

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

JULY 1, 2008 THROUGH JUNE 30, 2011

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PREAMBLE

Pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey, this Agreement is hereby entered into on February 19, 2009 by and between the Board of Education of the Township of Hillside, New Jersey, hereinafter referred to as the “Board” and the Hillside Administrators’ Association, hereinafter referred to as the “Association.”

ARTICLE I
RECOGNITION

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

Principals
Vice Principals
Administrative Supervisor
Athletic Director
Director of Guidance
Academic Supervisor

but excluding among others:

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

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

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

ARTICLE II
NEGOTIATION PROCEDURES

2-1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with the provisions of Chapter 123, Public Laws of 1974; such negotiations shall apply to the unit defined in Article I, be reduced to writing, be ratified by the Association, be approved by the Board, and be signed by the Association and the Board.

2-2 Representatives of both the Board and the Association agree that their members shall be given full authority to negotiate, but not to contract prior to ratification by the bargaining unit and approval by the Board.

2-3 During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.

2-4 Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.

2-5 Pursuant to Chapter 123, Public Laws of 1974, the Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

2-6 During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

2-7 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.

2-8 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable 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. The parties agree that during the negotiations resulting in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any term and condition of employment as to which the parties are obligated to collectively negotiate.

ARTICLE III
GRIEVANCE PROCEDURES

3-1 **Definition**

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

3-2 **Procedure**

3-2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time-limits shall be deemed to be in acceptance of the decision rendered at that step. Under extreme circumstances, the time-limits may be extended by mutual agreement in writing.

3-2.2 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3-2.3 An employee shall have the right to present his/her own grievance or to designate a representative approved by the Association to appear with him/her at any step in his/her appeal. When a majority representative has been selected, a minority organization shall not present or process grievances.

3-2.4 When a member of the negotiating unit represented by the Association presents his/her own grievance, the Association shall have the right to state its views, in writing, to the Board prior to the Board's hearing if the appeal proceeds to the Board, and to appear at the Board's hearing with the grievant if such a hearing is held.

3-2.5 Any employee who has a grievance shall discuss it first with his/her immediate Supervisor. A dated written record of such meeting shall be made and signed by the administrator and the supervisor with a copy given to each. The date set forth on such record shall be considered the initiation date of the grievance.

3-2.6 If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance in writing to the Superintendent of Schools specifying: (A) the nature of the grievance; (B) the nature of the injury or loss; (C) the results of previous discussions; and (D) the basis for his/her dissatisfaction with decisions previously rendered. The Superintendent of Schools shall communicate his/her decision to the employee, in writing, within a period not to exceed ten (10) school days after receipt of the written grievance.

3-2.7 If the grievance is not resolved to the employee's satisfaction, he/she may no later than five (5) school days after receipt of the Superintendent of Schools' decision, request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall hold a hearing with the employee, if so requested, within fifteen (15) school days of the date of receipt by the Superintendent of Schools of the request for review by the Board. The Board shall review the grievance and render a decision, in writing, within thirty (30) calendar days of receipt of the grievance by the Superintendent of Schools for review by the Board or within twenty (20) calendar days of the hearing with the employee, whichever comes later.

3-2.8 In the event that the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given by the Association to the Board through the Superintendent of Schools within ten (10) work days after receipt of the decision of the Board which is being appealed. If the underlying dispute is submitted to any other administrative or judicial tribunal, the issue shall not be submitted to arbitration, as it is the intention of the parties to avoid a multiplicity of forums to resolve an issue.

3-2.9 In the event timely written notice of arbitration is made known to the Superintendent, the Board and the Association shall endeavor to select a mutually satisfactory person to act as arbitrator. If the Board and the Association cannot agree on an arbitrator mutually satisfactory to them, within five (5) work days after receipt of notice of the request to arbitrate, either the Board or the Association may request the American Arbitration Association, in writing, to submit a panel of arbitrators from which an arbitrator may be selected in accordance with the rules and

regulations of the Board. The request to the American Arbitration Association must be mailed within ten (10) work days after the Superintendent receives notice of the request to arbitrate and a copy must be served upon the Superintendent within that period of time.

3-2.10 The arbitrator shall be limited to evidence and arguments presented by the parties or their representatives and shall consider nothing else. (Only the Board, the employee, and the Association shall be given copies of the arbitrator's decision.) This shall be accomplished within fifteen (15) days after receipt hereof. The decision of the arbitrator shall be considered by both parties to be binding in all but monetary issues. The arbitrator's decision shall be considered to be advisory only and non-binding on monetary issues.

3-2.11 **Costs**

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

3-3 **Miscellaneous**

3-3.1 If a particular grievance shall affect a group or class of administrators, the Association may join in processing the grievance and become a party thereto. All documents, communications and records dealing with the processing of a grievance may be filed provided, however, that such documents, communications, or records will not be forwarded to any prospective employer of the grievant, nor will such documents be revealed or the grievance be alluded to in any communication between the administration and said prospective employer. A

copy of such grievance(s) shall, upon request, be given to the employee. Hearings pertaining to grievances shall not be held in public.

3-4 **Board Grievance**

3-4.1 The Board shall have the right to institute a grievance against the Association for alleged failure to abide, insofar as legally possible, by the terms and conditions of this Agreement, as such terms and conditions relate to the contractual responsibilities of the Association only.

3-4.2 The Board shall institute action under the provisions hereof within forty-five (45) calendar days of the occurrence complained of, or within forty-five (45) calendar days after the Board would reasonably be expected to know of its occurrence.

3-4.3 The Board or its representative shall meet no later than ten (10) school days with the Executive Committee of the Association. In the event the grievance is not resolved, the Board may request the appointment of an arbitrator. The Board and the Association shall endeavor to select a mutually satisfactory person to act as arbitrator. If the Board and the Association cannot agree on an arbitrator mutually satisfactory to them within five (5) school days after receipt of notice of the request to arbitrate, the Board or the Association may request the American Arbitration Association, in writing, to submit a panel of arbitrators from which an arbitrator may be selected in accordance with the rules and regulations of the Board. The request to the American Arbitration Association must be mailed within ten (10) school days after the Association receives notice of the request to arbitrate and a copy must be served upon the Association within that period of time.

3-4.4 The following procedure will be used to secure the services of an arbitrator: (A) a request by either party will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question; (B) if the parties are

unable to determine within five (5) school days of receipt of the roster, a mutually satisfactory arbitrator from the submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator. The arbitrator shall be limited to evidence and arguments presented by the parties or their representatives and shall consider nothing else. Only the Board, the employee and the Association shall be given copies of the arbitrator's decision. This shall be accomplished within fifteen (15) days after receipt thereof. The decision of the arbitrator shall be considered by both parties to be binding in all but monetary issues. The arbitrator's decision shall be considered to be advisory only and non-binding on monetary issues. The advisory opinion shall not be deemed admissible as evidence in any other legal forum, and shall have no preferential effect on future grievances.

3-4.5 Each party will bear the total of the costs it has incurred. The fees and expenses of the arbitrator will be shared equally by the parties. It is expected that hearings related to the process of arbitration will be conducted outside of school hours. If said hearings are conducted during school hours, time lost by the employee(s) must be without pay or charged as a personal day, unless the grievance is sustained. In such an event, the time lost by said employee(s) will be considered as school business days.

ARTICLE IV
RIGHTS OF THE PARTIES

4-1 Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board, included in the unit as set forth under Article I, shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974.

4-2 Unless a just cause therefore appears, no employee shall be disciplined. Any such action by the Board or any agent or representative thereof, shall not be made public until formal action thereon, is taken by the Board. Discharge of a non-tenured administrator, in accordance with his/her individual contract with the Board, shall not be considered a disciplinary action.

4-3 Whenever any administrator is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that administrator in his/her office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice or the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of an administrator may be with or without pay.

4-4 The Board may not delegate powers and responsibilities which, by law, are imposed upon and lodged with the Board. Any contract must include and therefore be subject to the New Jersey School Laws and all other applicable laws, regulations and statutes.

4-5 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, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.

4-6 The Board reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, (A) to direct employees of the school district; (B) to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take disciplinary action against employee(s); (C) to relieve employee(s) from duties because of lack of work, or for other legitimate reasons; (D) to maintain the efficiency of the school district operations entrusted to them; (E) to determine the methods, means, and personnel by which such operations are to be conducted; (F) to take whatever actions that may be necessary to carry out the mission of the school district in situations of emergency; (G) to establish, modify, change, or abandon operating methods, to assure efficient and economical operation, or to subcontract same, subject to applicable laws and regulations; (H) to determine the school calendar and hours of operation; (I) to establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary and/or advisable by the Board; and (J) to control the means and methods of instruction, the selection of textbooks and other teaching materials, aids and equipment.

4-7 The Board agrees to furnish upon request of the Association, a current roster of personnel annually.

4-8 The Association and its representatives shall have the privilege to use school buildings at reasonable hours for meetings.

4-9 The Association shall have the reasonable use of the interschool and intra-school mail facilities and school mail boxes as it deems necessary.

4-10 Use of the school building, facilities and equipment shall be subject to the rules and regulations set forth by the Superintendent.

ARTICLE V
PROTECTION OF ADMINISTRATORS

5-1 Pursuant to statute, administrators shall immediately report cases of assault suffered by them in connection with their employment to the Superintendent of Schools.

5-2 No administrator shall inflict or cause to be, inflicted corporal punishment upon a pupil attending school; but any administrator may, with the scope of his/her employment, use and apply such amounts of force as is reasonable and necessary:

- (a) To quell a disturbance, threatening physical injury to others;
- (b) To obtain possession of weapons or other dangerous objects upon a person or within the control of a pupil;
- (c) For the purpose of self-defense;
- (d) For the protection of persons or property; and
- (e) Such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this section.

5-3 Whenever any civil action has been or shall be brought against any administrator for any act or omission arising out of and in the course of the performance of the duties of such office, position, or employment, the Board shall defray all costs of defending such actions, including reasonable counsel fees and expenses, together with costs of appeal, if any, as determined by the Board through the Board Counsel, and shall save harmless and protection of such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses. Counsel shall be appointed and paid for by the Board.

5-4 Should any criminal action be instituted against any administrator for *any* act or omission arising out of and in the course of the performance of the duties required by such positions, and

should such proceeding be dismissed or result in a final disposition in favor of the administrator, the Board shall reimburse the administrator for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals. However, any dismissal of criminal proceedings as a result of entry into a pre-trial intervention or other criminal diversion program, shall not entitle the administrator for the costs associated with his/her entry into such a program, inclusive of reasonable attorney fees and expenses.

5-5 A. The Board shall establish a fund of \$2,000 for each fiscal year. Such fund shall be for the purpose of reimbursing administrators for the loss or damage to their personal clothing or cars while in the performance of their duties.

B. The money in said fund shall not accumulate from year-to-year.

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

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

E. Reimbursement for job related personal vehicle damage will be a maximum payout not greater than the employee's insurance deductible per incident.

F. The Superintendent shall evaluate all claims and advise the employee of his/her decision. Such decision shall not be subject to the grievance procedure.

ARTICLE VI
ASSIGNMENTS, TRANSFERS AND REASSIGNMENTS

6-1 The Board, through its agents, shall make all assignments, transfers and reassignments of administrators and their duties.

6-2 During the school year, notice of all open administrative positions in the Hillside Schools shall be posted in all schools 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.

6-3 During the summer period when school is not regularly in session, administrators who desire to apply for any certified administrative positions shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. During the summer months, all administrative vacancies shall be posted to each administrator's voice mail box.

ARTICLE VII
DEDUCTIONS FROM SALARY

7-1 The Board agrees to deduct from the salary of any administrator dues, if any, for the Association. 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 Association by the fifteenth of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association(s). Administrators' authorization for salary deductions shall be in writing.

7-2 The Association named in Section 7-1 hereof shall certify to the Board, in writing, the current rate of its membership dues. If the Association shall change the rate of its membership dues, it shall give the Board written notice prior to the effective date of such change.

7-3 The notice of an administrator's withdrawal shall be filed prior to December 1st and become effective as of the next January 1st, succeeding the date on which notice of withdrawal, if filed.

7-4 The Association is hereby granted the exclusive right to dues deductions for the duration of this Agreement. The Association will indemnify and hold harmless the Board against any and all claims arising out of the deduction of dues.

ARTICLE VIII
INSURANCE

8-1 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 Horizon Direct Access Plan offered by Horizon Blue Cross/Blue Shield of New Jersey replaces the traditional insurance plan. The Board shall pay the full premium of such coverage for each eligible full-time employee and for eligible dependents. All full-time employees hired on or after January 1, 2006, and their eligible dependents, shall be enrolled in the Horizon Point of Service (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, and their eligible dependents who opts to enroll in the Horizon Direct Access Plan must pay the difference in the premium cost between the POS plan and the Horizon Direct Access Plan. Any such employee shall be entitled to select the Horizon Direct Access Plan at no additional cost to the employee if the employee is rehired for a fourth consecutive year (tenure year) by the Board.

B. The Board will continue to provide a Prescription Plan for the duration of this Agreement. Effective January 1, 2006, the employee co-pay shall be seven dollars (\$7.00) for generic and twelve dollars (\$12.00) for brand name prescriptions, respectively.

C. The Dental Plan in force on June 30, 1988, will continue in force during the period of this Agreement with the following change in benefits on the effective date listed:

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 fees for such services.
January 1, 2006	<p>Increase the Annual Maximum Benefit from \$1,500.00 to \$2,000.00.</p> <p>Increase the Lifetime Orthodontia Maximum from \$1,500.00 to \$2,000.00.</p>

D. 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.

E. 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:

Coverage	Medical	RX Drug	Dental	Total
Single	\$750	\$275	\$50	\$1,075
Employee/Child(ren)	\$1,100	\$375	\$75	\$1,550
Employee/Spouse	\$1,600	\$625	\$85	\$2,310
Family	\$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 were not enrolled in the respective plans. Employees may re-enroll in the District's insurance plan(s) during any open enrollment period for a subsequent year.

F. The Board shall establish a Section 125 IRS plan and bear the cost of the administration of the plan.

ARTICLE IX
SICK LEAVE

9-1 Sick leave is hereby defined to mean the absence of an employee from his/her post of duty, of any administrator, because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being, as confirmed by a licensed medical doctor, quarantined for such a disease in his/her immediate household.

9-2 All administrators of the Hillside School District shall be allowed sick leave with full pay for a minimum of one (1) day for each month employed in any school year. The year's allotment of personal illness days will be available on the first workday of the year.

9-3 Whenever any administrator entitled to sick leave is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and/or in the course of his/her employment, the Board shall pay to such administrator the full salary or wages for the period of such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments provided for in accordance with applicable laws, shall be made for absence during the waiting period and during the period the administrator received, or was eligible to receive, a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the administrator shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

9-4 If any such administrator requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

9-5 Upon termination of employment of any administrator from the Hillside School District, the Board shall issue, at the request of the employee, a certificate stating such administrator's unused accumulation of sick leave days as of the date of such termination. Such certificate shall be filed with the new employer within one (1) year of the date of such new employment.

9-6 An administrator who elects to retire under one of the plans of the N.J.T.P.A.F. shall be paid, based upon unused accumulated sick days at the rate of:

Maximum Per Diem for employees hired up to and including July 1, 2008.

	<u>Maximum Cap</u>	<u>Per Diem</u>
7/1/03-6/30/04	\$22,500.00	\$110.00
7/1/04-6/30/05	\$22,500.00	\$110.00
7/1/05-6/30/06	\$22,500.00	\$110.00
7/1/06-6/30/07	\$22,500.00	\$110.00
7/1/07-6/30/08	\$22,500.00	\$110.00
7/1/08	\$22,500.00	\$110.00

The Maximum Per Diem for employees hired after July 1, 2008 shall be capped at \$15,000 at \$50 per day.

Should the State of New Jersey impose a different cap, or make the 2008 regulations governing the payment of sick leave at retirement apply, those regulations shall prevail.

*Notice must be received 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 administrator is retiring. Later notification will result in the incentive compensation being paid in the second successive budget year (i.e., notification on February 15, 2006 will result in payment on or about July 15, 2007). The estate of any administrator who dies while in the employ of the Hillside Board of Education, shall also be eligible to receive the above compensation. This provision is intended as an attendance incentive compensation. Should the Board of Education determine that this provision has not served the

intended purpose of improving attendance, the Board shall abrogate this provision upon the expiration of the contract.

ARTICLE X
TEMPORARY LEAVE OF ABSENCE

10-1 Administrators shall be entitled to a leave of absence with full pay up to a maximum of two (2) days in any contract year for personal business. If unused, these days may be accumulated and added to the respective administrator's bank of sick days. Any administrator employed less than a full contract year (10 or 12 months), but more than one-half of the contract year (5 or 6 months), shall be granted a maximum of one (1) day for personal or business reasons. Any administrator employed one-half or less than one-half of the contract year (5 or 6 months) shall not be eligible for this fringe benefit in such contract year.

10-2 For serious illness in the immediate family (husband, wife, children and other members of the same home, father and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law) shall be granted up to a maximum of three (3) days in any contract year. Any administrator employed less than a full contract year (10 or 12 months), but more than one-half of the contract year (5 of 6 months), shall be granted a maximum of one and one-half (1 1/2) days for such reasons. Any administrator employed one-half or less than one-half of the contract year (5 or 6 months) shall not be eligible for this fringe benefit in such contract year. A doctor's certificate must be furnished, upon request of the Superintendent of Schools, indicating who is ill and the nature of such illness. For illness in the immediate family - illness is defined as one necessitating the care of a physician and the presence of the employee.

10-3 All leaves of absence referred to in Section 10-1 are subject to the following conditions:

(a) At least three (3) days notice shall be given in requesting a personal day through the Superintendent of Schools. Lacking such notice, the absence may be considered unauthorized and an administrator's pay will be deducted proportionately.

(b) Personal days will not be granted the day immediately preceding nor following a vacation, nor school holiday, nor during the first and last week of the school year.

(c) The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days. Such denial shall be subject to grievance procedures.

10-4 Up to five (5) consecutive days in any contract year may be granted for death in the immediate family (husband, wife, children and other members of the same home, father and mother, brothers and sisters, brother-in-law and sister-in-law, grandchildren, grandfather and grandmother, father-in-law and mother-in-law).

10-5 Extensions to any temporary leaves of absence referred to in Sections 10-1 thru 10-4 outlines may be made at the discretion of the Superintendent of Schools.

10-6 A regularly appointed administrator who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay. In addition, all administrators who are members of the organized militia shall be entitled to leave of absence from their respective duties without loss of pay or time on all days during which they shall be engaged in active duty, active duty for training, or other duty ordered by the Governor; provided however, that the leaves of absence for active duty or active duty for training shall not exceed ninety (90) days in the aggregate in any one (1) year. Leave of absence for such military duty shall be in addition to the various leaves pursuant to this Agreement or any other rule, regulation and/or agreement. Further, any administrator who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve, or United States Marine Corps Reserve, or any other organization affiliated therewith, shall be entitled to leave of absence from his/her

respective duty without loss of pay or time on all days on which he/she shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such administrator.

10-7 All administrators employed on a twelve-month basis shall be entitled to accrue vacation, with pay, in accordance with the following schedule:

- (a) Less than one (1) year employment in an administrative position - two (2) accrued work days for each full month of employment.
- (b) One (1) year or more employment in an administrative position - twenty-four (24) work days.

10-8 Administrators who earn vacation days during a fiscal year ending June 30th must utilize such days during the ensuing twelve (12) months and may not accumulate such days beyond said twelve (12) months. Prior approval of Superintendent of Schools to utilize vacation days is required.

NOTE: Employee's service is computed as of June 30th to determine the amount of vacation days earned for the following school year.

10-9 Administrators employed on a twelve-month basis shall be authorized absences from duty of up to six (6) days in each of the contract years. Such absences to be determined by Superintendent of Schools in the administrative calendar.

10-10 A. 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 one (1) year, in addition to the balance of the year in which the leave is first requested for reasons associated with pregnancy, birth or related cause. Additional maternity leave time may be granted at the Board's discretion. Upon request, tenured employees on extended maternity leave shall continue to receive the health insurance benefits of Article VIII for up to twelve (12) months following the expiration of any covered leave under the Family Medical Leave Act and/or the New Jersey Family Leave Act. However, the leave of absence granted to 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 VII 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.
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 New Jersey 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 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 of Article VII for up to twelve (12) months following the expiration of any covered leave under the Family Medical Leave Act and/or the New Jersey Family Leave Act.
 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.
- B. 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 VII for up to twelve (12) months following the expiration of any covered leave under the Family Medical Leave Act.
- C. Upon return from leave granted pursuant to Sections A and B of this Article, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she

would have achieved if he/she 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.

- D. 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.
- E. The period of time granted to 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 XI
EXTENDED LEAVE OF ABSENCE

11-1 Requests for leaves of absence may be granted by the Board upon the recommendation of the Superintendent of Schools.

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

ARTICLE XII
EVALUATION OF ADMINISTRATORS

12-1 The system of evaluating administrators as described in “Guidelines for Evaluation of Tenured/Non-Tenured Administrators,” dated June 1979 and revised 1985 and 2001, including a form for Educational Objectives, shall be in effect until further notice.

12-2 A statement of Educational Objectives for the school year starting in September will be submitted by each administrator to the Superintendent of Schools by June 1st.

12-3 A written report summarizing results of the Educational objectives shall be forwarded to the Superintendent of Schools by:

April 1 - Non-Tenured Administrators

May 15 - Tenured Administrators

ARTICLE XIII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

13-1 The Board agrees to reimburse individual administrators for the cost incurred in connection with the taking of graduate level courses related to their respective current positions at a university or an institution accredited by the State of New Jersey, exclusive of those required for certification, subject to the following:

- (a) The administrator must obtain prior written approval of the course by the Superintendent of Schools.
- (b) The maximum amount of money to be reimbursed to any individual administrator for courses successfully completed in the period beginning July 1, 2008 and ending June 30, 2011 shall be one thousand five hundred dollars (\$1,500) per year.
- (c) At the conclusion of the new course(s), an administrator will submit the following materials to the Superintendent of Schools for processing of tuition reimbursement:
 - 1) Paid bursar's receipt for tuition from the college.
 - 2) Official college transcript or official grade report indicating a grade of "B" or better with credit in order to be reimbursed.
 - 3) Purchase Order - claim for reimbursement.

13-2 Administrators are encouraged to attend local, state and national conferences or meetings that are related to professional responsibilities.

- (a) The request to attend meetings shall be submitted, in writing, to the Superintendent of Schools, who will make recommendations to the Board for its approval concerning the value of the requested participation.

- (b) The Superintendent of Schools shall provide for equitable and rotating attendance among the administrators. The rotation will be based upon the administrators' continuous seniority without regard to the contract term, provided that any future contract that changes the rotation system shall prevail.
- (c) Reimbursement for itemized expenses incurred shall be in accordance with established Board policy for travel. These expenses would include transportation, food, lodging and registration fees.
- (d) Administrators agree to share information from such meetings with the Board and the professional staff members by written summary and/or oral report of significant highlights.

13-3 Two administrators may attend an out-of-state conferences per year on a rotation basis as determined by the Superintendent. Each year, one administrator shall be chosen from an elementary school and one administrator shall be chosen from a secondary school. For purposes of this provision only, grades 7-12 shall be considered to be secondary.

13-4 The Board shall pay \$100.00 per membership in professional associations. Such professional associations shall not include NJPSA, HAA or other labor union-type organizations.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

14-1 This Agreement shall be construed as though it were a Board policy for the term of said Agreement and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.

14-2 Any provisions of this Agreement or a similar provision in another Agreement between other parties shall be adjudicated illegal, invalid, or unenforceable for any reason, then such provision shall, of course, no longer be binding upon the parties, but shall be considered severable from all other provisions herein which shall remain in full force and effect.

14-3 Any administrator's contract between the Board and individual administrator during the term hereof executed, shall be subject to and consistent with, the terms and conditions of this Agreement. In case any such administrator's contract contains any language inconsistent with this Agreement, the provisions of this Agreement shall be controlling during the term thereof. However, the provisions of this Section 14-3 shall not apply to any provisions in any contract between the Board and an individual non-tenure administrator providing for termination of the employment of such administrator on written notice for the period of time prescribed in such individual contract.

14-4 Copies of this Agreement shall be reproduced at the expense of the Board and distributed by the Association to all administrators employed.

14-5 Nothing in this Agreement shall operate retroactively unless expressly so stated.

14-6 Whenever any notice is required to be given by either of the parties to this Agreement, to the other, pursuant to the provisions of this Agreement, either party may do so by telegram, registered or certified mail, at the following addresses:

- (a) If by the Association, to Board of Education of Hillside, at their appropriate address, and
- (b) If by Board, to the President of the Association at his/her appropriate address as filed with the Board of Education, fifteen (15) days after his/her installation.

ARTICLE XVI
REASONABLE SCHEDULING OF SPECIAL MEETINGS: REPRESENTATION AT
REGULARLY SCHEDULED BOARD MEETINGS

16-1 A. As much advanced notice as possible for required meetings shall be given to administrators whose attendance is required.

B. Such special meetings called by the Board shall end at a reasonable hour.

16-2 Representation at Regularly Scheduled Board Meetings:

Administrators are to have the following representation at Board meetings:

one (1) representative of the Secondary Administration and one (1) representative of the Elementary Administrators.

ARTICLE XVI
SUMMER WORK SUBSTITUTE ADMINISTRATORS; STAFF DEVELOPMENT

17-1 All administrators employed on a ten-month basis will be employed for five (5) days prior to the arrival of teaching staff.

17-2 Substitute Administrators: When an administrator as assigned by the Superintendent serves as a substitute for a superior positioned administrator, (i.e., vice principal to principal, principal to director), then said individual will receive additional compensation at the rate of \$100.00 per diem.

17-3 Staff Development: The Superintendent may schedule staff development during the school day and may include after school hours, which will end no later than 6:00 p.m. on a day when school is in session.

17-4 Effective July 1, 2005, all elementary school principals (Pre-K – 6) and the Athletic Director will become twelve month employees. It is expressly agreed that twelve month employees 1.) are prohibited from taking vacation during the two- (2) week period preceding the first day of classes in any school year, and 2.) cannot take more than five (5) consecutive vacation days at any time during the school year while classes are in session. Further, the use of vacation time by covered employees remains subject to and governed by existing Board policies and guidelines, as amended from time to time at the discretion of the Board. The change from eleven month to twelve month status shall not give rise to an increase in compensation.

ARTICLE XVII
SALARIES

18-1 The salaries of all administrators covered by this Agreement for the term herein are set forth in Appendix A-2, which is attached hereto and made a part thereof. Compensation shall be calculated at the following rates:

Year	Increase
2008-09	3.9%
2009-10	3.9%
2010-11	3.9%

Unit member members hired on or after 7/1/2008 will not receive an increase in the first year of this Agreement. Thereafter, all tenured and non-tenured employees on the payroll as of 7/1/2008 will receive the above increases. New hires will receive increases consistent with the parties' practice.

18-2 Effective July 1, 2008, if an employee earns their 30th credit beyond their Masters Degree after working for the District for more than 12 months, she/he will receive one time, a non-recurring payment of \$2,000. If an employee earns a Ph.D. or Ed.D. after working for the District for more than 12 months, she/he shall receive one-time, a non-recurring payment of \$2,000. These payments will not be added to, nor otherwise increase the employee's base salary. Payment will be made at the beginning of the next contract year after becoming eligible for such payment.

18-3 Hourly pay for the Saturday Academies will increase to \$55 effective 7/1/09.

18-4 Mileage reimbursement will be subject to State regulation.

ARTICLE XVIII
LONGEVITY INCENTIVE COMPENSATION

19-1 Effective July 1, 2008, an administrator upon completion of twelve (12) years of service as an administrator in the Hillside School District shall receive an honorarium of one thousand six hundred dollars (\$1,600) per contract year. Upon completion of twenty-four (24) years of such service, this honorarium shall be increased to two thousand one hundred dollars (\$2,100). Administrators who become eligible for this honorarium after the commencement of their contract year shall be paid on a prorated basis.

ARTICLE XIX
DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2008 and shall continue in effect until June 30, 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extensions shall be mutually agreed upon in writing by the parties to the Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

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

HILLSIDE ADMINISTRATORS' ASSOCIATION

By: _____

By: _____

HILLSIDE BOARD OF EDUCATION

By: _____

By: _____

APPENDIX A-1
RULES AND REGULATIONS - REVISED 1998

Be it resolved that the following schedule for the administration of salaries for administrators shall be retroactive to July 1, 2008 and shall supersede any and all schedules or resolutions previously adopted for administrators.

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