.
  - 1. To be eligible for sabbatical leave the applicant shall have completed seven (7) full years in the District.
  - 2. A sabbatical leave will be one full academic year.
  - 3. Compensation for that year to the employee will be one half of his/her annual salary.
  - 4. Requests must be submitted on forms supplied by the Sabbatical Leave Committee and must be received by the Superintendent by January 1. Action must be taken by February 1 of the school year preceding the school year for which the sabbatical leave is requested.

5. The Sabbatical Leave Committee shall consist of the Superintendent, a member of the Association, and one Board member.
6. Upon return the employee shall be placed at the salary he/she would have achieved had he/she remained an active employee in the District.
7. The employee will be obligated to return to the District for a minimum of two (2) full 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.

#### **ARTICLE VII - ASSIGNMENT OF ADMINISTRATORS**

Administrators will be given written notice of their tentative assignment to a building for the ensuing school year on the date of issuance of contracts and/or salary agreements. In the event of a change in building assignment, the administrator will be notified of said change at the earliest convenience in order for a discussion on the matter to be held.

#### **ARTICLE VIII - NOTICE OF INTENT TO TERMINATE**

Any administrator who intends to unilaterally terminate their employment shall provide sixty (60) days' written notice to the Board.

#### **ARTICLE IX - 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 twelve (12) years of service in the District as a certificated employee under contract as of the effective date of retirement or the date of death. In computing the required 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 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. Employees shall be eligible for payment of unused sick leave based upon the death of the employee only if the employee began employment with the Board before May 21, 2010.

5. 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 the twelve- (12) month period.

- B. Where the claim for payment of unused sick leave is based upon the retirement of an employee for reasons other than physical or mental disability, the employee must give written notice of an intention to retire to the Hillsdale Board no later than January 15 in the year of retirement, in order to receive payment by July 1 of the next school year. The written notice shall specify the effective date of retirement. If the employee fails to provide notice by January 15 in the year of retirement, payment will not be made until July 1 of the second school year following the administrator's retirement.
- C. Payment for unused accumulated sick leave under this Article IX shall be at the rate of \$100.00 per day for all days of unused sick leave accumulated by an eligible employee provided, however, that the maximum total payment to any eligible employee for all sick days of unused sick leave accumulated by the employee shall not exceed the total sum of \$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 twenty-two (22) hours per week) shall not be eligible for payment. No payment shall include interest of any kind.

(a) When the employee is living at the time of payment of this benefit, payment shall be made directly to the employee.

(b) 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 X - SALARIES**

- (1) Salaries for all full-time administrators shall be as set forth in the Salary Schedule for the 2020-2021, 2021-2022, and 2022-2023 school years, attached.
- (2) Increases are not automatically granted. A satisfactory rating upon evaluation by the Superintendent each year is essential for an increase to be granted. Withholding of an increment will be done in accordance with N.J.S.A. 18:29-14.
- (3) Administrators hired before January 1 will be entitled to move to the next step on guide in accordance with Paragraph 2 of this Article. Administrators hired after January 1 will repeat the step on guide.

(4) The Board agrees to compensate Administrators who have completed the following years of service in the Hillsdale School System at the indicated annual stipend:

<u>2020-2023</u>	
10 years	\$1400
15 years	1900
20 years	2400
24 years or more	2900

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

#### ARTICLE XI - MISCELLANEOUS PROVISIONS

- A. Attendance at After-Hours Events - Building Principals and Assistant Principals shall make every effort to attend events sponsored by the school or by the Family and Faculty Association or Parent-Teacher Association.
- B. Additional Duties - The Association members serving under the following job titles shall be responsible for the following duties as a core function of their positions:
1. The Middle School Principal shall lead in the planning of the eighth-grade trip and shall attend said trip.
  2. The Middle School Assistant Principal shall be the District Testing Coordinator.

ARTICLE XII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2020, and shall continue in effect for a period of three (3) years ending June 30, 2023, provided, however, that if a successor Agreement is not entered into between parties hereto or on before July 1, 2023, the present Agreement shall remain operative and binding upon the parties until such successor Agreement becomes effective.

In witness whereof the parties hereto have caused this Agreement to be signed on the day and year first written.

HILLSDALE ASSOCIATION OF SCHOOL ADMINISTRATORS

By: Angela Iskenderian DATE: 6-12-20  
Angela Iskenderian, Co-President

By: Christopher Bell DATE: 6/12/2020  
Christopher Bell, Co-President

By: Annemarie Oliveri DATE: 6/15/20  
Annemarie Oliveri, Secretary

HILLSDALE BOARD OF EDUCATION

By: Shane Svorec DATE: 6/15/2020  
Shane Svorec, President

By: Sacha Pouliot DATE: 6/15/2020  
Sacha Pouliot, Secretary

SALARY SCHEDULE

Name	Position	20-21	21-22	22-23
Christopher Bell	Elementary Principal	149,168	153,344	157,790
Donald Bergamini	Middle School Principal	151,668	155,844	160,290
Charles Giordano	Middle School Assistant Principal	117,845	121,088	124,541
Angela Iskenderian	Elementary Principal	168,105	172,811	177,822
Ann Oliveri	Supervisor of Special Services	175,135	180,038	185,259