

**AGREEMENT BETWEEN THE
HILLSIDE BOARD OF EDUCATION
AND
THE HILLSIDE EDUCATION ASSOCIATION**

**FOR THE YEARS
JULY 1, 2017 THROUGH JUNE 30, 2020**

TABLE OF CONTENTS

	<u>Page</u>
Article RECOGNITION	5
Article II NEGOTIATION PROCEDURE	6
Article III GRIEVANCE PROCEDURE	7
Article IV RIGHTS OF THE PARTIES	12
Article V WORK YEAR	15
Article VI HOURS OF WORK	16
Article VII SALARIES	23
Article VIII TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS	29
Article IX EXTENDED LEAVES OF ABSENCE	32
Article X EDUCATIONAL COUNCIL	35
Article XI EVALUATIONS	36
Article XII DEDUCTIONS FROM SALARY	40
Article XIII INSURANCE	41
Article XIV EMPLOYMENT PRACTICES	42
Article XV SICK LEAVE	44
Article XVI TEMPORARY LEAVE OF ABSENCE	48
Article XVII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	52

Article XVIII PROTECTION OF EMPLOYEES	55
Article XIX TEACHER SABBATICAL LEAVE.....	56
Article XX REIMBURSEMENT FOR USE OF CAR.....	58
Article XXI ATTENDANCE INCENTIVE COMPENSATION	59
Article XXII HOLIDAYS AND VACATION - SECRETARIES/CUSTODIANS.....	61
Article XXIII CLOTHING ALLOWANCE.....	64
Article XXIV MISCELLANEOUS PROVISIONS.....	65
Article XXV FULLY BARGAINED PROVISIONS	68
Article XXVI REPRESENTATION FEE	69
Article XXVII DURATION OF AGREEMENT.....	70
APPENDIX A-1 RULES AND REGULATIONS - SECRETARIES AND CUSTODIANS	71
APPENDIX A-2 RULES AND REGULATIONS - TEACHERS	73
ATTACHMENTS SALARY GUIDES	
APPENDIX B HILLSIDE TEACHERS.....	75
APPENDIX C COACHES.....	77
APPENDIX D HONORARIA GUIDE.....	78
APPENDIX E-1 10-MONTH SECRETARIES.....	80
APPENDIX E-2 12-MONTH SECRETARIES.....	84

APPENDIX E-3 12-MONTH ADMINISTRATIVE SECRETARIES.....	88
APPENDIX F-1 CUSTODIAN.....	92
APPENDIX F-2 LEAD CUSTODIAN ELEMENTARY.....	96
APPENDIX F-3 LEAD CUST., MAINT., GROUNDS, BUS, COMP. TECH (H.S. LEAD & ASST. H.S. LEAD).....	98
APPENDIX G-1 SECURITY	100
APPENDIX H TECHNOLOGY TECHNICIANS.....	101
INSURANCE COVERAGE - HIGHLIGHTS	
HEALTH PLANS.....	102
PRESCRIPTION DRUG PROGRAM	105
DENTAL	109

Article I

RECOGNITION

A. Pursuant to N.J.S.A. 34:13A-1 et. seq. the Board hereby recognizes the Association as the exclusive representative for the purpose of collective Negotiations concerning terms and conditions of employment for all Personnel under contract by the Board as included herein:

- | | |
|---------------------------|----------------------------|
| 1. Classroom Teachers | Psychologists |
| Coaches | Nurses |
| Extra-curricular Advisors | Social Workers |
| Guidance Counselors | Special Area Teachers |
| Librarians | Special Education Teachers |
| 2. Accounts/Payroll Clerk | Secretaries |
| 3. Custodians | Lead Grounds Crew |
| Grounds Crew | Maintenance |
| Lead Custodians | 12 Month Bus Drivers |
| Assistant Lead Custodian | |
| 4. Security Officers | Attendance Officer |
| 5. Technology Technicians | |

But excluding:

- | | |
|----------------------------------|-----------------------------------|
| Superintendent | Secretary to Superintendent of |
| Principals | Schools |
| Vice-Principals | Business Administrator/Board |
| Assistant Principals | Secretary |
| Directors | Assistant Business Administrator/ |
| Administrative Supervisors | Assistant Board Secretary/ |
| Instructional Academic | Payroll Manager |
| Supervisors | Head Bookkeeper |
| Certified Educational Facilities | Secretary to Business |
| Manager | Administrator/Board Secretary |
| Head of Security and Student | Technology Manager |
| Safety | Manager of Human Resources |

B. Unless otherwise indicated, the term “employees” when used hereinafter shall refer to all employees represented by the Association in the negotiating unit as above defined. The term “teachers” shall refer to all employees in group (1.) above; the term “secretaries” shall refer to all employees in group (2.) above; the term “custodians” shall refer to all employees in group (3.) the term technology technicians refer to all employees in group (5) above; and the term “security officer” shall refer to all employees in group (4.) above. Reference to employees shall be deemed to include both the male and female, except

when the context clearly limits the intent to one sex and words used in singular shall include words in the plural, as the text so requires.

Article II

NEGOTIATION PROCEDURE

- A. 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 of both parties".
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.
- D. Pursuant to N.J.S.A. 34:13A-1 *et seq.*, the Board agrees not to negotiate, concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. Pursuant to N.J.S.A. 34:13A-1 *et seq.*, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
- F. This Agreement, together with the appendices attached herewith, incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matters 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 this Agreement.
- G. 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 PROCEDURE

A. GENERAL

1. Definition

"A grievance is an appeal of the interpretation, application or violation of policies, agreements, and administrative decisions, including disciplinary decisions affecting employees' terms and conditions of employment".

2. Procedure

i.) 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.

ii.) 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.

iii.) 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.

iv.) 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 prior to the Board's decision if the appeal proceeds to the Board and to appear at the Board's hearing with the grievant if such a hearing is held.

TEACHERS AND SECRETARIES

3.

i.) Any employee who has a grievance shall discuss it first with his/her Supervisor or Director (or Principal, if no Supervisor or Director), in an attempt to resolve the matter informally at that level. A dated written record of any subsequent meeting shall be made and signed by the Administrator and the employee, with a copy given to each. The date set forth on such record shall be considered the initiation date of the grievance. Any discussion prior to the dated written record of the matter being grieved will not be considered as the initiation of the grievance.

ii.) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) workdays, s/he shall set forth his/her grievance in writing, to the Principal or immediate Supervisor 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 Principal or, immediate Supervisor shall communicate his/her decision to the Superintendent, the employee and Association, in writing, within five (5) workdays of receipt of the written grievance.

iii.) The employee no later than five (5) workdays after receipt of the decision, may appeal the decision to the Superintendent. Such appeal must be made in writing reciting the matter as specified above and the basis for his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) workdays. The Superintendent shall communicate his/her decision in writing to the employee and the Representative designated by the Association.

iv.) If the grievance is not resolved to the employee's satisfaction, s/he may no later than five (5) workdays after receipt of the Superintendent's decision, request a review by the Board. The request shall be submitted, in writing, through the Superintendent who shall attach all related papers and forward the request to the Board. The Board or a committee thereof shall hold a hearing with the employee, if so requested, within fifteen calendar days of the date of receipt by the Superintendent of the request for review by the Board and shall review the grievance and shall render a decision, in writing, within thirty (30) calendar days of receipt of grievance by the Superintendent for review by the Board or within twenty (20) calendar days of the hearing with the employee, whichever comes later.

CUSTODIANS

4.

i.) Any custodian who has a grievance shall discuss it first with his/her supervisor, which in the case of a custodian assigned to a school, is the Principal of that school, and in the case of all other custodians is the Business Administrator, in an attempt to resolve the matter informally at that level. A dated written record of subsequent meetings shall be made and signed by the Principal or to Business Administrator and the employee, with a copy given to each. The date set forth on such record shall be considered the initiation date of the grievance. Any discussion prior to the dated written record of the matter being grieved will not be considered as the initiation of the grievance.

ii.) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) workdays, s/he shall set forth his/her grievance in writing to the Principal or Business Administrator specifying: (1) the nature of the grievance, (2) the nature of the injury or loss, (3) the results of previous

discussions, (4) the basis for his/her dissatisfaction with decisions previously rendered. The Principal or the Business Administrator shall communicate his/her decision to the Business Administrator/Board Secretary , the employee and the Association in writing within five (5) workdays of receipt of the written grievance.

iii.) The employee, no later than five (5) workdays after receipt of the decision, may appeal the decision to the Business Administrator/Board Secretary . Such appeal must be made in writing reciting the matter as specified above and the basis for his/her dissatisfaction with decisions previously rendered. The Business Administrator/Board Secretary shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) workdays. The Business Administrator/Board Secretary shall communicate his/her decision in writing to the employee and the Representative designated by the Association.

iv.) If the grievance is not resolved to the employee's satisfaction, s/he may, no later than five (5) workdays after receipt of the Business Administrator/Board Secretary's decision, request a review by the Board. The request shall be submitted, in writing, through the Business Administrator/Board Secretary , who shall attach all related papers and forward the request to the Board. The Board or a committee thereof shall hold a hearing with the employee, if so requested, within fifteen (15) workdays of the date of receipt by the Business Administrator/Board Secretary or his/her Assistant of the request for review by the Board and shall review the grievance and shall render a decision, in writing, within thirty (30) workdays of receipt of the grievance by the Business Administrator/Board Secretary for review by the Board or within twenty (20) workdays of the hearing with the employee, whichever comes later.

SECURITY OFFICERS

5.

i.) An employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level. A dated written record of any subsequent meeting shall be made and signed by the supervisor and the employee with a copy given to each. The date set forth on such record shall be considered the initiation date of the grievance. Any discussion prior to the dated written record of the matter being grieved will not be considered as the initiation of the grievance.

ii.) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) workdays, s/he shall set forth his/her grievance in writing to the Principal or to the Business Administrator specifying: (A) the nature of the grievance (B) the nature of the injury or loss, the results of previous discussions, (C) the basis for his/her dissatisfaction with decisions previously rendered. The Principal shall communicate his/her decision to the Business Administrator/Board Secretary , the employee, and Association in writing within five (5) workdays of receipt of the written grievance.

iii.) The employee no later than five (5) workdays after receipt of the Principal's decision may appeal the decision to the Business Administrator/Board Secretary or his/her Assistant. The appeal to the Business Administrator/Board Secretary must be made in writing reciting the matter submitted to the school Principal as specified above and the basis for his/her dissatisfaction with decisions previously rendered. The Business Administrator/Board Secretary shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) workdays. The Business Administrator/Board Secretary shall communicate his/her decision in writing to the employee and the Representative designated by the Association.

iv.) If the grievance is not resolved to the employee's satisfaction, s/he may no later than five (5) workdays after receipt of the Business Administrator/Board Secretary's decision, request a review by the Board. The request shall be submitted in writing through the Business Administrator/Board Secretary who shall attach all related papers and forward the request to the Board. The Board or a committee thereof shall hold a hearing with the employee, if so requested, within fifteen (15) calendar days of the date of receipt by the Business Administrator/Board Secretary, of the request for review' by the Board and shall review the grievance and shall render a decision, in writing, within thirty (30) calendar days of receipt of the grievance by the Business Administrator/Board Secretary, for review by the Board or within twenty (20) calendar days of the hearing with the employee, whichever comes later.

GENERAL

6.

i.) If the grievant is dissatisfied with the decision of the Board and the matter pertains to a provision of this Agreement, upon request of the grievant, the appropriate committee of the Association may request the appointment of an arbitrator. Such request shall be made to the Public Employment Relations Commission within fifteen (15) working days after the decision of the Board is received. A copy of such request shall be sent to the Board Secretary at the same time. 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.

ii.) The arbitrator shall limit his or her review to the issue(s) submitted and shall not undertake to resolve any other issue(s). The Arbitrator shall be bound by the terms of this Agreement and shall be without authority to add, subtract or modify anything from this Agreement. The arbitrator's decision shall be binding upon the parties.

B. COSTS

1. Each party will bear the total costs it has incurred.
2. Fees and expenses of the arbitrator will be shared equally by the parties.

3. It is expected that hearings related to the process of arbitration will be conducted outside of work hours. However, if time is lost by an employee due to arbitration proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute.
4. The time lost by the employee must be without pay or charged as a personal day.

C. MISCELLANEOUS

1. The Association may process a grievance on its own behalf or on behalf of a class of individuals. The Association may also process a grievance on behalf of an individual.
2. 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.
3. All grievances shall be made in writing.
4. Hearings pertaining to grievances shall not be held in public.

Article IV

RIGHTS OF THE PARTIES

A. GENERAL

1. Pursuant to N.J.S.A. 34:13-1 *et. seq.*, every employee 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.
2. No employee shall be disciplined, discharged, or reduced in compensation without just cause.
3. Employee Representation.
 - i.) Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment or the salary or any increments pertaining thereto, then s/he 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.
 - ii.) If an employee reasonably believes that an interview with an administrator may result in disciplinary action, s/he may request the presence of an Association representative, and the meeting shall be adjourned until an Association representative is present.
 - iii.) Any suspension of an employee may be with or without pay as provided by regulations and laws.
4. No employee shall be prevented from wearing identification of membership in the Association or its affiliates.
5. The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations to:
 - i.) Direct employees of this school district.
 - ii.) Hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge or take other disciplinary action against employees.

- iii.) Relieve employees from duties because of lack of work, or for other legitimate reasons.
 - iv.) Maintain the efficiency of the school district operations entrusted to them.
 - v.) Determine the methods, means and personnel by which such operations are to be conducted.
 - vi.) Take whatever actions might be necessary to carry out the mission of the school district in situations of emergency.
6. The Board agrees to furnish upon request of the Association, a current roster of HEA employees (as of September 1), and one copy of the agenda and minutes of all public Board meetings, and one copy of names and addresses of all employees.
 7. The Association and its representatives shall have the privilege to use the school building at reasonable hours for meetings with prior approval of the School Principal/Business Administrator.
 8. The Association shall have access to use school facilities and equipment at reasonable times, upon prior approval of the School Principal/Business Administrator, and when such equipment is otherwise not in use. No equipment shall be removed from school property. The Association will pay for any damage incurred, loss or theft of borrowed property. The Board shall not be required to furnish or sell any consumable products or supplies to the Association.
 9. The Association shall have in each school building space on the bulletin board in each employee lounge. The location of the Association bulletin board space in each employee lounge shall be agreed upon mutually by the Association and the school building principal.
 10. The Association shall have the reasonable use of the inter-school and intra-school mail facilities and school mail boxes as it deems necessary, subject to the limitations of the United States Postal Act and provided that this section shall not make any District facility or the District as a whole an open or limited public forum within the meaning of federal or state law.
 11. Both parties agree that in the best interests of themselves, and of the educational process, any criticism that a member of one of the parties makes about a member of the other of the parties shall not be made in public.
 12. Use of school buildings, facilities and equipment shall be subject to rules and regulations set forth by the Superintendent.

13. Not later than October 31 of each school year, every employee will be notified, in writing, of the number of personal illness and personal business days (where appropriate) accrued by them effective the start of the work year.
14. 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 other applicable laws and regulations.
15. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, 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.

B. TEACHERS

1. During the Orientation Meeting of teachers, the Association shall, if it so requests, have thirty (30) minutes time on the program.
2. Any change in the grade of a student made by an administrator shall be made only after consultation with the teacher that first determined the grade. The teacher shall initial the grade change, as evidence of the consultation. Such initialing shall not necessarily indicate the teacher's agreement with the change.

C. SECURITY OFFICERS

All security officers, following receipt of their fourth contract year after having been continually employed for three (3) full school years, shall be re-appointed for the next academic year, unless there is just cause for their non-renewal . Grievances regarding the above shall be permitted through arbitration provided that the grievance/arbitration procedure shall not replace or be inconsistent with any alternate statutory appeal procedure.

Article V

WORK YEAR

A. GENERAL

1. Final determination of the school calendar, after communication with the HEA, shall be made by the Board upon the recommendation of the Superintendent. The calendar shall be posted on the website when approved by the Board of Education.
2. Substantive changes in the school calendar affecting scheduled vacation periods will be made by the Board upon the recommendation of the Superintendent after s/he has conferred with the Association.
3. The district shall make available the next year's calendar for 12 month employees (July through June) as soon as possible during the year but no later than March 31.

B. TEACHERS

The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend additional days of orientation) shall not exceed one hundred eighty six (186) days nor be less than one hundred eighty (180) days.

C. SECRETARIES

1. Ten-month secretaries shall be employed from September 1 through June 30.
2. Twelve-month secretaries shall be employed from July 1 through June 30.

D. CUSTODIANS

Custodians shall be employed on a twelve-month basis from July 1 through June 30.

E. SECURITY OFFICERS

The Security Officers' work year shall be the teacher calendar.

Article VI

HOURS OF WORK

Unless modified or contradicted by paragraph 11 of this Article VI.A., the following provisions will be in effect:

A. TEACHERS

1. **Teachers shall meet with their mentor on a regular basis.**
2. The elementary teachers work day, unless otherwise specified herein, shall be 6 hours and 30 minutes in duration. The middle school and high school teachers work day, unless otherwise specified herein, shall be 7 hours and 2 minutes in duration (per the bell schedule). As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or out" by hours and minutes. A teacher shall indicate his/her presence for duty by placing his initials in the appropriate column of the faculty "sign-in, sign-out" roster. All teachers will sign out no sooner than five (5) minutes after student dismissal.

Two (2) days per week teachers shall be available for a total of 15 minutes prior to student arrival or after student dismissal to meet with students or parents. Teachers will inform students of which days each week they will be available.
3. Teachers shall have a duty-free lunch period of at least thirty (30) minutes duration. Teachers in the elementary schools will be provided with sufficient time in escorting their students to and from lunch to guarantee their 30 minute duty free lunch.
4. Leaving the building.
 - i.) Teachers may leave the building without requesting permission during their scheduled duty-free lunch period, but they must indicate they are leaving and returning by initialing the faculty "sign-in, sign-out" roster.
 - ii.) Teachers may leave the building during prep time with the approval of the building principal or his/her designee. Permission shall not be unreasonably withheld.
5. An Association representative may speak to the teachers at any faculty meeting for a reasonable time upon the request of the representative. The school principal shall place the representative's request on the agenda.

6. Whenever possible, the notice and agenda items for any meetings shall be announced to the teachers involved at least two (2) days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda. In general, meetings will not exceed one hour. Both parties to this Agreement recognize and agree that the free exchange of ideas is to be encouraged at all faculty meetings, and that teachers are to be provided reasonable opportunities to express their views at such meetings.
7. Preparation periods.
 - i.) All classroom teachers shall have five periods per week as preparation time. Any classroom teacher who works a full day schedule shall be assigned an average of one preparation period for each full day worked.
 - ii.) Preparation periods are those periods during which the teacher is not assigned to a regularly scheduled responsibility. Teachers are expected to utilize the preparation period in such a manner as to enable them to further their effectiveness. Teachers may be required to meet with supervisors during preparation periods as long as they are given advance notice where circumstances permit.
 - iii.) Exceptions to the provisions of Article VI-A.2., 3., 4., 5., 6. may be made in case of emergency
8. All teachers shall be required to attend four (4) evening functions, two (2) evening parent conferences, one (1) back-to-school night, and (1) evening school event within a teacher's own school.

For the evening parent conferences, one shall be scheduled in the fall and one in the spring. There shall be half-day sessions on the dates of evening parent conferences. The total hours of the half-day and evening conference shall not exceed the length of the regular school day.
9. Meetings will be scheduled for Mondays. A maximum of 30 meetings per year may be scheduled by the Principal.
10. Flexible Scheduling.
 - i.) It is agreed that flexible scheduling is a valid and attainable goal, which may be utilized to benefit students and foster positive community relations. Flex staff hours may be scheduled by the Superintendent after discussion with the President of the HEA.
 - ii.) The Board may schedule either a late or early workday for the purpose of improving educational services. The total hours and minutes of work will

remain the same as the regular school schedule. If an early shift teacher is required to remain for an afternoon meeting, s/he shall be paid at the rate of the class coverage but shall not be paid for attendance at the meeting itself.

11. Teachers, such as art and music, whose jobs necessitate that they attend more than the stated number of evening functions in Article VI-A.7 and 8. shall be compensated at the Driver Education rate for the time spent at evening functions above the number stated.
12. High School/Middle School Workday
 - i. 5 teaching periods and one ten minute homeroom.
 - ii. 1 prep period
 - iii. 1 duty-free lunch period of at least 34 minutes.
 - iv. A period shall be 50 minutes long.
 - v. The workday shall be 7 hours and 2 minutes long.
 - vi. Class coverage shall be at the contractual rate.
 - vii. Teachers who volunteer for a sixth teaching period due to an emergency shall be paid 1/6 of their salary. This amount will be added to their salary for pension purposes to the extent allowed under pension law and regulations.
 - viii. Nurses will receive 30 continuous minutes daily for the completion of paperwork, reports, etc. The scheduling of this time will be agreed upon between the principal and nurse. If an emergency arises, nurses must respond. It is understood that this time will be respected and school staff will be informed that nurses may not be called upon during this time except if an emergency arises.

If the district returns to a block schedule, the following terms and conditions will be in effect:

- i. The length of the day shall be 6 hours and 30 minutes.
- ii. Teachers shall have no more than 240 minutes of teaching time per day.
- iii. Teachers may be assigned a 10-minute homeroom per day.
- iv. Teachers shall receive 600 minutes prep time over a 2-week period in blocks of not less than 40 minutes.
- v. Teachers shall receive a daily duty-free lunch of at least 30 minutes.

- vi. Teachers may be assigned a 40-minute duty period. The duty time will not exceed 200 minutes over a 2-week period.
- vii. Teachers may be assigned class coverage for 40 minutes at the contractual rate.
- viii. Teachers who volunteer to take on an additional teaching assignment due to an emergency need will be compensated 1/6 of their salary for teaching every other day. This will be added to their salary for pension purposes to the extent allowed under pension law and regulations.
- ix. Any teacher assigned more than 3 preparations (different courses of study) to teach will receive an extra 40 minutes of prep time per week. Lead teachers and teachers who request 3 different courses of study will not receive this additional prep time.
- x. To the extent possible, no teacher will be scheduled in 2 consecutive years to work more than 2 blocks in a row without a break.

If the district returns to a traditional schedule, the following terms and conditions will be in effect:

The workday will be:

- xi. 5 teaching periods and one 10 minute homeroom.
- xii. 1 prep period.
- xiii. 1 duty-free lunch period of at least 30 minutes.
- xiv. 1 duty period.
- xv. A period shall be 46 minutes long.
- xvi. The workday shall be 6 hours and 46 minutes long.
- xvii. Class coverage shall be at the contractual rate.
- xviii. Teachers who volunteer for a sixth teaching period due to an emergency shall be paid 1/6 of their salary. This amount will be added to their salary for pension purposes to the extent allowed under pension law and regulations.
- xix. Nurses will receive 30 continuous minutes daily for the completion of paperwork, reports, etc. The scheduling of this time will be agreed upon between the principal and nurse. If an emergency arises, nurses must

respond. It is understood that this time will be respected and school staff will be informed that nurses may not be called upon during this time except if an emergency arises.

13. The middle school and the high school schedules will be identical schedules. These traditional schedules will reflect an increase of 21 instructional minutes per day.

B. SECRETARIES

1. The normal workday for all secretaries shall not begin before 7:30 AM, nor terminate later than 5:00 PM. No secretary shall be required to be in a building alone at any time.
2. All secretaries are entitled to take one (1) duty-free hour for lunch.
3. Ten-month secretaries shall work seven (7) hours per day and thirty-five (35) hours per week for the ten-month period.
4. Twelve-month secretaries assigned to the central administrative staff, secretary to high school principal and secretary to Director of Special Services, shall work seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week for the twelve-month period.
5. Twelve-month secretaries assigned to the high school (other than the secretary to the high school principal) or to the elementary schools, shall work seven (7) hours per day and thirty-five (35) hours per week for the twelve-month period.
6. Any time worked beyond the hours stated in Sections B3-B5 of this article shall be compensated at the rate of one and one-half (1½) times the normal hourly rate.

C. CUSTODIANS

1. The normal workweek shall be Monday through Friday.
2. The hours of work for custodians shall be as follows:
 - i.) From the first day of school in September through the close of school in June, Monday through Friday of each week, eight (8) hours per day, forty (40) hours per week, staggered shifts.
 - ii.) From the day schools are closed in June to the day preceding opening of schools in September; eight (8) hour day, five days per week, forty hours per week, day shift.

- iii.) All custodians are subject to work an eight (8) hour shift between the hours of 6:00 AM and 12:00 Midnight. Whenever assigned, custodians will be required to work overtime in excess of forty (40) hours.
- iv.) For work performed in excess of eight hours in any day, a custodian will receive one and one-half (1½) times his normal hourly rate provided that said custodian had worked a forty-hour week. In determining whether a custodian has met the forty hour week requirement, the time the custodian actually was on the job shall be added to the following that may have occurred during said week: Holiday (8 hours), approved vacation time with pay, approved sick leave with pay. For calculating overtime, the workweek shall begin at 12:01 AM on Monday and end at 12:00 Midnight on Sunday. Overtime will be assigned on an equitable basis to employees who are qualified to perform the overtime work required.
- v.) Custodians shall be paid twice their hourly salary rate (double time) for all work performed on a Sunday or paid Holiday. A minimum of two (2) hours pay at the appropriate overtime rate shall be paid to a custodian whenever s/he is requested to report to duty to perform 'emergency' work.

3. Overtime

- i.) All custodians covered by this agreement must notify the Business Administrator/Board Secretary of the telephone number where they can be reached or called for overtime work as may be scheduled by the Superintendent, Business Administrator/Board Secretary or his/her assistants, the school principal, or head custodian.
- ii.) Whenever possible, the request for a custodian to work overtime will be made a minimum of forty-eight (48) hours in advance of the time it is desired that said custodian report for work.

D. SECURITY OFFICERS

- 1. The normal workweek shall be Monday through Friday.
- 2. The hours of work shall be as follows:
 - i.) Each employee shall work eight (8) hours per day, forty (40) hours per week.
 - ii.) Whenever assigned, security officers will be required to work overtime.
 - iii.) For work performed in excess of eight (8) hours in any day, a security officer will receive one and one-half (1½) times his/her normal hourly rate provided that said security officer had worked a forty-hour week. In

determining whether a security officer has met the forty (40) hour week requirement, the time the security officer actually was on the job shall be added to the following that may have occurred during said week: Holiday (8 hours), approved sick leave with pay. For calculating overtime, the workweek shall begin at 12:01 AM on Monday and end at 12:00 midnight on Sunday. Overtime will be assigned on an equitable basis to employees who are qualified to perform the overtime work required.

- iv.) Security officers shall be paid twice their hourly salary rate (double-time) for all work performed on a Sunday.
- 3. Whenever possible, the request for a security officer to work overtime will be made a minimum of forty-eight (48) hours in advance of the time it is desired that said security officer report for work.
- 4. The regular daily rate for security officers shall be the employee's annual salary divided by two hundred (200). The regular hourly rate shall be the employee's daily rate divided by eight (8).
- 5. All security guards scheduled to work must work during graduation as part of their work-day.
- 6. An overtime rotation procedure shall be developed by the Board and the Association. All overtime shall be assigned according to the rotation procedure.

All rotation lists shall be generated by seniority;
When possible, the request for a security guard to work overtime shall be made forty-eight (48) hours in advance:
Any officer declining overtime shall be placed at the bottom of the list;
Any officer who accepts overtime and does not show up for the assignment shall not be eligible for future overtime for a period of two (2) months; and
Once overtime is accepted, the security officer's name shall be placed at the bottom of the list.
- 7. In order to be eligible for overtime the employee must work the day before and the day after. The workweek resets every Monday.

E. COVERED PART-TIME EMPLOYEES

The normal workweek and the normal hours of work for part-time employees covered by this Agreement shall be as scheduled. Part-time employees shall be paid at the rate of one and one-half (1½) times their regular rate for each hour worked in excess of the regular workday of full-time employees in their classification.

Article VII

SALARIES

A. GENERAL

1. The salaries of all employees covered by this Agreement, for each of the school years of the Agreement, are set forth in Appendices B through G, which are attached hereto and made part of hereof.

Employees shall be paid in equal semi-monthly installments according to their contract basis as follows:

- i. Twelve month basis shall be paid in twenty-four (24) installments.
 - ii. Ten month basis shall be paid in twenty (20) installments. An option for ten month employees to be paid over 12 months is offered and is described in #2 below (summer pay program.)
2. All ten month employees shall be given the option to elect a summer pay program. They may have one-tenth (1/10) of their regular gross payroll withheld and paid over four equal payments in the summer (July and August) in accordance with the regular payroll schedule. Employees choosing this option must enroll for the ENTIRE fiscal year no less than seven (7) working days before the first payroll of the year.

Payments in July and August will be made according to the District's payroll schedule. Payments will be remitted as a Direct Deposit.

Note that interest earned from deposits of summer savings deductions will be prorated according to individual contributions and paid to all participants in the last summer check.

3. Employees may individually elect to have any amount of their semi-monthly salary deducted from their net pay and deposited in the County Educators Federal Credit Union.
4. Paydays
 - i.) Paydays are regularly scheduled on the 15th and last day of each month.
 - ii.) Whenever a payday falls on or during a school holiday, vacation or weekend, that payday shall be re-scheduled to the last workday preceding it.
5. The Board shall set up automatic payroll deposit. Employees may designate one account in the institution of their choosing for deposit of their paycheck, providing the institution chosen participates in electronic deposits.

B. TEACHERS

1. Teachers shall receive their final checks on the last workday of June provided they have fulfilled all professional responsibilities as required by law and/or customarily performed on or prior to such date.
2. Any teacher, who due to the unavailability of a substitute, is required to, cover a class for an absent teacher, will be remunerated at the rates for each school year as follows:
 - i.) SY – 2017-2020 \$38.14
3. Administrators will adhere to the following program:
 - i.) Substitutes will be called first.
 - ii.) Volunteers will be sought.
 - iii.) Teacher will be assigned on a rotation basis.
 - iv.) The Board reserves the right to evaluate this program and to terminate it if, in the Board's judgment, the program proves to be ineffective.
4. Special Education Teachers who are required to work on Saturdays or Holidays in connection with the Olympics or field trips, shall be allowed compensatory time.
5. Coaches shall be paid in two (2) installments: one (1) installment at mid-season and the remainder upon completion of assignment.
6. Teachers who hold the position of Core Proficiency Facilitator, as appointed by the Superintendent, shall be paid a stipend of

2017-2020 \$1,630

per year in addition to their regular annual Teacher salary.

7. Mentor Stipend

Mentoring fees, to a maximum of \$1,000 will be deducted from the novice teacher's salary and paid over to the mentor teacher upon proof of completion of the mentor's obligations. If the State provides funding for this purpose, the funds received from the state will be paid proportionally to the novice or mentor, as necessary.

8. The Curriculum Writing Rate will be equal to the Driver's Education hourly rate in each year of this contract.

9. Teachers who hold the position of High School Lead Teacher or Math/Science Resource Teacher, as appointed by the Superintendent, shall be paid the following stipend:

i.) 2017-2020 \$7,034

10. Longevity pay for Teachers will be as follows:

i.) 25 years \$850

Longevity pay adjustments will become effective on the 1st of the semi-annual month of July or January that comes first after the date of eligibility for such salary adjustment.

Employees hired on or after 7/1/2015 shall not be entitled to any longevity.

C. SECRETARIES

1. Longevity pay for secretaries will be as follows:

i.) Upon completion of 15 years of service

2017-2020 \$1,600

ii.) Upon completion of 20 years of service

2017-2020 \$2,300

iii.) Longevity pay adjustments will become effective on the 1st of the semi-annual month that comes first after the date of eligibility for such salary adjustment as follows:

a.) Twelve-month Secretaries - July or January.

b.) Ten-month Secretaries - September or February.

2. The parties agree that secretaries assigned to a higher job category will be paid consistent with the method applied to custodians in D1 below.

Employees hired on or after 7/1/2015 shall not be entitled to any longevity.

D. CUSTODIANS

1. Assignment to a Higher Category

- i.) Custodians assigned to a higher job category for a temporary period shall be paid on the higher salary guide at the corresponding step from the first day.
- ii.) Custodians who are promoted to a position with a higher salary range shall be moved from their current step laterally to the corresponding step on the promotional column of the salary guide.
- iii.) When a lead custodian is out for five or more workdays for any reason other than vacation, the district will assign a custodian to act as lead custodian and will pay that employee at the higher rate in accordance with subparagraph i. above.

2. Boiler Licenses

- i.) Custodians who possess a boiler license shall receive the following salary adjustment:

2017-2020	\$740
-----------	-------

- ii.) Any custodian, hired on or after July 1, 1980, shall obtain a boiler license within one (1) year of the date of their employment. Failure to obtain a boiler license within the period of time specified above may subject such custodian to dismissal, withholding of an increment or other disciplinary action at the Board's discretion. The Board shall attempt to arrange for boiler classes at least once each year for qualified custodians.

3. Custodians will normally be paid for overtime work on the payday immediately following the pay period that such work was performed.

4. Longevity pay for custodians will be as follows:

- i.) Upon completion of 15 years of service

2017-2020	\$1,600
-----------	---------

ii.) Upon completion of 20 years of service

2017-2020 \$2,300

iii.) Longevity pay adjustments will become effective on the 1st of the semi-annual month of July or January that comes first after the date of eligibility for such salary adjustment.

5. The night-shift differential for custodians whose work schedule begins not earlier than 2:00 PM shall be paid at the following monthly rate

2017-2020 \$216

6. The salary rate for part-time maintenance/custodian personnel employed by the Board shall not exceed the maximum hourly rate for maintenance personnel in accordance with the salary guides.

7. The Lead Grounds Crewman and the Lead Custodian - High School shall receive the following annual stipend

2017-2020 \$3,181

8. Bus drivers who are required by law to have periodic fingerprint or background rechecks shall be reimbursed the cost of these procedures.

9. The welder shall receive an annual stipend of \$1,200.

Employees hired on or after 7/1/2015 shall not be entitled to any longevity.

E. SECURITY OFFICERS

1. In addition to the salaries in Appendix H, the Head Security Officer at the high school shall receive an annual stipend as follows:

2017-2020 \$1,901

2. Longevity pay for security officers will be as follows

i.) Upon completion of 15 years of service

2017-2020 \$1,600

ii.) Upon completion of 20 years of service

2017-2020 \$2,300

iii.) Longevity pay adjustments will become effective on the 1st of the semi-annual month of July or January that comes first after the date of eligibility for such salary adjustment.

Employees hired on or after 7/1/2015 shall not be entitled to any longevity.

F. The Superintendent shall meet with the association leadership and the building administration to reallocate club stipends and club titles no later than August 31st every year. All changes in the amount of club stipends must be mutually agreed upon.

G. A scattergram will be sent to the Association President no later than October 1st every year in order that the Business Office and the Association may verify that all salaries are accurate.

Article VIII

TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

A. GENERAL

1. No later than May 1 of each school year, the Superintendent shall make available to the Association and post in all school buildings, a list of the known unfilled positions covered by this Agreement, which s/he expects to fill prior to the opening of school in September.
2. Employees who desire a change in assignment or who desire to transfer to another building, may file a written statement of such desire to the Superintendent no later than May 15th. The final decision pertaining to assignments rests with the Superintendent or designee. Upon reaching his/her decision, the Superintendent shall notify the employees involved.
3. As soon as possible, and not later than the last two (2) weeks of school, the Superintendent shall post in each school and make available to the Association President, a system wide roster showing the names and tentative assignments of all personnel covered by this Agreement. In the event of change of assignment, the employee involved will be notified at the earliest possible time.
4. During the school year, notice, etc. of all open positions (except classroom teacher), in the Hillside Schools shall be posted in all schools and sent to the Association President. 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 fifteen (15) days after the posting notice has been issued.
5. During the summer months, notice of promotion postings for custodial employees and secretaries shall be posted in all schools and sent to the Association President or his/her designee.
6. The Board reserves the right to transfer employees between work sites, except that no employee shall be so transferred for disciplinary reasons. If there is a dispute as to whether a transfer of an employee between work sites is disciplinary, the Public Employment Relations Commission shall determine whether the basis for such transfer is predominately disciplinary.

B. TEACHERS

1. Positions will be posted and placed on the AppliTrack (or similar web-based job posting site) once available. Applications and statements of interest will all be processed through the AppliTrack system. During the summer months, all vacancies shall be posted on AppliTrack and announced through Blackboard Connect (or similar district automated phone calling system) .
2. All openings for positions in the summer school or federal projects shall be posted on AppliTrack by the Superintendent in accordance with the procedure for publicizing, promotional vacancies set forth in Article VIII, A. 4 and A. 5 of this Agreement. Summer school positions shall be publicized not later than two (2) weeks before the last day of school.
3. On or before September 30th of each school year, the Superintendent shall request applications from the staff indicating their desire to serve in the Home Instruction Program.
4. It is recognized that teachers may be assigned to lunch program supervision, subject to the following: lunch program assignments shall be scheduled on the basis of a weighted formula to be developed between the Association and the Superintendent which includes consideration of non-compensation committee assignments.

C. SECRETARIAL

The appointment of a secretary to an open secretarial position shall be governed by the following:

1. Whenever the ability of two or more secretaries is equal, the secretary who has seniority shall be appointed.
2. If it is determined that the ability of the secretaries is unequal, then the secretary with greater ability shall be appointed, seniority notwithstanding.

D. CUSTODIAL

The appointment of a custodian to an open custodial position shall be governed by the following:

1. Whenever the ability of two or more custodians is equal, the custodian who has seniority shall be appointed.
2. If it is determined that the ability of the custodians is unequal, then the custodian with greater ability shall be appointed, seniority notwithstanding.
3. Custodians who will be permanently transferred from one shift or building to another shall be given at least two weeks notification before such permanent transfer, whenever possible.

E. SECURITY GUARDS

Security guards who will be permanently transferred from one shift or building to another shall be given at least five work days notification before such permanent transfer occurs.

Article IX

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years shall be granted to any tenured employee who joins the Peace Corps, VISTA, National Teacher Corps or serves as an exchange teacher or overseas employee, and is a full-time participant in either of such programs or accepts a Fulbright Scholarship. Employees requesting such leave shall give no less than ninety (90) days notification. Employees returning from leave must notify the Superintendent on or before February 1st preceding the school year in which they plan to return.

- B. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. Employees requesting such leave shall give no less than ninety (90) days notification. Employees returning from leave must notify the Superintendent on or before February 1st preceding the school year in which they plan to return.

- C. Maternity
 - 1. All pregnant employees may apply for a leave of absence without pay, except as provided in C-5 (v) below. Upon request, such leave shall be granted for a reasonable period of time to a specific date following birth.
 - 2. Maternity leave shall be granted subject to the following conditions:
 - i.) An employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
 - ii.) A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - iii.) Exact date of the leave will be arranged, if possible, before the beginning of the semester.
 - iv.) A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before the employee is permitted to return from maternity leave.
 - 3. A tenured employee's return date to employment shall be extended for a period of time not to exceed two (2) years for reasons associated with pregnancy, birth or related cause. Upon request, tenured employees on extended maternity leave will receive health benefits at the Board's expense for a period of twelve (12) months. During any additional time on leave beyond the twelve (12) months, the employee will be permitted to purchase health insurance at his/her own expense. However, the leave of absence granted a non-tenured employee hereunder may not be

extended beyond the end of the contract school year in which the leave is obtained. Upon request, non-tenured employees on extended maternity leave shall continue to receive the health insurance benefits of Article XIII following the expiration of any covered leave under the Family Medical Leave Act and/or the New Jersey Family Leave Act for a period of time not to exceed the end of the contract school year.

4. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return. . When an employee returns from leave just prior to a school recess, he/she shall return at least one week before such recess, otherwise he/she shall return after the end of the recess.
5. No employee shall be removed from her duties during pregnancy except upon one of the following:
 - i.) Any employee who wishes to exercise their rights under the Family Medical Leave Act or the NJ Family Leave Act may do so within the parameters governing the statute and appropriate case law.
 - ii.) In addition, personal sick leave may be used for a leave of absence, which begins as the result of a physical disability. Employees who take a voluntary leave of absence prior to their period of actual disability are not entitled to use sick leave for a disability, which occurs later. The period of disability for the purpose of this section shall be defined as the period commencing one month before the anticipated delivery date and ending one month after the actual delivery, or such period of actual disability as certified to the Board by the attending physician.
6. An employee on maternity leave shall have the opportunity to substitute in the Hillside School District in the area of her certification/qualifications at the discretion of the Superintendent of Schools.
7. Any tenured employee adopting an infant child may be granted a leave up to a period of two (2) years without pay. Such leave shall commence upon her/him receiving defacto custody of said infant, or earlier, if necessary, to fulfill the requirements for the adoption. Employees requesting such leave shall give no less than 90 days notification. Upon request, tenured employees on extended leave shall continue to receive the health insurance benefits at the Board's expense for a period of twelve (12) months. During any additional period of time on leave beyond the twelve (12) months, the employee will be permitted to purchase health insurance at his/her own expenses. When an employee returns from leave just prior to a school recess, he/she shall return at least one week before such recess, otherwise he/she shall return after the end of the recess.

8. Return from maternity leave, leave for adoption purposes or extended leaves will generally occur at the beginning of a school year. Individuals desiring to return from such leaves must notify the Superintendent before April 1st immediately preceding the school year in which they intend to return.
- D. The Board, upon the recommendation of the Superintendent, may grant other requests for leaves of absence, without pay. Upon request, employees on extended unpaid medical leave for their own serious health condition (other than leave covered by worker's compensation) shall continue to receive the health insurance benefits of Article XIII for up to twelve (12) months following the expiration of any covered leave under the Family Medical Leave Act.
 - E. Upon return from leave granted pursuant to Sections A and B of this Article, an employee shall be considered as if s/he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent, where applicable. An employee shall not receive increment credit for time spent on a leave granted pursuant to Sections C and D of this Article.
 - F. All extensions or renewals of leaves shall be applied for and, if granted, be in writing. The Board, upon the recommendation of the Superintendent, shall act upon such extensions or renewals. Such request must be made prior to February 1st.
 - G. The period of time granted a non-tenured employee for a leave of absence shall not be counted or considered in the calculation of service time to determine whether such employee is entitled to obtain tenure status.

Article X

EDUCATIONAL COUNCIL

- A. A joint Educational Council shall be established as soon as possible after the effective date of this Agreement. It shall consist of up to seven (7) administrators from the district selected by the superintendent, one of whom shall be a board member, and one teacher from each building selected by the Association. The Council shall meet at least four (4) times a year and advise the Board on such matters as school calendar, teaching hours and teaching load, class size, educational specialists, non-teaching duties, teacher employment, teacher assignment, teacher transfers, promotions, teacher evaluation, teacher facilities, professional development and educational improvement, protection of teachers, students and property, maintenance of classroom, control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement, extra curricular programs, in-service programs, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, teacher responsibilities, educational specifications for buildings and other matters regarding the effective operation of the Hillside School District.
- B. The Educational Council shall establish rules of procedure and shall provide for a rotating chairmanship that shall be responsible for the arrangement and conduct of meetings.
- C. The Council shall meet by prepared agenda.
- D. The Council shall be empowered by majority vote to form subcommittees to study and render reports to the Council concerning the topics suggested in Section A of this Article.
- E. The primary function of the Educational Council is to recommend, through the Superintendent, for Board consideration, the establishment of policies and practices pertinent to the items suggested in Section A. The Council in preparing their recommendations for Board consideration shall at all times avail itself of the most up-to date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.
- F. All reports and recommendations outlined above in Section E shall be in writing.
- G. The Board, in order to establish this Council and to enable it to function adequately, agrees to budget \$1,000 each year for the term of this Agreement to provide for expenditures related to the work of the Council.

Article XI

EVALUATIONS

A. GENERAL

1. An employee shall be given a copy of any evaluation report prepared by his/her evaluators before any conference is held to discuss it. If the employee is dissatisfied with his/her evaluation conferences, s/he may request additional conference time prior to the evaluation being placed in his/her file. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without a prior conference with the employee. The employee shall sign all material of this nature that is placed in his/her file. Such signature shall indicate only that the report has been read by the employee, and in no way indicates agreement with the contents thereof.
2. Those complaints regarding an employee made to any member of the administration by any parent, student or other person which may be used in any manner in evaluating an employee shall be promptly investigated. The employee shall be given an opportunity to respond to and/or rebut those complaints, which, as a result of the investigation, shall become part of his/her file.
3. The employee shall acknowledge that s/he has had the opportunity to review such complaint by affixing his/her signature to the copy to be filed, with the express written understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copy.
4. All documents shall be filed, signature notwithstanding, and such action shall be so indicated by the supervisor. The Association shall be informed if any employee described in the unit in Article I has refused to sign derogatory or evaluation material that is being placed in his/her file.

B. TEACHERS

The minimum number of observations for all non-tenured and tenured teachers shall be in accordance with the requirements set forth in the Teacher Effectiveness and Accountability for the Children of New Jersey ("TEACHNJ") Act and implementing regulations. In addition, all non-tenured and tenured teachers shall receive an annual summative evaluation. Nothing in this article shall restrict the administration from conducting additional observations of non-tenured or tenured teaching staff members.

C. SECRETARIAL

1. Tenured secretaries shall be evaluated one (1) time a school year by a Supervisor prior to May 1st.
2. Non-tenured secretaries shall be evaluated two (2) times a school year by a Supervisor as follows:
 - i.) Prior to December 1st.
 - ii.) Prior to May 1st.
3. Nothing in this article shall restrict the administration from conducting additional evaluations of a secretary if, in the judgment of a supervisor, such additional evaluations would be useful.
4. In the event a secretary commences work ninety (90) days prior to an evaluation deadline delineated above, the Board may elect not to conduct the evaluation. However, every secretary who commences work by April 1st shall receive at least one evaluation for that year on or before June 30th.

D. CUSTODIAL

1. Tenured custodians shall be evaluated one (1) time a school year by the building principal prior to May 1st.
2. Non-tenured custodians shall be evaluated two (2) times a school year by the building principal as follows:
 - i.) Prior to December 1st.
 - ii.) Prior to May 1st.
3. Nothing in this article shall restrict the administration from conducting additional evaluations of a custodian if, in the judgment of the building principal, such additional evaluations would be useful.
4. In the event a custodian commences work ninety (90) days prior to an evaluation deadline delineated above, the Board may elect not to conduct the evaluation. However, every custodian who commences work by April 1st shall receive at least one evaluation for that year on or before June 30th.

E. SECURITY OFFICERS

1. Tenured and Non-tenured Security Officers shall be evaluated two (2) times a school year by a supervisor as follows:
 - i.) Prior to December 1st.
 - ii.) Prior to May 1st of each school year.
2. Nothing in this article shall restrict the administration from conducting additional evaluations if, in the judgment of a supervisor, such additional evaluations would be useful.
3. In the event a Security Officer commences work ninety (90) days prior to an evaluation deadline delineated above, the Board may elect not to conduct the evaluation. However, every Security Officer who commences work by April 1st shall receive at least one evaluation for that year on or before June 30th.

Article XII

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salary of any employee dues for the Hillside Education Association, the Union County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e) and under rules established by the State Department of Education. All monies, so deducted, together with records of any corrections, shall be transmitted to the treasurer of the Hillside Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. Employee's authorization for salary deductions shall be in writing.
- B. Each of the Associations named in Section A hereof shall certify to the Board, in writing, the current rate of its membership dues. An Association, which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of such change.
- C. Additional authorization for dues deductions may be received after August 1st under rules established by the State Department of Education.
- D. The notice of an employee'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. Those notices filed after December 1st shall become effective the following July 1st.
- E. The Association is hereby granted the exclusive right to dues deduction for the duration of the Agreement.

Article XIII

INSURANCE

- A. The Board shall provide for all full-time employees hired on or before December 31, 2005, and their eligible dependents, full health and medical care coverage. The Board shall pay the full premium of such coverage for each eligible full-time employee and for eligible dependents, subject to contributions pursuant to tier 4 of Chapter 78. All full time employees hired on or after January 1, 2006, and their eligible dependents, shall be enrolled in the the POS plan. The Board shall pay the full premium of such coverage for each eligible full time employee and for eligible dependents. Any such employee who opts to enroll in the Choice POS plan must pay the difference in the premium cost between the POS plan and the Choice POS plan. Any such employee shall be entitled to select the Choice POS plan at no additional cost to the employee if the employee is rehired for a fourth consecutive year (tenure year) by the Board. At each employees option, enrollment in either the Prudential or AFLAC income protection plan may be selected, all at the employee's expense.

- B. The Board will continue to provide a Prescription Plan for the duration of this Agreement. Effective July 1, 2018 the employee co-pay shall be Ten Dollars (\$10.00) for a generic equivalent drug and Twenty-Five Dollars (\$25.00) for brand name drug and fifty Dollars (\$50.00) for a non-preferred brand name drug.

- C. The Dental Plan in force on January 1, 2006, will continue in force during the period of this Agreement.

- D. All employees covered by this agreement shall contribute towards health insurance on Tier 4 of Chapter 78, P.L. 2011, throughout the life of this agreement.

Effective Date	Description of Change
September 1, 1998	Revision-Payment for Preventive and Diagnostic Services will increase from 75% to 100% of usual, customary and reasonable fee for such services.
January 1, 2006	Increase the Annual Maximum Benefit from \$1,500.00 to \$2,000.00. Increase the Lifetime Orthodontia Maximum from \$1,500.00 to \$2,000.00

- E. Reimbursement for job related personal property damage will be a maximum of \$250 per incident, with a fund per year not to exceed \$2,500. Any claim for reimbursement must be submitted, in writing, on the established form, to the Superintendent within thirty (30) days from the date of occurrence of such loss. Such claim shall include the nature of the loss or damage, the time, place, circumstances surrounding the loss or damage, and estimate of damage. The Superintendent shall evaluate all claims and advise the employee of his/her decision. Such decision shall not be subject to the grievance procedure.
- F. Employees, upon retirement from a qualified State Pension Plan on or after July 1, 1986, will be permitted to purchase prescription and dental coverage by payment of the full group rate premium for themselves and all eligible dependents for which coverage is desired. For the purposes of this Article, full time employees shall be defined as an employee who works an average of twenty (20) hours per week or more.
- G. Effective January 1, 2006 eligible employees who have medical, prescription and dental coverage provided elsewhere may opt to waive Board-paid insurance for a cash payment as follows:

<u>Coverage</u>	<u>Medical</u>	<u>RX Drug</u>	<u>Dental</u>	<u>Total</u>
<u>Single</u>	\$750	\$275	\$50	\$1,075
<u>Employee/Child(ren)</u>	\$1,100	\$375	\$75	\$1,550
<u>Employee/Spouse</u>	\$1,600	\$625	\$85	\$2,310
<u>Family</u>	\$1,900	\$650	\$100	\$2,650

Payment shall be made in two installments (December/June) in each school year in which coverage is waived. If the employee should lose coverage from the alternative source during the year, he/she shall be immediately returned to the District's insurance plan(s) with the coverage to which he/she was previously eligible. Any such employee returning to the district's insurance plan(s) will receive a prorated portion of the cash benefit for the amount of time that they are not enrolled in the respective plans. Employees may reenroll in the district's insurance plan(s) during any open enrollment period for a subsequent year.

- H. The Board shall establish a Section 125 IRS plan and bear the cost of the administration of the plan.
- I. Reimbursement for gym membership shall not be a benefit that is considered part of "equal to or better" in the event that the insurance carrier is changed.
- J. Any "non-bargained" change(s) in benefits shall be equal to or better than coverage.

Article XIV

EMPLOYMENT PRACTICES

- A. Placement on Steps.
1. Except as to increments and adjustments heretofore withheld from employee, each employee shall be placed on his/her proper step of the salary schedule (where applicable) as of the beginning of the school year in accordance with A.2. below and salary guide rules set forth herein as Appendix A.
 2. Credit will be granted in accordance with State Statute for military service, N.J.S.A. 18A:29-11, or alternative civilian service required by the Selective Service System and full credit for Peace Corps, VISTA, or National Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment.
- B. Previously accumulated unused leave days accumulated in Hillside shall be restored to all returning employees, provided they return within a three (3) year period of time and provided the employee is on a Board approved leave of absence.
- Employees who leave the district for military leave or through a reduction in force and then return, at any time, shall have their accumulated leave days restored.
- C. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th provided negotiations have been completed.
- D. Secretaries, custodians, and security officers shall be notified no later than May 31st.
- E. Teachers shall return contract or notice of intent to return not later than June 1st.
- F. Secretaries, Custodians and Security Officers shall return such contract or notice of intent no later than June 15th.
- G. Non-tenured Employees.
1. The Board shall give to each non-tenured employee either of the following on or before the dates shown below in G.2. &.3:
 - i.) A written offer of a contract for employment for the next succeeding year.
 - ii.) A written notice that such employment shall not be offered.
 2. Employed continuously since the preceding September 30th.
 - i.) Non-tenured teachers - May 15th.

- ii.) Non-tenured secretaries, custodians, and security officers – May 31st.
- 3. Employed after September 30th - June 30th.
- 4. Any non-tenured employee who receives a notice of non-employment may, within five (5) days thereafter, in writing, request a meeting with the Superintendent or his/her designee. The employee may request the presence of an Association representative at such meeting.

Article XV

SICK LEAVE

A. GENERAL

1. Sick leave is hereby defined to mean the absence from his or her post of duty, of any employee because of personal disability due to illness or injury, or because s/he has been excluded from school by the school district's medical authorities due to a contagious disease or being quarantined for such a disease in his/her immediate household.
2. Employees shall be allowed sick leave with pay for a minimum number of workdays according to their contract basis as follows:
 - i.) Ten-month employees - ten (10) workdays per contract year.
 - ii.) Twelve-month employees - twelve (12) workdays per contract year.
 - iii.) Employees hired after the first month of their contract basis shall receive a bank equal to one (1.) day a month for the remainder of that contract year effective from the date of employment.

B. Whenever any employee 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 employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments provided in accordance with applicable laws shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workers' Compensation of the Revised Statutes. Any amount of salary or wages paid or payable to the employee shall be reduced by the amount of any Workers' Compensation award made for temporary disability.

C. If any such employee requires in any contract 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.

D. Upon termination of employment of any employee from the Hillside School District, the Board shall issue, at the request of the employee, a certificate stating such employee'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.

E. Whenever an employee is absent for three (3) consecutive days due to illness, the employee must present a certificate from his/her physician documenting the reason for

the absence. This provision does not infringe upon the school district's managerial right to request a note from a physician whenever an employee is absent from work due to illness.

F. The Association will communicate to the employees the necessity to avoid unnecessary absences.

G. SICK LEAVE BANK

Employee Sick Leave Bank

Effective July 1, 2011, an Employee Sick Leave Bank is a benefit made available to all employees of the Hillside Board of Education, with the exception of substitutes, long-term substitutes and/or other temporary employees. The Bank will provide up to 50 sick days per disability when an employee exhausts his/her accumulated sick leave and is approved by the Sick Leave Bank Committee.

I. Purpose

A. As established in N.J.S.A. 18A:30-10, the purpose of the sick leave bank shall be to enable employees of the Board who are entitled to sick leave to draw needed days of sick leave in addition to any days to which they are otherwise entitled. The sick leave days available to a Board employee from the sick leave bank shall be leave days previously donated to the bank by Board employees. Employees may donate sick leave days as agreed upon by the Board and the majority representative.

II. Definitions

A. "Member" – Contributors to the Sick Leave Bank who meet all eligibility requirements.

B. "Bank" – Employee Sick Leave Bank.

C. "Committee" – Hillside Board of Education/Hillside Education Association Employee Sick Leave Bank Committee.

D. "Catastrophic Illness" – A life-threatening and prolonged illness or injury resulting in a medical condition for which a physician has certified that the condition is likely to result in the loss of 30 or more work days during a 12-month period.

E. "Disability" - Catastrophic personal illness or injury.

III. Majority Representative

A. It is recognized and agreed that the Hillside Education Association (HEA) is the majority representative.

IV. Sick Leave Bank Committee

- A. The Bank shall be administered by a Committee which shall be comprised of three members selected by the Board of Education and three members selected by the HEA.
 - B. The Committee may establish standards or procedures that it deems appropriate for the operation of the sick leave bank.
 - C. In the event of a dispute and deadlock among the six (6) members of the Committee, the Superintendent will render a final decision.
 - D. The Committee will meet on an as-needed basis or when scheduled by the superintendent.
 - E. The decisions of the Committee are final and not subject to appeal through the grievance procedure or through arbitration.
- V. Sick Day Donation
- A. Any district employee may become a member of the bank provided that they meet the following requirements:
 1. Are a permanent employee of the Hillside Board of Education;
 2. Have completed two consecutive years of employment;
 3. Have already banked no less than fifteen (15) sick days; and
 4. Are willing to donate one (1) sick day and no more than one sick day to the Bank.
- VI. Sick Day Claim
- A. A member shall forward his/her application to the Committee at least thirty (30) days prior to the effective date. In cases where catastrophic illness or injury does not allow thirty (30) day notice, the member should submit the application as soon as reasonably possible.
 - B. All applications must be accompanied by a physician's statement and should include:
 1. The nature of the illness or disability;
 2. The initial date of illness or disability;
 3. The projected loss of work time and/or projected date of return.
 - C. In the event of a claim, the sick days to be awarded from this bank will only apply when:
 1. The member has suffered a catastrophic personal illness or injury;
 2. A catastrophic personal illness or injury has been substantiated by a physician's statement on physician's letterhead and states the member's name, reason for absence and total disability, and estimated return to work;
 3. The member has agreed in writing that the disability is not the result of elective or cosmetic procedures;
 4. The member has completed the application and submitted his/her request to the Committee;
 5. The member has used up all of his/her accumulated sick days;

6. The member has taken no more than five (5) days without pay;
7. The member agrees not to deplete the Bank to less than twenty (20) percent.

VII. Rules of Procedure

A. Once the reserve of sick leave days is created, its use will be restricted to members.

B. The Bank shall be established in the following manner:

1. Annually on or before October 1st, employees who are eligible to donate and wish to join the Bank must sign an agreement to join. The agreement form will be mutually developed by the Committee.
2. Any permanent employee who has worked no less than two (2) consecutive years for the Hillside Board of Education and has banked no less than fifteen (15) sick days shall be eligible to join the Bank.
3. Each employee who joins the Bank shall make an initial donation of one (1) sick day (no more than one sick day) from his/her accumulated sick leave. Once donated the sick day shall not be returned. Only when the number of days in the Sick Leave Bank falls below thirty (30%), each member who wishes to remain in the Bank must donate one (1) additional day to maintain coverage. In the event of a reduction in force or termination, accumulated sick leave from the Bank shall not be compensated but shall remain credited to the Bank.
4. Employees shall receive written notification via email prior to additional required donations. Members of the Bank may withdraw from coverage by requesting this in writing to the Committee. Eligible employees not members of the Bank may also join at this time.
5. The use of days from the Bank shall be closely regulated and use granted only after approval by the Committee.
6. Members may utilize the Sick Leave Bank multiple times in the same school year provided that the catastrophic personal illness/injury is a recurrence of the same illness/injury. Each claim however shall be treated independently from the first and the member will have to have met all the requirements as stated above.
7. Sick Leave Bank days may be taken in addition to any other leaves provided for by law or regulation. In cases which involve work-related injuries and the member is being compensated through Worker's Compensation, no application will be considered until the member is released by the Worker's Compensation physician, the stipulations in under Sick Day Claim are met, and no further income is being received through Worker's Compensation Insurance.

Article XVI

TEMPORARY LEAVE OF ABSENCE

A. GENERAL

1. The combined total for all Association representatives to be absent for Purposes of Association business, shall not exceed eight (8) workdays per year.
2. If, on any one day, requests for a temporary leave day of a personal nature exceed ten (10) percent of the number of employees in a building, or, in the case of a building in which there are fewer than twenty (20) employees, these requests exceed two (2) employees, the Superintendent may deny or postpone requests beyond the above limitations.
3. All leaves of absence for Personal Business or Association Business (see 1. and 2. above), are subject to the following conditions:
 - i.) At least three (3) days notice shall be given, in writing, through the building principal, when requesting a personal day.
 - ii.) Lacking such notice, the absence may be considered unauthorized and employee's pay will be deducted at a daily rate of 1/200 of the annual salary for ten-month employees and 1/240 for twelve-month employees.
4. The Superintendent, in the best educational interest of the school district, is empowered to deny any requests for absences, Personal Business or Association Business. Such denial shall be subject to grievance procedure with the exception of those personal days outlined in D.2 and D.6.
5. Extensions to any temporary leave of absence referred to in following sections may be made at the discretion of the Superintendent. Such extensions of leaves shall be without pay.
6. All employees who retire from the Hillside School District and have unused personal business days in any school year shall be compensated at the time of retirement for such days in accordance with the schedule for payment for unused sick days (Article XXI - Attendance Incentive Compensation). Payment for such personal days shall be in addition to payment for unused sick days. The unused personal days shall be added to any unused sick days to determine the total monies due said retiree.

The accumulation of unused days begins on or after the school year listed below:

Teachers	School Year 1980-81
Secretaries/Custodians/Security Officers	School Year 1986-87

7. All leaves of absence under the Federal Family Leave Act shall run concurrently with sick leave.

B. MILITARY DUTY

1. A regularly appointed employee 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 employees 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 for training, or other duty ordered by the Governor; provided, however, that all 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.
2. 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 employee who is a member of the organized reserve of the Army of the United States, U.S. Air Force Reserve, U.S. Naval Reserve or U.S. Marine Corps Reserve or any other organization affiliated therewith, shall be entitled to leave of absence from his/her respective duty without loss of pay or time on all days which s/he shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such employees.

C. COURT APPEARANCES/JURY DUTY

1. Any employee who shall have been required to attend a court of law by reason of having been served with a subpoena shall be excused from work without loss of pay for one (1) day due to attendance at court, provided the said subpoena is filed with the Superintendent within three (3) workdays from the date of absence.
2. If the employee is a party to the suit, full pay shall be deducted for each day's absence.
3. Any employee called to serve on jury duty shall suffer no loss in pay for such service.

D. PERSONAL BUSINESS TEACHERS

1. Teachers shall be entitled to non-accumulative leave of absence with full pay up to a maximum of two (2) days in any contract year for personal business. All teachers who retire from the Hillside School District, who have unused personal business days in any school year, on or after the 1980-81 school year, shall be compensated at the time of retirement for such days in accordance with the

schedule for payment for unused sick days (see Article XXI-Attendance Incentive Compensation). Payment for such personal days shall be in addition to payment for unused sick days. The unused personal days shall be added to any unused sick days to determine the total monies due said retiree.

2. 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 except for justifiable reason which receives prior approval of the Superintendent. The denial by the Superintendent of a request for such personal days shall not be subject to grievance procedures.

SECRETARIES/CUSTODIANS/SECURITY OFFICERS

3. Employees employed a full contract year shall be entitled to non-cumulative leave of absence with full pay up to a maximum of two (2) days in any contract year for personal business.
4. Any employee 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.
5. Any employee 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.
6. Personal Business days will not be granted the day immediately preceding nor following a vacation, nor school holiday, nor for personnel assigned to a school during the seven (7) calendar days prior to the opening of school for students at the start of the school year and the seven calendar days prior to the end of the school year for students.

E. FAMILY ILLNESS

TEACHERS

1. For illness in the immediate family (husband, wife, civil union/domestic partner, children and other members of the same home-father and mother, brothers, sisters; grandfather and grandmother; father-in-law and mother-in-law) three (3) days in any contract year. The definition of "illness": one necessitating the presence of the employee.

SECRETARIES/CUSTODIANS/SECURITY OFFICERS AND COMPUTER TECHNICIANS

2. For illness in the immediate family: (husband, wife, civil union/domestic partner, children and other members of the same home; father and mother, brothers, sisters; grandfather and grandmother; father-in-law and mother-in-law) three (3) days in any contract year for employees employed a full contract year. Any

employee 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 employee 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. The definition of "illness": one necessitating the presence of the employee.

F. DEATH IN FAMILY

1. Up to five (5) consecutive working days may be granted for death in the immediate family (husband, wife, civil union/domestic partner, children and other members of the same home; father and mother; brothers and sisters; grandfather and grandmother; current father-in law and mother-in-law and grandchild). Such leaves shall only be requested immediately following such death.
2. In case of death of an aunt, uncle, current brother-in-law, current sister-in-law, niece or nephew, ex-father in law, ex-mother in law any employee will be granted permission to be absent up to two (2) working day with pay.
3. In all cases of death of other near relatives, no deduction from the salary shall be made for absence on the day of the funeral, provided such absence has been approved by the Superintendent prior to its occurrence.

Article XVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. TEACHERS

The Board agrees to reimburse individual tenured teachers only for the cost incurred in connection with the successful completion of any graduate course, exclusive of those required for teaching certification, subject to the following:

1. The teacher must secure prior written approval of the courses by the Superintendent.
2. Seventy percent (70%) of the tuition cost will be reimbursed.
3. The maximum amount of money to be reimbursed to any individual teacher for courses successfully completed shall be as follows:
 - i.) 2017-2020 \$ 2,200
4. The Board shall pay no more than the following total tuition reimbursement:
 - i.) 2017-2020 \$ 69,500
5. At the conclusion of the new course(s), a teacher will submit the following materials to the Superintendent for processing of tuition reimbursement:
 - i.) Paid bursar's receipt for tuition from the college.
 - ii.) Official college transcript or official grade report indicating a grade "B" or better for graduate courses, "B" or better for undergraduate courses, or "pass" if course is taken with a pass/fail option.
 - iii.) Purchase Order - signed - claim for reimbursement.
6. Any teacher who wishes to earn an endorsement to their Certificate in Mathematics or Science, shall apply to the Superintendent for approval to take courses under the provisions of this section of the Agreement. The Superintendent shall at his/her discretion, either approve or deny the request. The decision of the Superintendent shall not be subject to the grievance procedure. All such courses approved shall be with full tuition reimbursement. These funds shall be in addition to those in Section 4 above. Any teacher accruing benefits under this section shall, upon completion of these courses, remain in the district for two (2) years or refund to the Board on a prorated basis the fund paid for tuition reimbursement.

7. Teachers may seek, and the Superintendent may, in his/her discretion approve, reimbursement for undergraduate courses subject to the limitations set forth above.
8. The total amount of money per year shall be apportioned in 3 (three) separate equal amounts for fall, spring, summer reimbursements. Any unused funds from one semester shall carry over into the following or preceding semester, but not the following year.

The parties agree that at the end of the first year, either party may ask to reopen for the limited purpose of discussing this equitable distribution method.

9. Professional Development Committee hours shall count toward completion of the committee members' requirement, if not prohibited by the State Board of Professional Development.
10. In-service: All district in-service programs including the Efficacy program training shall be eligible for state-required continuing education credit.
11. The teacher is required to maintain a record for their "20 hour" yearly certificates. Also, the district will maintain a record of the number of hours of continuing education for each teacher and provide each teacher with an accounting of his/her accumulated hours each November. Any discrepancies between the district and the teacher's records should be noted within 30 days of receipt of the board records.
12. Mentoring

All Vacancies for mentoring positions shall be posted as early as the district is aware of its needs. The postings shall include the qualifications for the position.

No employee shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, said employee shall not be involuntarily assigned again until all other qualified employees have been assigned.

B. SECRETARIES/CUSTODIANS/SECURITY OFFICERS/COMPUTER TECHNICIANS

1. Secretaries, custodians, security officers and computer technicians enrolled in courses which, in the opinion of the Superintendent or his/her designee, are related to their field of work, shall be reimbursed for the cost of three (3) courses up to a maximum of Nine Hundred Dollars (\$900.00) in each year of the contract, subject to the conditions set forth above.
2. The Board shall pay no more than the following total tuition reimbursement:

i.)	School Year – 2017-2018	\$35,000
	School Year 2018-2020	\$10,000

This amount is separate from that in Article XVII, A-4.

Article XVIII

PROTECTION OF EMPLOYEES

- A. Pursuant to statute, employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent.

- B. Whenever any civil action has been or shall be brought against any employee, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, 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.

- C. Should any criminal action be instituted against any employee for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such employee, the Board shall reimburse him/her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

- D. No employee shall inflict or cause to be inflicted, corporal punishment upon a pupil attending school, but any employee may, within the scope of his/her employment, use and apply such amounts of force as is reasonable and necessary in the following situations. Such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this section.
 - 1. To quell a disturbance, threatening physical injury to others.
 - 2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.
 - 3. For the purpose of self-defense.
 - 4. For the protection of persons or property.

Article XIX

TEACHER SABBATICAL LEAVE

The underlying philosophy of the sabbatical leave is to increase the quality of teaching by giving the teacher an opportunity to improve or refresh his/her professional skills and to gain enriching and broadening experiences 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 consideration, sabbatical leave may be granted to those certified personnel meeting the following conditions: A teacher must complete six (6) years of teaching in Hillside, the last four (4) of which shall be consecutive and have a master's degree before s/he may apply for such leave. Applications for sabbatical leave shall be made to the Board on or before October 15th of any year. If approved, such leave shall officially begin at the beginning of the school year immediately following. The teacher applying for sabbatical leave shall submit a detailed rationale indicating the degree to which s/he believes his/her projected program has merit, to the Board on or before October 15th. The Board will respond to such applications within sixty (60) days.

Such leave may be granted to approximately two (2) percent of the teachers in the system per year.

- A. Teachers on such leave shall make regular written reports to the Superintendent as s/he may require.
- B. Each applicant shall be notified promptly by the Superintendent, in writing, of the decision of the Board concerning his or her application.
- C. The period of sabbatical leave shall count as regular service for the purpose of retirement planning. Contributions by the teacher to the retirement fund shall continue as usual during such period and the time spent shall count in regard to salary adjustment.
- D. Such leave of absence shall be without prejudice to the teacher's tenure rights.
- E. Should the program of study or itinerary being pursued by a teacher on sabbatical leave be interrupted by serious accident or illness during such leave (established by evidence satisfactory to the Board and Superintendent), this fact shall not constitute a breach of the conditions of such leave and shall not prejudice the teacher against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by registered letter within ten (10) days of its occurrence.
- F. If the Superintendent is convinced that a teacher 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 and the Board may terminate the leave of absence as of the date of its abuse after giving the teacher a hearing.

- G. Teachers on such leave shall not associate for compensation with any persons or organizations during the school year, except when the Board and Superintendent approve such association as beneficial to this school system and only then upon the conditions prescribed by them.
- H. Teachers on sabbatical leave shall be paid three quarters (3/4) of their annual salary but in no event shall the total earnings of such teachers exceed their earnings for the previous years as adjusted by increment and raise. Each such teacher 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 teacher shall complete two (2) years of service with the Board after return from sabbatical, or shall die, and shall be forgiven in part, pro-rata, in the event the teacher shall serve less than two (2) years with the Board after return from sabbatical.
- I. Salary shall be paid in accordance with the general time schedule for payment of salaries in the Hillside Public School System.
- J. A teacher on sabbatical leave must notify the Superintendent of his/her intention to resume his/her duties by February 1st prior to the expiration of said leave.
- K. Such leave shall be granted for one year.

Article XX

REIMBURSEMENT FOR USE OF CAR

The reimbursement to be paid to employees for the cost of travel required during performance of their duties shall be computed on the basis of the actual mileage incurred, multiplied by the rate per miles authorized by the OMB Circular rate, all as stated in the Board's policy relating to travel.

Article XXI

ATTENDANCE INCENTIVE COMPENSATION

A. TEACHERS

A teacher who elects to retire and applies within sixty (60) days for applicable benefits under one of the plans of the N.J.T.P.A.F. shall be paid, based upon unused accumulated sick days, at the following rate:

Per Day	Maximum
\$55.00	\$12,000.00

B. SECRETARIES/CUSTODIANS/SECURITY OFFICERS

A secretary or custodian who elects to retire under a State Retirement Plan shall be paid, based upon unused accumulated sick days, at the following rate:

Per Day	Maximum
\$27.50	\$6,000.00

C. GENERAL

1. All employees who elect to receive benefits under this Article XXI must provide non-binding written notice to the School Business Administrator and the Superintendent no later than ninety (90) calendar days prior to the effective date of retirement, provided that such notification shall not be given later than the last business day in January of the year in which the employee is retiring. Later notification will result in the incentive compensation being paid in the second successive budget year (i.e., notification on February 15, 2002 will result in payment on about July 15, 2003).
2. The estate of any employee who dies while in the employ of the Hillside School District shall also be eligible to receive the above compensation.

Article XXII

HOLIDAYS AND VACATION - SECRETARIES/CUSTODIANS

A. HOLIDAYS

1. GENERAL

- i.) Final determination of the Holiday Schedules for each school year shall be made by the Board upon the recommendation of the Business Administrator/Board Secretary, after s/he has conferred with representatives of the Association.
- ii.) The holiday schedule shall be provided annually and posted on the district website after Board of Education approval.
- iii.) In order to receive holiday pay, an employee must work the regular scheduled workday before the holiday, and the regular scheduled workday after the holiday, unless s/he has been excused by his/her immediate supervisor/school principal or unless the administration is satisfied that the absence was justified.

2. NUMBER of HOLIDAYS.

The number of paid holidays per school year granted for each type of employee is as follows:

i.) Secretaries:

Twelve (12) month basis assigned to the Administration Building - 15 days.

ii.) Secretaries:

Ten (10) month basis are granted full holidays on the days that school is not in session for pupils, teachers and administrators, in accordance with the school calendar adopted annually by the Board, except for additional time required at the beginning of the school year (from the first weekday of September to the opening of school, exclusive of Labor Day Observance), and the time beyond the last day of the school year to the last weekday of June.

iii.) Secretaries:

Twelve (12) month basis assigned to an elementary school or the high school are granted paid holidays as outlined above for the months from September to June (exclusive of high school Principal's secretary).

iv.) Custodians:

Twelve (12) month basis: 14 days.

B. VACATION

GENERAL

1. Vacation shall be scheduled to provide efficient operation of the school district. Employees shall submit request for vacation of a week or more by April 1st so that a tentative master schedule can be planned. Where possible, administration will approve the schedule on or before May 1st. If there is a conflict in requests, seniority will prevail.
2. Requests for individual vacation days to be submitted no later than three (3) workdays prior to date of vacation to commence. In cases of unforeseen circumstances, a request may be made to immediate supervisor.
3. Employee's service is computed as of July 1st (of anniversary year) to determine the amount of vacation days earned for the following school year.
4. Employees who earn vacation days during a fiscal year ending June 30th must utilize such days during the ensuing twelve months and may not accumulate such days beyond said twelve months.
5. All twelve (12) month employees shall be entitled to vacation, with pay, in accordance with the following schedule:
 - i.) Less than one (1) year employment - one (1) workday for each full month of employment.
 - ii.) Upon completion of one (1) year but less than eight (8) years of service, twelve (12) workdays.
 - iii.) Upon completion of eight (8) years but less than fifteen (15) years of service, eighteen (18) workdays.
 - iv.) Upon completion of fifteen (15) years but less than twenty (20) years of service, twenty (20) workdays.
 - v.) On Completion of twenty (20) years of service - twenty-four (24) workdays

C. SECRETARIAL

1. When the annual employment period of any secretary is changed from ten months to twelve months, the amount of vacation days will be computed as follows:
 - i.) The number of months of prior service with the Board to be divided by twelve (12).
 - ii.) The secretary is to be given credit for the number of prior years of service as computed in i.) above to determine the amount of vacation, in accordance with the vacation schedule outlined in v.) 1.) through 5.) above. The secretary or clerk will be entitled to such vacation during the year that this reclassification has become effective.
2. No secretary shall take vacation time which will result in such person being absent from their position more than ten (10) consecutive working days.
3. Vacation days may be accumulated, with prior written approval of the Superintendent, for administrative reasons.
4. Administrative Leave.
 - i.) Administrative secretaries shall also be entitled to six-and-one-half (6 1/2) administrative leave days per year.
 - ii.) Determination of the assignment of the leave days will be made by the Board upon the recommendation of the Superintendent who will in turn confer with the Association. Notification of the assignment of the administrative days will be made to the secretaries as soon as possible following determination of the school calendar and administrative needs. Half days will be determined by simply dividing secretary's day by two: half of seven-and-one-half (7½) hours shall be three-and-three-quarter (3¾) hours.

D. CUSTODIAL

1. All vacations must be approved by the Business Administrator/Board Secretary or his/her Assistant. Vacation approval will be subject to the following guidelines:
 - i.) A maximum of three weeks vacation will be permitted during the time schools are closed for summer vacation.
 - ii.) Elementary School.

- a.) Where more than three full-time custodians are assigned, not more than two custodians will be permitted a vacation during the same period of time.
- b.) Where three or less than three full time custodians are assigned, not more than one custodian will be permitted a vacation during the same period of time.

iii.) High School.

No more than three custodians will be permitted a vacation during the same period of time.

iv.) Vacations will be granted on a seniority basis.

v.) All custodians entitled to ten or less days shall take such vacation during the months of July and August. Bus Drivers entitled to ten or less days may take 5 days of vacation in August. Any remaining days shall be taken during Christmas recess first and then during Spring recess. All custodians who are entitled to more than ten days of vacation, shall also take ten vacation days during the months of July and August. The excess vacation beyond ten days shall be taken between September 1st and June 30th of each school year when schools are closed for students, such as Christmas, Winter and Spring recesses. Effective July 1, 1992, all custodians who are entitled to fifteen vacation days or less, shall take those vacation days during the months of July and August. The excess vacation beyond fifteen days shall be taken between September 1st and June 30th of each school year when schools are open. Exceptions may be granted by the Business Administrator or his/her Assistant.

vi.) No additional time off will normally be authorized in conjunction with a vacation.

2. All vacation requests not meeting the herein criteria, shall be approved or disapproved by the Business Administrator/ and/or Assistant at his/her sole discretion and such decision shall not be subject to appeal or grievance to any person, judicial or quasi-judicial administrative agency or other decision-making body.

Article XXIII

CLOTHING ALLOWANCE

A. CUSTODIAL

1. All custodians having satisfactorily completed their three (3) months probationary period will receive six (6) sets of uniforms and two (2) pairs of safety shoes. Custodians may choose a winter jacket in lieu of one pair of shoes. The uniform allowance shall include provision for summer weight uniforms. Custodians are required to wear their uniforms. The uniforms will only be replaced, as needed, when authorized by the Business Administrator/Board Secretary. Unless circumstances dictate otherwise, all requests for new or replacement uniforms must be submitted no later than September 15 of the current school year.
2. Custodians assigned to the maintenance or grounds crew shall also receive one (1) winter jacket. Replacement jackets will be furnished whenever the Business Administrator/Board Secretary determines such jackets unserviceable.
3. The Board will make an adequate supply of safety goggles and foul weather gear available to custodians for the performance of their duties.
4. The maximum allowance for each pair of safety shoes shall be \$150 per contract year. Shoes may be purchased at the store of the custodian's choice. The custodian shall be reimbursed upon approval of the Board of a paid original receipt. Custodians may receive a prepaid voucher for shoes at a Board-approved store. Custodians must wear approved safety shoes when on duty.

B. SECURITY OFFICERS

1. The Board shall provide Security Officers with nylon jackets with a zip-out lining and an appropriate logo at a reasonable cost. The Board shall determine the selection of the type/color, etc. of the jackets. Jackets shall remain the property of the Board and shall remain on Board premises at all times. Upon termination, the jackets shall be returned to the Board. Appropriate raincoats and boots shall be provided for officers assigned to work outside.
2. Any security officer who is assigned to outside duty during winter months shall be issued a winter jacket with hood and logo.
3. Jackets shall be ordered no later than September 15th for the current school year (30 days after probation period).
4. Security officers shall be issued six (5) sets of uniforms and two (2) pairs of work shoes. Security Officers shall be required to wear their uniforms while on duty. The uniforms will be replaced as needed, with the approval of the Business Administrator/Board Secretary.

Article XXIV

MISCELLANEOUS PROVISIONS

A. GENERAL

1. This Agreement shall be construed as though it were a Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect.
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.
3. Any contract between the Board and individual employees, during the term hereof executed, shall be subject to and consistent with, the terms and conditions of this Agreement. In case any such contract contains any language inconsistent with this Agreement, the provisions of this Agreement shall be controlling during the term thereof.
4. However, the provisions of this section shall not apply to any provisions in any contract between the Board and an individual non-tenure employee providing for termination of the employment of such employee on written notice for the period of time prescribed in such individual contract.
5. Copies of this Agreement shall be reproduced at the expense of the Board and HEA jointly and distributed by the Association to all employees.
6. Nothing in this Agreement shall operate retroactively unless expressly so stated.
7. 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 address:
 - i.) If by the Association to the Board of Education, at their appropriate address; and
 - ii.) If by the Board to the President of the Association, at his/her appropriate address as filed with the Board, fifteen (15) days after his/her installation.
8. If a RIF is planned for the following school year, the Board will notify the Association prior to action whenever possible. Such notice will be in writing and will include the specific positions to be affected and the reasons for the proposed

action if known. Opportunity will be provided the Association to discuss the reasons for such actions and suggest educationally sound alternatives.

9. The Board shall grant one 3:15 p.m. dismissal per year to all unit members for the purpose of an Association meeting. The date shall be mutually agreeable to the HEA and Superintendent. Any bargaining unit member who has not completed his/her shift shall return to duty at the end of the meeting. This meeting shall not include contractual ratification meetings.

B. SECRETARIAL/CUSTODIAL

If the Board shall determine that it is necessary to abolish any secretarial or custodial positions covered by this Agreement, the following procedures will be implemented in regard to a Reduction-In-Force:

1. Non-tenured employees will be terminated prior to any tenured employees in the same job category requiring the same job skills.
2. Non-Tenured employees to be terminated shall be determined on the basis of job performance as indicated by semi-annual evaluations.
3. If it is determined that there are two or more non-tenure employees employed in the same job category requiring the same skills and there exists no significant difference in job performance, the employee with the least seniority shall be terminated.
4. When any tenured secretary or custodian covered by this Agreement is dismissed by reason of Reduction-In-Force, the one having the least number of years to his/her credit in the same job category requiring the same job skills, shall be dismissed in preference to any other having a longer term of service and the person so dismissed shall be and remain upon a preferred eligibility list, in the order of years of service, for re-employment whenever vacancies occur and shall be reemployed by the Board in such order and upon re-employment shall be given full recognition for previous years of service in his/her respective positions and employment.

C. CUSTODIAL

For custodians hired prior to July 1, 2018 following receipt of their fourth contract, after having served continuously for three (3) calendar years (36 months), shall be placed under tenure, notwithstanding that said custodian may have been appointed for a fixed term, and shall not be dismissed or suspended or reduced in compensation, except as the result of the reduction of the number of custodians in the district made in accordance with the provisions of the New Jersey Statutes pertaining to the same or except for neglect, misbehavior or other offense and only in the manner prescribed by New Jersey Statutes 18A-6-9 *et. seq.*

For custodians hired on or after July 1, 2018, all custodians, following receipt of their fifth contract, after having served continuously for four (4) calendar years (48 months), shall be placed under tenure, notwithstanding that said custodian may have been appointed for a fixed term, and shall not be dismissed or suspended or reduced in compensation, except as the result of the reduction of the number of custodians in the district made in accordance with the provisions of the New Jersey Statutes pertaining to the same or except for neglect, misbehavior or other offense and only in the manner prescribed by New Jersey Statutes 18A-6-9 *et. seq.*

Article XXV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 signed this Agreement.

Article XXVI

REPRESENTATION FEE

- A. An employee in the collective negotiating unit who does not become a member of the Association shall pay a representation fee to the Association during the term of this Agreement in the manner determined by law.
- B. The Association hereby agrees to indemnify the Board and save it harmless from any and all judgments, liens, demands, liabilities, claims or other expenses arising from the employer's compliance with this Article, providing the Board acts in compliance with statute and regulation in the implementation of this Article.
- C. The Association shall provide counsel who shall defend any action and be present at any hearings or proceedings, all at the Association's own cost and expense.

Article XXVII

DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2017 and shall continue in effect until June 30, 2020. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties to the Agreement, and unless such extensions are agree 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 above written.

HILLSIDE BOARD OF EDUCATION

HILLSIDE EDUCATION ASSOCIATION

By: _____

By: _____

Note:

Any language changes, which do not reflect negotiated changes nor continue the original meaning or intent of the agreement are editorial errors and as such shall have no force or effect.

APPENDIX A-1

RULES AND REGULATIONS – SECRETARIES, CUSTODIANS, SECURITY OFFICERS AND COMPUTER TECHNICIANS

Be it resolved that the following rules for the administration of salaries for secretaries, custodians, security officers and computer technicians became effective July 1, 1986 and supersede any and all rules or resolutions previously adopted for all employees:

1. This salary guide is not to be considered a contract between the employee and the Board of Education.
2. Increments as indicated on these salary guides may be withheld from employees upon the recommendation of the Superintendent with the approval of the Board. In any case, no increments shall be granted unless the employee has been employed for more than one half (1/2) of the previous contract year. (Ten-month employees prior to February 1st. Twelve-month employees prior to January 15).
3. Experience gained in any school system or in fields of work that are closely related to the prospective assignment in the Hillside Public Schools shall be evaluated by the Superintendent with the approval of the Board.
4. To qualify for regular increments, employees must perform their duties satisfactorily as evidenced by the approval and recommendations of the Superintendent.
5. Secretaries, Custodians, Security Officers or Computer Technicians who seek to improve their skills shall qualify for an educational stipend for additional training or study, subject to the following conditions:
 - i.) The course or program must be related to their work and be approved by the Superintendent.
 - ii.) Ten (10) hours of instruction shall equal one (1) credit.
 - iii.) For Secretaries, Custodians and Security Officers completion of 30 credits (300 hours) shall equal \$500 added to the base salary each year. Sixty credits (600 hours) equals \$1,000. Ninety credits (900 hours) equals \$1,500. One hundred twenty credits (1,200 hours) equals \$2,000. Associate and Technical degrees shall qualify for a \$1,000 stipend each year. A Bachelor's degree shall qualify for a \$2,000 stipend each year.
 - iv.) For Computer Technicians, completion of thirty (30) credits (300 hours) shall equal \$750 added to the base salary each year for steps one (1) through seven (7), and \$650 added to the base for steps eight (8) through ten (10). Sixty (60) credits (600 hours) shall equal \$1,299 added to the base salary each year for steps one (1) through four (4), and steps nine (9) and ten (10); \$1,199 added to

the base for steps five (5) through seven (7); and \$1,099 added for step eight (8) Ninety (90) credits (900 hours) shall equal \$1,750 added to the base salary each year for steps one (1) through seven (7), and \$1,650 added to the base for steps eight (8) through ten (10). One hundred twenty (120) credits (1,200 hours) shall equal \$2,250 added to the base salary each year for steps one (1) through seven (7), and \$2,150 added to the base for steps eight (8) through ten (10).

Associate and technical degrees shall qualify as listed above for sixty (60) credits (600 hours) each year. A bachelor's degree shall qualify as listed above for one hundred twenty (120) credits (1,200 hours) each year.

Appendix A-2

RULES AND REGULATIONS – TEACHERS

Be it resolved that the following schedule for the administration of salaries for teachers shall become effective on July 1, 1986 and shall supersede any and all schedules or resolutions previously adopted for teachers.

1. The term "teacher" as used in the following paragraphs shall mean any classroom teachers, guidance counselors, nurses, librarians, social workers, school psychologists, special teachers, coaches or extra-curricular advisors regularly employed by the Board.
2. The salary guide is not to be considered a contract between the teacher and the Board.
3. Salary increments, as indicated on this salary guide, may be withheld from individuals with the approval of the Board.
4. 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 evaluated by the Superintendent with the approval of the Board.
5. Teacher's salaries shall be classified according to their teaching experience in the Hillside Public Schools and training level as set up under the provisions of this salary guide.
6. For purpose of computing levels of training:
 - A. CLASS I will be those individuals with a Bachelor's Degree
 - B. CLASS II will be those individuals with a Master's Degree
 - C. CLASS III will be those individuals with thirty (30) credits beyond the Master's Degree
7. Not more than eighteen (18) semester credits approved by the Superintendent and earned in an accredited teachers college or colleges and universities, or in courses conducted by the New Jersey State Department of Education, will be applied toward advancement on the salary guide in any one (1) school year (September 1 to June 30), and not more than twenty-four (24) semester credits will be applied during the period September 1 to September 1. These restrictions as to the number of credits do not apply to those on leaves of absence.
8. Teachers who plan to complete enough college work to entitle them to reclassifications under a higher training level during a particular fiscal year, shall notify the Superintendent, in writing, before November 15th of the preceding fiscal year.
9. Teachers will be placed on the corresponding step of the salary guide when reclassified due to advanced training.

10. Reclassification and salary adjustments shall take place during the months of September and February.

11. COACHES GUIDE

Credit may be granted for experience gained in any school system relating to the same sport of the prospective assignment in the Hillside School District, upon evaluation of the Superintendent and approval of the Board.