

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

**FOR THE YEARS
JULY 1, 2008 THROUGH JUNE 30, 2011**

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

But excluding:

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

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.) 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, on the form set forth herein as Appendix 1, 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 Adm. Asst. to Business Administrator, in an attempt to resolve the matter informally at that level. (Note: During the summer months, when elementary school principals are not on duty, any custodian, assigned to an elementary school, who has a grievance shall discuss it first with the Adm. Asst. to Business Administrator.) A dated written record of subsequent meetings shall be made and signed by the Principal or Adm. Asst. 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 on the form set forth herein as Appendix 1, to the Principal or Adm. Asst. to 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 Adm. Asst. to the Business Administrator shall communicate his/her decision to the Business Administrator/Board Secretary or his/her Assistant, 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 or his/her Assistant. 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 or his/her Assistant 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 or his/her Administrative Assistant 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 or his/her Assistant's decision, request a review by the Board. The request shall be submitted, in writing, through the Business Administrator/Board Secretary or his/her Assistant, 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 or his/her Assistant 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 on the form set forth herein as Appendix 1 to the Principal 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 or his/her Assistant, 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 or his/her Assistant 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 or his/her Assistant 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 or his/her Assistant 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 or his/her Assistant's decision, request a review by the Board. The request shall be submitted in writing through the Business Administrator/Board Secretary or his/her Assistant 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 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) calendar days of receipt of the grievance by the Business Administrator/Board Secretary or his/her Assistant, 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. Forms for the filing of grievances shall be prepared by consultation between the Superintendent and the Association. A copy of all the appropriate form for the filing of grievance is attached to this Agreement - Appendix 1.
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, and
 - 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 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.
 8. The Association shall have access to use school facilities and equipment at reasonable times, upon prior approval of the School Principal, 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 intraschool 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-reappointment. 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 shall be made by the Board upon the recommendation of the Superintendent. The calendar shall be appended to this Agreement. (See Appendix J)
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. The teachers work day, unless otherwise specified herein, shall be 6 hours and 30 minutes in duration. 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.

2. 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.
3. Leaving the building.
 - i.) Teachers may leave the building without requesting permission during their scheduled duty-free lunch period, but they must indicate their 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.
4. 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.
5. 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.

6. 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.
7. Beginning in the 2010-2011 school year, all teachers shall be required to attend five (5) evening functions; two of which shall be evening parent conferences, one in the fall and one in the spring. There shall be half-day sessions on the day of the evening parent conferences. The total hours for the half-day and evening conference combined shall not exceed the length of the regular workday.
8. Meetings will be scheduled for Mondays. A maximum of 30 meetings per year may be scheduled by the Principal.
9. 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.
10. 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.

11. High School/Middle School Workday

- 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.

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).

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 H, which are attached hereto and made part of hereof.
2. 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.
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 – 2008-09 \$35.11
 - ii.) SY – 2009-10 \$36.60

iii.) SY – 2010-11 \$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

i.) 2008-09 \$1,500

ii.) 2009-10 \$1,564

iii.) 2010-11 \$1,630

per year in addition to their regular annual Teacher salary.

7. Mentor Stipend

Mentoring fees, to a maximum of \$1000 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 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.) 2008-09 \$6,475
- ii.) 2009-10 \$6,750
- iii.) 2010-11 \$7,034

10. Longevity pay for Teachers will be as follows:

- i.) 25 years \$500

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.

C. SECRETARIES

1. Longevity pay for secretaries will be as follows:

- i.) Upon completion of 15 years service
 - a) 2008-09 \$1,237
 - b) 2009-10 \$1,302
 - c) 2010-11 \$1,370

- ii.) Upon completion of 20 years service
 - a) 2008-09 \$1,857
 - b) 2009-10 \$1,954
 - c) 2010-11 \$2,056

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.

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:

a.)	2008-09	\$668
b.)	2009-10	\$703
c.)	2010-11	\$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

- a.) 2008-09 \$1,237
- b.) 2009-10 \$1,302
- c.) 2010-11 \$1,370

ii.) Upon completion of 20 years of service

- a.) 2008-09 \$1,857
- b.) 2009-10 \$1,954
- c.) 2010-11 \$2,056

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

- a.) 2008-09 \$195
- b.) 2009-10 \$205
- c.) 2010-11 \$216

6. The salary rate for part-time maintenance 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

- a.) 2008-09 \$2,873
- b.) 2009-10 \$3,024
- c.) 2010-11 \$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.

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

a)	School year – 2008-09	\$1,717
b.)	School year – 2009-10	\$1,807
c.)	School year – 2010-11	\$1,901

2. Longevity pay for security officers will be as follows

i.) Upon completion of 15 years of service

a.)	School year – 2008-09	\$1,237
b.)	School year – 2009-10	\$1,302
c.)	School year – 2010-11	\$1,370

ii.) Upon completion of 20 years of service

a.)	School year – 2008-09	\$1,857
b.)	School year – 2009-10	\$1,954
c.)	School year – 2010-11	\$2,056

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.

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 website once available. Applications and statements of interest should go through the Human Resources Department.

During the summer period when school is not regularly in session, teachers who desire to apply for any certificated positions (except classroom teacher) 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 vacancies shall be posted on the district internet site and on a voice mail phone number.

2. All opening for positions in the summer school or federal projects shall be publicized by the Superintendent in accordance with the procedure for publicizing, promotional vacancies set forth in Article VIII, 4 and 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.

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 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 and/or the New Jersey Family Leave Act. 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.
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 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 XIII 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.

- 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

There shall be three (3) evaluations of non-tenured teachers in accordance with 18A:27-3.1. Nothing in this article shall restrict the administration from conducting additional evaluations of a non-tenured teacher, if in the judgment of a Supervisor, such additional evaluations would be useful.

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. 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 as presently furnished by Horizon Blue Cross/Blue Shield of New Jersey. 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 who opts to enroll in the traditional indemnity plan must pay the difference in the premium cost between the POS plan and the traditional indemnity plan. Any such employee shall be entitled to select the traditional indemnity insurance plan at no additional cost to the employee if the employee is rehired for a fourth consecutive year (tenure year) by the Board.

Effective as soon as possible after ratification of the 2008-11 contract, all employees enrolled in the traditional indemnity plan will be enrolled in the Horizon Direct Access (10) plan. (See attached partial list of benefits.)

- 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.
- 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 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.

- D. 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.

- E. 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.
- F. 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.

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

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:29-1 1, 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. In order that sick leave be granted for a period of more than three (3) successive working days, a physician's certificate must be filed with the Superintendent or his/her designee at the time employee returns to work.
- F. The Association will communicate to the employees the necessity to avoid unnecessary absences.

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

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, 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 care of a physician and the presence of the employee.

SECRETARIES/CUSTODIANS/SECURITY OFFICERS

2. For illness in the immediate family: (husband, wife, 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 care of a physician and 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, children and other members of the same home; father and mother; brothers and sisters; grandfather and grandmother; father-in-law and mother-in-law and grandchild). Such leaves shall only be requested immediately following such death.
2. In the case of death of an uncle, aunt, brother-in-law, sister-in-law, niece or nephew, any employee will be granted permission to be absent on the day of the funeral 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 teachers 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.) School Year – 2008-09 \$ 2,000
 - ii.) School Year – 2009-10 \$ 2,100
 - iii.) School Year – 2010-11 \$ 2,200
4. The Board shall pay no more than the following total tuition reimbursement:
 - i.) School Year – 2008-09 \$ 85,000
 - ii.) School Year – 2009-10 \$ 90,000
 - iii.) School Year – 2010-11 \$ 100,000
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.
 - iii.) Official college transcript or official grade report indicating a grade “B” or better for graduate courses, “C” 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. Teachers whose contracts begin on or after September 1, 2009 may not participate in this benefit in their first year. Their second year, they shall be entitled to a maximum of one third of the annual entitlement of tenured teachers; and in their third year, they will be entitled to two thirds of the entitlement of tenured teachers.

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 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

1. Secretaries, custodians and security officers 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 – 2008-09 \$35,000
 - ii.) School Year – 2009-10 \$35,000
 - iii.) School Year – 2010-11 \$35,000

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 Internal Revenue Service, 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 referenced as Appendix K.
- 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. One of these days shall be to attend the NJEA Convention (as designated by Superintendent).

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 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 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.

iv.) 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 (6) 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 tenure 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

All custodians, 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.

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 Associations' own cost and expense.

Article XXVII

DURATION OF AGREEMENT

This Agreement shall become effective as of 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 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 AND CUSTODIANS

Be it resolved that the following rules for the administration of salaries for secretaries and custodians 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 or Security Officers 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.) 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.

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. To qualify for regular increases, a teacher shall earn a minimum of fifteen (15) credits or equivalent approved courses within five (5) years of attaining tenure. The Superintendent shall approve all credits earned or equivalent courses taken. The various teacher classifications will be affected by the regulation as follows:
 - A. BACHELOR'S DEGREE:
 - i.) All teachers, in order to qualify for all future salary increases, must obtain a minimum of fifteen (15) approved credits within five (5) years of attaining tenure.
 - ii.) The increment requirement will be considered to have been met only after the fifteen (15) approved credits discussed above have been recorded in the Superintendent's office.
 - iii.) There is one exception. The educational background and preparation of teachers coming to Hillside with a Bachelor's Degree and extension courses will be reviewed by the Superintendent and the status of his/her increment requirement made known to him/her. A maximum of twelve (12) credits in his/her teaching field, however, will be accepted toward the fifteen (15) credits of his/her increment requirement.
 - B. MASTER'S DEGREE
 - i.) The teacher who holds a Master's Degree will be considered to have completed his/her increment requirement.
 - ii.) The educational background and preparation of teachers coming to Hillside with a Master's Degree and additional course work, will be reviewed by the Superintendent and the status of his/her reclassification requirement made known to him/her.
 - C. SIXTH YEAR LEVEL
 - i.) As set forth in the salary guide, thirty (30) credits beyond the Master's Degree are the basic requirements.
 - ii.) It is to be understood that no equivalency credits will be accepted toward reclassification on this level, except such in-service training courses as may be approved for this purpose by the Superintendent.
 - iii.) Also, fifteen (15) of the thirty (30) credits must comply with the first four areas of "Criteria and Procedures for Professional Improvement".

12. 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.

**APPENDIX B
HILLSIDE TEACHERS**

2008-09		2009-10		2010-11			
Salary Guide		Salary Guide		Salary Guide			
Step	BA	MA	MA+30	Step	BA	MA	MA+30
1	45,017	48,517	53,067	1	48,127	51,627	57,377
2	45,117	48,617	53,167	2	48,227	51,727	57,477
3	45,667	49,167	54,417	3	48,327	51,827	57,577
4	46,267	49,767	55,517	4	48,427	51,927	57,677
5	46,867	50,867	56,617	5	49,027	53,027	58,777
6	47,467	52,317	58,067	6	49,627	54,477	60,227
7	48,567	53,817	60,067	7	50,727	55,977	62,227
8	51,260	57,010	61,760	8	53,420	59,170	63,920
9	53,810	60,310	66,560	9	55,970	62,470	68,720
10	57,810	64,310	68,560	10	59,970	66,470	70,720
11	62,110	66,910	71,810	11	64,270	69,070	73,970
12	64,010	69,310	74,510	12	66,170	71,470	76,670
13	68,068	73,264	78,562	13	70,228	75,424	80,722
14	69,291	74,597	79,845	14	71,971	77,277	82,525
15	71,060	76,459	81,743	15	73,740	79,139	84,423
16	72,661	78,137	83,438	16	75,561	81,037	86,338
17	74,273	79,702	85,054	17	77,273	82,702	88,054

Appendix C
COACHES GUIDE FOR 2008-2011

Step	2008-2009		2009-2010		2010-2011	
	A	B	A	B	A	B
1. Football						
<u>High School</u>						
Head Coach	8,895	9,314	9,273	9,709	9,662	10,117
1st Assistant	7,277	7,710	7,586	8,038	7,905	8,375
Assistant	5,416	5,843	5,646	6,092	5,884	6,347
2. Basketball						
<u>High School</u>						
Head Coach	8,081	8,748	8,424	9,119	8,778	9,502
JV/Freshman Assistant	5,416	5,843	5,646	6,092	5,884	6,347
<u>Middle School</u>						
Head	4,040	4,374	4,212	4,560	4,389	4,752
Assistant	2,708	2,923	2,823	3,047	2,942	3,175
3. Baseball						
Softball						
Indoor Track						
Soccer						
<u>High School</u>						
Head Coach	6,399	6,993	6,671	7,290	6,951	7,596
Assistant	5,416	5,843	5,646	6,092	5,884	6,347
<u>Middle School</u>						
Head	3,200	3,496	3,336	3,645	3,476	3,798
Assistant	2,708	2,923	2,823	3,047	2,942	3,175
4. Cross Country						
Tennis						
<u>High School</u>						
Head Coach	5,416	5,843	5,646	6,092	5,883	6,347
<u>Middle School</u>						
	2,708	2,923	2,823	3,047	2,942	3,175
5. Bowling						
<u>High School</u>						
Head Coach	2,694	2,908	2,808	3,031	2,926	3,158
<u>Middle School</u>						
	1,347	1,454	1,404	1,516	1,464	1,580

Step	Years of Experience
A	0 years
B	1 or more years

APPENDIX D
HONORARIA GUIDE FOR 2008 - 2011

<u>High School</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Asst. Band Director	2,086	2,175	2,266
Acad. Decathlon Asst.	1,616	1,684	1,755
Acad. Decathlon Director	2,746	2,863	2,983
Art Club	1,295	1,350	1,406
Audio Visual	2,359	2,459	2,562
Band Director	3,885	4,050	4,220
Chess Club	2,086	2,175	2,266
Cheerleading Adv. (per season)	3,023	3,151	3,283
Computer Club	2,086	2,175	2,266
Color Guard/Flag Advisor	2,086	2,175	2,266
DECA	2,086	2,175	2,266
Forsenics Club	2,086	2,175	2,266
Dance Ensemble	2,086	2,175	2,266
Future Business Club	2,086	2,175	2,266
Future Educators of America	2,086	2,175	2,266
Future Nurses of America	2,086	2,175	2,266
Freshmen Class Advisor	826	861	897
Hillier	3,171	3,306	3,445
Hillside Student Fed. Advisor	3,337	3,479	3,625
International Club	2,086	2,175	2,266
Jets	2,746	2,863	2,983
Jazz/Orchestra	2,086	2,175	2,266
Math League	2,086	2,175	2,266
Junior Class Advisor	1,381	1,439	1,500
National Honor Society	1,054	1,099	1,145
Performing Arts	1,148	1,197	1,248
Photography Club	1,295	1,350	1,407
Play Director	3,237	3,375	3,516
Play Music Director	3,237	3,375	3,516
Robotics	2,086	2,175	2,266
Play Set Designer	3,237	3,375	3,516
Senior Class Advisor	2,737	2,853	2,973
Sophomore Class Advisor	997	1,040	1,083
Stage and Lighting	2,086	2,175	2,266
Summer Band Director	2,347	2,447	2,550
TV Production Advisor	7,769	8,099	8,439
Yearbook	3,170	3,305	3,444
Detention (per session)	39	41	42
Driver's Ed (per hr)	39	41	42
Athletic Trainer (per hr)	39	41	42

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APPENDIX D
HONORARIA GUIDE FOR 2008 - 2011
(continued)

<u>Middle School</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Art Club	1,295	1,350	1,407
Algebra Club	1,295	1,350	1,407
Book of the Month Club	1,295	1,350	1,407
Dance Club	1,566	1,633	1,701
Dissection Club	1,295	1,350	1,407
Homework Club	2,088	2,177	2,268
Multi-cultural Club Advisor	1,295	1,350	1,407
Play Director	2,396	2,498	2,603
Play Music Director	1,554	1,620	1,688
Recreation Club (per person)	2,088	2,177	2,268
Robotics	1,295	1,350	1,407
School Newspaper/Lit. Advisor	2,220	2,314	2,411
Student Governor Advisor	2,359	2,459	2,562
Yearbook/Photography Club	2,297	2,394	2,495
Detention (per session)	39	41	42
 <u>Elementary School</u>	 2008-2009	 2009-2010	 2010-2011
Elem Lead Teacher	3,884	4,049	4,219
 <u>Summer School</u>			
High School	152 per diem	159 per diem	166 per diem
Middle School	152 per diem	159 per diem	166 per diem
Special Education	191 per diem	199 per diem	208 per diem
 Nurse	 39	 41	 42

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APPENDIX E-1
10-month Secretaries

YEAR 1	2008-09					2009-10					2010-11							
	Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA	Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA	Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
	1	25,400	26,900	27,400	27,900	28,400	1	27,487	27,987	28,487	28,987	29,487	1	28,595	29,095	29,595	30,095	30,595
	2	26,800	27,300	27,800	28,300	28,800	2	27,987	28,387	28,887	29,387	29,887	2	28,995	29,495	29,995	30,495	30,995
	3	27,200	27,700	28,200	28,700	29,200	3	28,287	28,787	29,287	29,787	30,287	3	29,395	29,895	30,395	30,895	31,395
	4	27,700	28,200	28,700	29,200	29,700	4	28,787	29,287	29,787	30,287	30,787	4	29,895	30,395	30,895	31,395	31,895
	5	28,400	28,900	29,400	29,900	30,400	5	29,487	29,987	30,487	30,987	31,487	5	30,595	31,095	31,595	32,095	32,595
	6	29,000	29,500	30,000	30,500	31,000	6	30,087	30,587	31,087	31,587	32,087	6	31,195	31,695	32,195	32,695	33,195
	7	29,700	30,200	30,700	31,200	31,700	7	30,787	31,287	31,787	32,287	32,787	7	31,895	32,395	32,895	33,395	33,895
	8	30,500	31,000	31,500	32,000	32,500	8	31,587	32,087	32,587	33,087	33,587	8	32,695	33,195	33,695	34,195	34,695
	9	31,300	31,800	32,300	32,800	33,300	9	32,387	32,887	33,387	33,887	34,387	9	33,495	33,995	34,495	34,995	35,495
	10	32,100	32,600	33,100	33,600	34,100	10	33,187	33,687	34,187	34,687	35,187	10	34,295	34,795	35,295	35,795	36,295
	11	33,000	33,500	34,000	34,500	35,000	11	34,087	34,587	35,087	35,587	36,087	11	35,195	35,695	36,195	36,695	37,195
	12	33,900	34,400	34,900	35,400	35,900	12	34,987	35,487	35,987	36,487	36,987	12	36,095	36,595	37,095	37,595	38,095
	13	35,100	35,600	36,100	36,600	37,100	13	36,187	36,687	37,187	37,687	38,187	13	37,295	37,795	38,295	38,795	39,295
	14	36,600	37,100	37,600	38,100	38,600	14	37,687	38,187	38,687	39,187	39,687	14	38,795	39,295	39,795	40,295	40,795
	15	38,100	38,600	39,100	39,600	40,100	15	39,187	39,687	40,187	40,687	41,187	15	40,295	40,795	41,295	41,795	42,295

APPENDIX E-2
12-month Secretaries

YEAR 1		2008-09			2009-10			2010-11			
Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA	Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
1	31,083	31,583	32,083	32,583	33,083	1	33,848	34,348	34,848	35,348	35,848
2	31,583	32,083	32,583	33,083	33,583	2	34,348	34,848	35,348	35,848	36,348
3	32,083	32,583	33,083	33,583	34,083	3	34,848	35,348	35,848	36,348	36,848
4	32,783	33,283	33,783	34,283	34,783	4	35,548	36,048	36,548	37,048	37,548
5	33,583	34,083	34,583	35,083	35,583	5	36,348	36,848	37,348	37,848	38,348
6	34,383	34,883	35,383	35,883	36,383	6	37,148	37,648	38,148	38,648	39,148
7	35,283	35,783	36,283	36,783	37,283	7	38,048	38,548	39,048	39,548	40,048
8	36,183	36,683	37,183	37,683	38,183	8	38,948	39,448	39,948	40,448	40,948
9	37,083	37,583	38,083	38,583	39,083	9	39,848	40,348	40,848	41,348	41,848
10	38,083	38,583	39,083	39,583	40,083	10	40,848	41,348	41,848	42,348	42,848
11	39,083	39,583	40,083	40,583	41,083	11	41,848	42,348	42,848	43,348	43,848
12	40,083	40,583	41,083	41,583	42,083	12	42,848	43,348	43,848	44,348	44,848
13	41,583	42,083	42,583	43,083	43,583	13	44,348	44,848	45,348	45,848	46,348
14	43,583	44,083	44,583	45,083	45,583	14	46,348	46,848	47,348	47,848	48,348
15	46,183	46,683	47,183	47,683	48,183	15	48,948	49,448	49,948	50,448	50,948

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APPENDIX E-3
12-month Administrative Secretaries

YEAR 1		2008-09		30 Credits		60/AAdeg		90 Credits		120/BA	
Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA	Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
1	34,050	34,550	35,050	35,550	36,050	1	37,413	37,913	38,413	38,913	39,413
2	34,550	35,050	35,550	36,050	36,550	2	37,913	38,413	38,913	39,413	39,913
3	35,250	35,750	36,250	36,750	37,250	3	38,613	39,113	39,613	40,113	40,613
4	36,050	36,550	37,050	37,550	38,050	4	39,413	39,913	40,413	40,913	41,413
5	36,850	37,350	37,850	38,350	38,850	5	40,213	40,713	41,213	41,713	42,213
6	37,850	38,350	38,850	39,350	39,850	6	41,213	41,713	42,213	42,713	43,213
7	38,850	39,350	39,850	40,350	40,850	7	42,213	42,713	43,213	43,713	44,213
8	39,850	40,350	40,850	41,350	41,850	8	43,213	43,713	44,213	44,713	45,213
9	40,850	41,350	41,850	42,350	42,850	9	44,213	44,713	45,213	45,713	46,213
10	41,850	42,350	42,850	43,350	43,850	10	45,213	45,713	46,213	46,713	47,213
11	43,650	44,150	44,650	45,150	45,650	11	47,013	47,513	48,013	48,513	49,013
12	45,550	46,050	46,550	47,050	47,550	12	48,913	49,413	49,913	50,413	50,913
13	47,450	47,950	48,450	48,950	49,450	13	50,813	51,313	51,813	52,313	52,813
14	49,550	50,050	50,550	51,050	51,550	14	52,913	53,413	53,913	54,413	54,913
15	51,650	52,150	52,650	53,150	53,650	15	55,013	55,513	56,013	56,513	57,013

YEAR 2		2009-10		30 Credits		60/AAdeg		90 Credits		120/BA	
Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA	Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
1	35,547	36,047	36,547	37,047	37,547	1	37,413	37,913	38,413	38,913	39,413
2	36,047	36,547	37,047	37,547	38,047	2	37,913	38,413	38,913	39,413	39,913
3	36,747	37,247	37,747	38,247	38,747	3	38,613	39,113	39,613	40,113	40,613
4	37,547	38,047	38,547	39,047	39,547	4	39,413	39,913	40,413	40,913	41,413
5	38,347	38,847	39,347	39,847	40,347	5	40,213	40,713	41,213	41,713	42,213
6	39,347	39,847	40,347	40,847	41,347	6	41,213	41,713	42,213	42,713	43,213
7	40,347	40,847	41,347	41,847	42,347	7	42,213	42,713	43,213	43,713	44,213
8	41,347	41,847	42,347	42,847	43,347	8	43,213	43,713	44,213	44,713	45,213
9	42,347	42,847	43,347	43,847	44,347	9	44,213	44,713	45,213	45,713	46,213
10	43,347	43,847	44,347	44,847	45,347	10	45,213	45,713	46,213	46,713	47,213
11	45,147	45,647	46,147	46,647	47,147	11	47,013	47,513	48,013	48,513	49,013
12	47,047	47,547	48,047	48,547	49,047	12	48,913	49,413	49,913	50,413	50,913
13	48,947	49,447	49,947	50,447	50,947	13	50,813	51,313	51,813	52,313	52,813
14	51,047	51,547	52,047	52,547	53,047	14	52,913	53,413	53,913	54,413	54,913
15	53,147	53,647	54,147	54,647	55,147	15	55,013	55,513	56,013	56,513	57,013

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**APPENDIX E-4
Bookkeeper**

YEAR 1 2008-09

Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
1	36,974	37,474	37,974	38,474	38,974
2	37,474	37,974	38,474	38,974	39,474
3	38,174	38,674	39,174	39,674	40,174
4	38,974	39,474	39,974	40,474	40,974
5	39,674	40,174	40,674	41,174	41,674
6	40,474	40,974	41,474	41,974	42,474
7	41,274	41,774	42,274	42,774	43,274
8	41,874	42,374	42,874	43,374	43,874
9	42,874	43,374	43,874	44,374	44,874
10	43,874	44,374	44,874	45,374	45,874
11	44,874	45,374	45,874	46,374	46,874
12	46,574	47,074	47,574	48,074	48,574
13	48,874	49,374	49,874	50,374	50,874
14	50,874	51,374	51,874	52,374	52,874
15	53,974	54,474	54,974	55,474	55,974

YEAR 2 2009-10

Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
1	38,374	38,874	39,374	39,874	40,374
2	38,874	39,374	39,874	40,374	40,874
3	39,574	40,074	40,574	41,074	41,574
4	40,374	40,874	41,374	41,874	42,374
5	41,074	41,574	42,074	42,574	43,074
6	41,874	42,374	42,874	43,374	43,874
7	42,674	43,174	43,674	44,174	44,674
8	43,274	43,774	44,274	44,774	45,274
9	44,274	44,774	45,274	45,774	46,274
10	45,274	45,774	46,274	46,774	47,274
11	46,274	46,774	47,274	47,774	48,274
12	47,974	48,474	48,974	49,474	49,974
13	50,274	50,774	51,274	51,774	52,274
14	52,274	52,774	53,274	53,774	54,274
15	55,374	55,874	56,374	56,874	57,374

YEAR 3 2010-11

Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
1	39,674	40,174	40,674	41,174	41,674
2	40,174	40,674	41,174	41,674	42,174
3	40,874	41,374	41,874	42,374	42,874
4	41,674	42,174	42,674	43,174	43,674
5	42,374	42,874	43,374	43,874	44,374
6	43,174	43,674	44,174	44,674	45,174
7	43,974	44,474	44,974	45,474	45,974
8	44,574	45,074	45,574	46,074	46,574
9	45,574	46,074	46,574	47,074	47,574
10	46,574	47,074	47,574	48,074	48,574
11	47,574	48,074	48,574	49,074	49,574
12	49,274	49,774	50,274	50,774	51,274
13	51,574	52,074	52,574	53,074	53,574
14	53,574	54,074	54,574	55,074	55,574
15	56,674	57,174	57,674	58,174	58,674

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APPENDIX F-1
Custodian

YEAR 1 2008-09		2009-10		2010-11	
Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
1	29,129	29,629	30,129	30,629	31,129
2	29,629	30,129	30,629	31,129	31,629
3	30,429	30,929	31,429	31,929	32,429
4	31,229	31,729	32,229	32,729	33,229
5	32,129	32,629	33,129	33,629	34,129
6	34,129	34,629	35,129	35,629	36,129
7	35,129	35,629	36,129	36,629	37,129
8	37,329	37,829	38,329	38,829	39,329
9	40,129	40,629	41,129	41,629	42,129
10	43,829	44,329	44,829	45,329	45,829

YEAR 2 2009-10		2010-11		2011-12	
Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
1	30,130	30,630	31,130	31,630	32,130
2	30,630	31,130	31,630	32,130	32,630
3	31,430	31,930	32,430	32,930	33,430
4	32,230	32,730	33,230	33,730	34,230
5	33,130	33,630	34,130	34,630	35,130
6	35,130	35,630	36,130	36,630	37,130
7	36,130	36,630	37,130	37,630	38,130
8	38,330	38,830	39,330	39,830	40,330
9	41,130	41,630	42,130	42,630	43,130
10	44,830	45,330	45,830	46,330	46,830

YEAR 3 2010-11		2011-12		2012-13	
Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
1	31,321	31,821	32,321	32,821	33,321
2	31,821	32,321	32,821	33,321	33,821
3	32,621	33,121	33,621	34,121	34,621
4	33,421	33,921	34,421	34,921	35,421
5	34,321	34,821	35,321	35,821	36,321
6	36,321	36,821	37,321	37,821	38,321
7	37,321	37,821	38,321	38,821	39,321
8	39,521	40,021	40,521	41,021	41,521
9	42,321	42,821	43,321	43,821	44,321
10	46,021	46,521	47,021	47,521	48,021

APPENDIX F-2
Lead Custodian Elementary

YEAR 1 2008-09		YEAR 2 2009-10		YEAR 3 2010-11							
Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA	Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
1	41,256	41,756	42,256	42,756	43,256	1	44,969	45,469	45,969	46,469	46,969
2	41,956	42,456	42,956	43,456	43,956	2	45,669	46,169	46,669	47,169	47,669
3	42,806	43,306	43,806	44,306	44,806	3	46,519	47,019	47,519	48,019	48,519
4	43,806	44,306	44,806	45,306	45,806	4	47,519	48,019	48,519	49,019	49,519
5	45,256	45,756	46,256	46,756	47,256	5	48,969	49,469	49,969	50,469	50,969
6	46,556	47,056	47,556	48,056	48,556	6	50,269	50,769	51,269	51,769	52,269
7	48,256	48,756	49,256	49,756	50,256	7	51,969	52,469	52,969	53,469	53,969
8	50,181	50,681	51,181	51,681	52,181	8	53,894	54,394	54,894	55,394	55,894

APPENDIX F-3
Lead Cust, Maint, Grounds, Bus, Comp Tech (H.S. Lead and Asst H.S. Lead)

YEAR 1		2008-09		30 Credits		60/AAdeg		90 Credits		120/BA	
Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA	Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
1	44,651	45,151	45,651	46,151	46,651	1	49,908	50,408	50,908	51,408	51,908
2	45,151	45,651	46,151	46,651	47,151	2	50,408	50,908	51,408	51,908	52,408
3	45,851	46,351	46,851	47,351	47,851	3	51,108	51,608	52,108	52,608	53,108
4	46,651	47,151	47,651	48,151	48,651	4	51,908	52,408	52,908	53,408	53,908
5	47,651	48,151	48,651	49,151	49,651	5	52,908	53,408	53,908	54,408	54,908
6	49,151	49,651	50,151	50,651	51,151	6	54,408	54,908	55,408	55,908	56,408
7	51,126	51,626	52,126	52,626	53,126	7	56,383	56,883	57,383	57,883	58,383
8	53,626	54,126	54,626	55,126	55,626	8	58,883	59,383	59,883	60,383	60,883

YEAR 2		2009-10		30 Credits		60/AAdeg		90 Credits		120/BA	
Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA	Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
1	47,252	47,752	48,252	48,752	49,252	1	49,908	50,408	50,908	51,408	51,908
2	47,752	48,252	48,752	49,252	49,752	2	50,408	50,908	51,408	51,908	52,408
3	48,452	48,952	49,452	49,952	50,452	3	51,108	51,608	52,108	52,608	53,108
4	49,252	49,752	50,252	50,752	51,252	4	51,908	52,408	52,908	53,408	53,908
5	50,252	50,752	51,252	51,752	52,252	5	52,908	53,408	53,908	54,408	54,908
6	51,752	52,252	52,752	53,252	53,752	6	54,408	54,908	55,408	55,908	56,408
7	53,727	54,227	54,727	55,227	55,727	7	56,383	56,883	57,383	57,883	58,383
8	56,227	56,727	57,227	57,727	58,227	8	58,883	59,383	59,883	60,383	60,883

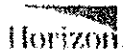
APPENDIX G-1
Security I

YEAR 1 2008-09		YEAR 2 2009-10		YEAR 3 2010-11		YEAR 4 2011-12					
Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA	Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
1	24,339	24,839	25,339	25,839	26,339	1	26,353	26,853	27,353	27,853	28,353
2	24,839	25,339	25,839	26,339	26,839	2	26,853	27,353	27,853	28,353	28,853
3	25,339	25,839	26,339	26,839	27,339	3	27,353	27,853	28,353	28,853	29,353
4	25,839	26,339	26,839	27,339	27,839	4	27,853	28,353	28,853	29,353	29,853
5	26,389	26,889	27,389	27,889	28,389	5	28,403	28,903	29,403	29,903	30,403
6	27,389	27,889	28,389	28,889	29,389	6	29,403	29,903	30,403	30,903	31,403
7	28,639	29,139	29,639	30,139	30,639	7	30,653	31,153	31,653	32,153	32,653
8	29,639	30,139	30,639	31,139	31,639	8	31,653	32,153	32,653	33,153	33,653
9	30,439	30,939	31,439	31,939	32,439	9	32,453	32,953	33,453	33,953	34,453
10	31,189	31,689	32,189	32,689	33,189	10	33,203	33,703	34,203	34,703	35,203

APPENDIX G-2
Security II

YEAR 1		2008-09					2009-10					2010-11					
Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA	Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA	Step	ND	30 Credits	60/AAdeg	90 Credits	120/BA
1	27,246	27,746	28,246	28,746	29,246	1	29,063	29,563	30,063	30,563	31,063	1	30,956	31,456	31,956	32,456	32,956
2	27,746	28,246	28,746	29,246	29,746	2	29,563	30,063	30,563	31,063	31,563	2	31,456	31,956	32,456	32,956	33,456
3	28,246	28,746	29,246	29,746	30,246	3	30,063	30,563	31,063	31,563	32,063	3	31,956	32,456	32,956	33,456	33,956
4	28,746	29,246	29,746	30,246	30,746	4	30,563	31,063	31,563	32,063	32,563	4	32,456	32,956	33,456	33,956	34,456
5	29,296	29,796	30,296	30,796	31,296	5	31,113	31,613	32,113	32,613	33,113	5	33,006	33,506	34,006	34,506	35,006
6	30,246	30,746	31,246	31,746	32,246	6	32,063	32,563	33,063	33,563	34,063	6	33,956	34,456	34,956	35,456	35,956
7	31,646	32,146	32,646	33,146	33,646	7	33,463	33,963	34,463	34,963	35,463	7	35,356	35,856	36,356	36,856	37,356
8	32,646	33,146	33,646	34,146	34,646	8	34,463	34,963	35,463	35,963	36,463	8	36,356	36,856	37,356	37,856	38,356
9	33,596	34,096	34,596	35,096	35,596	9	35,413	35,913	36,413	36,913	37,413	9	37,306	37,806	38,306	38,806	39,306
10	34,596	35,096	35,596	36,096	36,596	10	36,413	36,913	37,413	37,913	38,413	10	38,306	38,806	39,306	39,806	40,306

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DIRECT ACCESS HILLSIDE BOE

Member Information Book

Benefit	In-Network	Out-of-Network
Benefit Period	Calendar Year	
Deductible		
Individual	None	\$100
Family	None	\$250
	Deductible is Calendar Year.	
Coinsurance	100%	80%
Maximum Out of Pocket		
Individual	\$400	\$2,000
Family	\$800	\$5,000
Maximum Out of Pocket is Calendar Year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket.		
Benefit Period Maximum	Unlimited	\$5,000,000
Lifetime Maximum	Unlimited	\$5,000,000
Primary Care Physician Selection	Not Required	
Doctor's Office Visits		
Primary Care Office Visit	100% after \$10 copay A primary care physician is a general or family practitioner, internist or pediatrician	80% after deductible
Specialist Office Visit	100% after \$10 copay A referral is not required to visit a specialist.	80% after deductible
Maternity Visits	100% after \$10 copay Copay applies to 1st visit only Dependent children are eligible for Maternity/Obstetrical Benefits.	80% after deductible
Allergy Testing and Treatment	100%	80% after deductible
Preventive Care		
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100% after \$10 copay Note: A copay will only apply when an office visit is billed.	80% (no deductible)
Well Child Exams	100% after \$10 copay	80% (no deductible)
Well Child Immunizations and Lead Screening	100%	80% (no deductible)
Diagnostic Procedures		
Laboratory	100% in office or Labcorp 100% in Outpatient facility	80% after deductible
Outpatient X-ray/Radiology Services	100% in office 100% in Outpatient facility	80% after deductible
CT/CAT Scans, PET Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.		
<i>Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.</i>		
Hospital Care		
Inpatient Admission (including maternity)	100%	80% after deductible and \$200 copay
Room and Board	100%	80% after deductible
Pre-admission Testing	100%	80% after deductible
Surgery in Hospital	100%	80% after deductible
Inpatient Physician Services	100%	80% after deductible
Outpatient Dept. Services	100%	80% after deductible
Emergency Care		
Emergency Room	100% after \$25 copay	
Ambulance	90%	80% after deductible
Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.		



Blue Cross of New Jersey
 Horizon Health Plan, Inc.

DIRECT ACCESS HILLSIDE BOE

Outpatient Surgery		
Hospital Outpatient Surgery	100%	80% after deductible
Surgery in an Ambulatory Surgicenter	100%	80% after deductible
Services performed at a non-participating ambulatory surgery center are reimbursed at Horizon BCBSNJ's Payment Allowance and therefore may result in significant out of pocket costs.		
Mental Health Services		
Inpatient Biologically-Based Mental Illness (treated the same as general illnesses)	100%	80% after deductible and \$200 copay
Outpatient Biologically-Based Mental Illness (treated the same as general illnesses)	100% after \$10 copay	80% after deductible
Inpatient Non-Biologically Based Mental Illness/Drug Abuse	100% up to 25 days per benefit period then 90% up to 10 days per benefit period 30 days per lifetime combined in and out-of-network	50% after deductible and \$200 copay up to 30 days per benefit period
Partial Hospitalization	1st 25 days in network per benefit period do not accumulate towards the lifetime limit 2 partial days = 1 inpatient day	
Inpatient Physician Services	100%	50% after deductible
Outpatient Non-Biologically Based Mental Illness/Drug Abuse	90%	80% after deductible
Group Therapy	100 visits per benefit period combined in and out-of-network 300 visits per lifetime combined in and out-of-network 3 sessions = 1 outpatient visit	
Inpatient Mental Health/Substance Abuse Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212.		
Alcohol Abuse Services		
Inpatient	100%	80% after deductible and \$200 copay
Outpatient department	100%	80% after deductible
Office setting	100% after \$10 copay	80% after deductible
Alcohol abuse is treated the same as any other illness.		
Other Services		
Acupuncture	100%	80% after deductible
Bariatric Surgery	100%	80% after deductible
Diabetic Education	100% after \$10 copay	80% after deductible
Diabetic Supplies	90%	80% after deductible
Durable Medical Equipment	90%	80% after deductible
Home Health Care	100%	80% after deductible
Hospice Care	100%	80% after deductible
Infertility (including in-vitro fertilization)	100% after \$10 copay Limited to 4 egg retrievals per lifetime	80% after deductible
Nutritional Counseling	100%	80% after deductible
Orthotics and Prosthetics (Per NJ mandate)	100% after \$10 copay Limited to 3 visits per benefit period	80% after deductible
Physical Rehabilitation Facility Inpatient Services	100%	80% after deductible
Private Duty Nursing	90% Limited to 30 visits per benefit period (8-hour shifts)	80% after deductible
Short-term Therapies: Physical, Occupational, Speech, Respiratory		
Skilled Nursing Facility/Extended Care Center	100% after \$10 copay 100% up to 120 days The overall maximum per benefit period is 120 days combined in and out of network.	80% after deductible 80% after deductible up to 60 days
Therapeutic Manipulation (Chiropractic Care)	100% after \$10 copay 30 visit maximum per benefit period	80% after deductible
Vision - Routine Eye Exam	100% after \$10 copay	Not Covered
Vision Hardware		Not Covered



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Prescription Drugs	Covered under a freestanding Rx program
Eligibility	Children are covered to the end of the calendar year in which they turn age 23. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 23. Under certain conditions, coverage may be extended for qualified dependents up to age 31.
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com .

You can save money when you choose to receive care from providers that participate in the Horizon BCBSNJ networks. When you use participating hospitals or other medical facilities or doctors, you generally only pay your copayment and any applicable in-network coinsurance or deductible. Generally, if you have services performed at an out of network facility or by an out of network provider, your out of network benefits will apply. This means that you will be responsible for amounts exceeding Horizon BCBSNJ's allowable reimbursement for that particular service and this may result in significant out of pocket costs. You will be responsible to pay for this amount directly to the non-participating hospital, ambulatory surgery center or provider. By using our Horizon-BCBSNJ network providers, you keep your health care costs down.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY

HORIZON POS

Hillside Board of Education

PREFIX YHP

In-Network - Horizon BCBSNJ's payment for eligible expenses when services are provided or coordinated by the Primary Care Physician (PCP). Horizon BCBSNJ reimburses Specialists at the applicable allowance. PCPs are capitated. The member will not be responsible for any balance bill. Horizon POS provides the highest level of benefits for in-network services, and the member does not have to file claims.

Out-of-Network - Horizon BCBSNJ's payment for eligible services that are not provided or coordinated by the Primary Care Physician. The member may see any physician if he/she is willing to pay a greater share of the costs. Horizon BCBSNJ reimburses network providers at the applicable allowance. Non-network providers are reimbursed up to the allowance level and may balance bill to charges. An annual deductible and a coinsurance applies to all eligible medical and most supplemental services. Once the member reaches the out of pocket maximum, the Horizon POS pays 100% of the appropriate allowance for eligible services for the rest of that year. There is a lifetime maximum for each member. The member is responsible for complying with all utilization review and cost containment programs.

	In-Network	Out-of-Network
ALL SERVICES		
Benefit Period	Calendar Year	
Deductible (Total combined per year)		
Hospital/Facility	None	\$100 per indiv./2.5 ded. per family
Professional	None	\$100 per indiv./2.5 ded. per family
Supplemental	None	\$100 per indiv./2.5 ded. per family
Coinsurance		
Hospital/Facility	100%	70%
Professional	100%	70%
Supplemental	100%	70%
Out-of-Pocket Maximum (excluding deductible)	\$400 per ind./\$1,000 per family	\$2,000 per ind./\$5,000 per family
Maximums		
Benefit Period	None	\$1,000,000
Lifetime	None	\$1,000,000
HOSPITAL/FACILITY SERVICES		
Inpatient Services:		
Room & Board (semi-private room)	100%	70% after \$200 deductible/confinement
Intensive Care & Other Hospital Services (therapy/diagnostic services, blood administration, general nursing, operating room, etc.)	100%	70% after \$200 deductible/confinement
Maternity Benefits (includes dependents)	100%	70% after \$200 deductible/confinement
Organ Transplants (Includes ABMT)	100%	70% after \$200 deductible/confinement
Outpatient Services:		
Hospital Services (operating room, blood administration, general nursing, therapy/diagnostic services, etc.)	100%	70% after deductible
Pre-Admission Testing	100%	70% after deductible
Medical Emergency/Accidental Injury	100% after \$25 copay (\$25 copay applies to facility charges)	
Surgical Center	100%	70% after deductible
Skilled Nursing Facility	100% up to 100 days	70% after deductible up to 60 days
Home Health Care	100%	70% after deductible
Hospice Care	100%	70% after deductible

PHYSICIAN SERVICES		
Inpatient Services	In-Network	Out-of-Network
Medical Care (including consultations)	100%	70% after deductible
Surgical Services (including assistant surgeon and anesthesia)	100%	70% after deductible
Obstetrical Services (i.e., normal delivery, cesarean section, abortion)--includes dependents	100%	70% after deductible
Diagnostic/Therapy Services	100%	70% after deductible
Outpatient/Out-of-Hospital Services		
Office Visits (including allergy testing, related diagnostic/therapy services) when medically necessary	100% after \$5 copay	70% after deductible
Office Visits for gynecological services when medically necessary	100% after \$5 copay (no referral needed when network gynecologist is used)	70% after deductible
Medical and Surgical Care (including related diagnostic/therapy services)	100% after \$5 copay	70% after deductible
Diagnostic X-ray and Lab	100%	70% after deductible
Maternity Care (includes dependents)	100% after \$5 copay (first visit only)	70% after deductible
Infertility (includes in-vitro fertilization per NJ Mandate)	100% after \$5 copay 4 egg retrievals per lifetime	70% after deductible
Well Child Care (through age 19)	100% after \$5 copay	No Benefit
Child Immunizations/Lead Screening (NJ Mandate)	100% after \$5 copay	70% (no deductible)
Routine Physicals (beginning at age 20) (Health Wellness NJ Mandate)	100% after \$5 copay 1 per year	70% (no deductible)
Prostate Screening (NJ Mandate)	100% after \$5 copay Men age 40 and over, 1 per year	70% (no deductible)
Annual Routine Ob/Gyn Exam	100% after \$5 copay No referral needed- 1 per BP	70% (no deductible)
NJ Pap & Mammography Mandates	100% after \$5 copay 1 per Benefit Period	70% (no deductible)
Short Term Therapies: Physical, Speech, Occupational, Respiratory/Inhalation Therapy. (Limit of 3 modalities per visit)	100% after \$5 copay	70% after deductible
Therapeutic Manipulations (no referral required)	100% after \$5 copay	70% after deductible
SUPPLEMENTAL SERVICES		
Ambulance (Ground Transport Only)	100%	70% after deductible
Air Ambulance	100%	70% after deductible
Private Duty Nursing	100%	70% after deductible
Durable Medical Equipment	100%	70% after deductible
Diabetic Supplies (NJ Mandate)	100%	70% after deductible
Diabetic Education (NJ Mandate)	100% after applicable copayment	70% after deductible
Prescription Drugs	Covered under Freestanding Rx Card	Covered under Freestanding Rx Card
Physical Rehabilitation Facility Inpatient Services	100%	70% after deductible
Vision Care	100% after \$5 copay	No Benefit
Vision Hardware	No Benefit	No Benefit
Oxygen & Administration	100%	70% after deductible
Nutrition	100% after \$5 copay, 3 visits per year	No Benefit
Blood Charges	100%	70% after deductible

MENTAL HEALTH/SUBSTANCE ABUSE *		
	In-Network	Out-of-Network
Inpatient Physician Services	100%	70% after deductible
	100% up to 25 days per BP, then 90% up to 10 days per BP	50% up to 30 days per BP, after \$200 deductible/confinement
Inpatient Facility Services	30 days per lifetime combined in and out-of-network 1st 25 days in network per BP do not accumulate towards the lifetime limit	70% after deductible
Outpatient Services	90%	70% after deductible
Group Therapy	90%	70% after deductible
* All Mental Health/Substance Abuse Care Services must be coordinated through the Horizon BCBSNJ/Magellan Behavioral Health Program Biologically Based Mental Illnesses will be paid as any other medical condition pursuant to NJ state mandate.		
COST MANAGEMENT		
Catastrophic Case Management	Included as PCP management	Covered
Pre-Admission Review	Included as PCP management	Subscriber must comply or coinsurance will not accumulate toward the out-of-pocket max
ELIGIBILITY		
Children covered to the end of the calendar year in which they turn age 23. Handicapped dependents covered beyond the child removal age, if the handicap occurred prior to age 23.		

CareWise

CareWise is a health information service that includes a toll free 24 hour health information line staffed by registered nurses. Members are provided with a resource manual which includes information on common medical ailments. CareWise nurses do not diagnose or recommend any treatment. Instead, they provide the member with the necessary health information needed to make informed medical decisions. This helps members determine if their health ailment requires a doctor's visit.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your booklet for more information.

Horizon Blue Cross Blue Shield of New Jersey
Prescription Drug Program
Hillside Board of Education
 GROUP # 85142

The Prescription Drug Program covers FDA approved legend drugs. A prescription order from a physician is required for drugs to be eligible. Prescriptions may be refilled within one year of the original prescription date, when authorized by the physician and permitted by law. Any limitations that apply to an original prescription also apply to the refills.

Copayments							
Type of Program							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: center;">Retail</th> <th style="width: 50%; text-align: center;">Mail Order</th> </tr> <tr> <td style="text-align: center;"><i>Generic \$7.00</i></td> <td style="text-align: center;"><i>Generic \$7.00</i></td> </tr> <tr> <td style="text-align: center;"><i>Brand \$12.00</i></td> <td style="text-align: center;"><i>Brand \$12.00</i></td> </tr> </table>	Retail	Mail Order	<i>Generic \$7.00</i>	<i>Generic \$7.00</i>	<i>Brand \$12.00</i>	<i>Brand \$12.00</i>
Retail	Mail Order						
<i>Generic \$7.00</i>	<i>Generic \$7.00</i>						
<i>Brand \$12.00</i>	<i>Brand \$12.00</i>						
Two Tier Copayment Plan: - lower copay applies to generic drugs higher copayment applies to brand name drugs regardless if a generic substitute was available.							
Benefit Period Maximum	<i>Unlimited</i>						
Days Supply	Retail - up to 90 days (1 copay applies for each 30 day supply) Mail order - up to 90 days (1 copay applies for the 90 supply)						
Diabetic Supplies:	Blood Glucose Monitors Test Strips Insulin Injection Aids Cartridges for the Legally Blind Syringes Insulin Pumps and appurtenances Insulin Infusion Devices Oral Agents for Controlling Blood Sugar						
Exclusion:	Prescription Smoking Deterrents Anti-Obesity Drugs Over the counter Vitamins & Minerals Growth Hormones (unless prior authorized) Drugs for Cosmetic Purposes Immunization Agents and Allergy Serum						

Children are covered to the end of the calendar year in which they turn age 23.

Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to age 23.



Comparison of Horizon DENTAL Benefit Options (DOP with Ortho)

Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Work.

Hillside Board of Education

		DOP Employees	DOP Dependents
Annual Deductible		None	None
Out-of-network		Yes	Yes
Annual Maximum		\$2000	\$2000
Ortho Maximum	Adults and dependent children to age 19	\$2000	\$2000
COVERED SERVICES		PLAN PAYS	PLAN PAYS
Exams and Preventive Services Exams*	All exams (3x annually) Fluoride treatment (child) Prophylaxis	100%	100%
X-rays	Panoramic Full-mouth X-rays	100%	100%
Space Maintainers	Space Maintainers – fixed unilateral/bilateral	100%	100%
Restorations and Repairs	Amalgam restorations Composite restorations (other than for molars) Denture adjustments and repairs	50%	50%
Endodontics	Pulp cap/Pulpotomy Root canal therapy – anterior, bicuspid, molar	50%	50%
Periodontics	Scaling and root planing Gingivectomy Soft tissue grafts Periodontal maintenance Osseous surgery	50%	50%
Oral Surgery+	Routine extractions Soft tissue surgical extractions Incision and drainage of abscess Surgical extractions – impacted	50%	50%
COVERED SERVICES		PLAN PAYS	PLAN PAYS
Major Restoration	Crowns	50%	50%
Dentures	Complete and partial dentures	50%	50%
Fixed Bridges	Retainers and pontics	50%	50%
Orthodontic Procedure(per optional rider)	Employees and Dependents. Limited to one complete orthodontic treatment per lifetime.	50%	50%

Services are for illustrative purposes only. For complete listing of covered services, plan limitations, deductibles and maximums, consult your benefit booklet.

* refers to Preventive Diagnostic Services

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