

**AGREEMENTS**

**BETWEEN**

**THE MORRIS HILLS REGIONAL DISTRICT  
EDUCATION ASSOCIATION, INC.**

**AND**

**THE MORRIS HILLS REGIONAL DISTRICT  
BOARD OF EDUCATION**

**JULY 1, 2004 THROUGH JUNE 30, 2007**

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THIS AGREEMENT reached this 18 day of October, 2004, by and between the Board of Education of the Morris Hills Regional District, the County of Morris, New Jersey, hereinafter called the "Board", and the Morris Hills Regional District Education Association, hereinafter called the "Association".

**WITNESSETH**

WHEREAS, the Board has an obligation, pursuant to NJSA 34:13A-1 et seq. to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

**SECTION I  
ALL EMPLOYEES**

**ARTICLE 1  
RECOGNITION**

- A. The Board hereby recognizes the Morris Hills Regional District Education Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for certified and non-certified personnel excluding:

Superintendent  
Assistant Superintendents  
Principals  
Assistant Principals  
Director of Pupil Personnel Services  
Guidance Supervisors  
Athletic Directors  
District Director of Instructional Services  
Summer School Director  
Vocational School Director  
District Director of Educational and Administrative Services  
Adult School Personnel (excluding secretaries)  
Secretary to Board Secretary  
Secretary to Personnel Director  
Secretary to Board Superintendent  
Secretary to Board Assistant Superintendent  
Community Relations/Administrative Assistant to the Superintendent  
Data Processing Supervisor  
Confidential Employees  
Craft Employees  
Supervisors  
Police Officers  
Firefighters  
Managerial Executives within the meaning of the Act  
Bus Drivers  
Cafeteria Workers  
Custodians  
Maintenance  
Mechanics  
Security

Shipping & Receiving  
Medical Inspectors  
Dentists  
Per Diem Substitutes

- B.** Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above, and references made to male employees shall include female employees.
- C.** Specific reference to a category of employee refers to employees in that category exclusively.

## **ARTICLE 2 GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or alleged violation of this Agreement, policies, or administrative decisions which affect the terms and conditions of employment of the employee or a group of employees. Association grievances must specify the group or groups.
2. A "grievant" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

### **B. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these procedures will be kept informal at all levels of the procedure.

### **C. PROCEDURE**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified at any level may be extended, in writing, by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or a mutually determined time thereafter.
3. The grievance to be considered under this procedure must be initiated by the grievant within thirty (30) calendar days of the alleged occurrence.

#### **4. STEP ONE**

An employee who feels he/she has a grievance must first discuss it on an informal basis with his/her immediate superior.

#### **5. STEP TWO**

If the grievant is not satisfied with the results at Step One, or if no decision has been rendered within ten (10) calendar days after presentation of the grievance, the grievant may submit the grievance, either directly or through the Association representative, to his/her appropriate administrator, in writing, using the prescribed form, within ten (10) calendar days following the disposition at Step One.

#### **6. STEP THREE**

If the grievant is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within ten (10) calendar days after the grievance was delivered to and received by the appropriate administrator, the grievant may submit grievance to the Superintendent within ten (10) calendar days.

#### **7. STEP FOUR**

If the problem is not resolved within fourteen (14) calendar days after the grievance was received by the Superintendent, or if no decision has been rendered, the grievant may within fourteen (14) calendar days after receipt of the Superintendent's decision, or within twenty-eight (28) calendar days after submission to the Superintendent if no decision is rendered, submit a written appeal through the Superintendent to the Board of Education with a hearing option at the Board level. The Board must render a decision, in writing, within thirty (30) calendar days of the receipt of the appeal.

## **8. STEP FIVE**

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association wishes review by a third party, the grievance must be submitted to arbitration. If arbitration is requested, the Association shall notify the Board within fifteen (15) calendar days of receipt of the Board's decision, or within forty-five (45) calendar days of the original date of submission to the Board if no decision has been rendered by the Board.

The following are not subject to arbitration:

- a.** any matter for which a specific method of review is prescribed either by law or any regulation of the state commissioner of Education,
- b.** a complaint of a non-tenured employee which arises by reason of his not being re-employed.
- c.** a complaint by any employee occasioned by appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required except when permitted by N.J.S.A. 34:13A-1 et seq.:
- d.** any matter not specifically part of this Agreement or not pertaining to matters which fit the description of the term "grievance" as stated in paragraph one of this Article.

## **9. STEP SIX**

The following procedure shall be used to secure the services of an arbitrator:

- a.** If the Association wishes to secure the services of an arbitrator, it shall request the American Arbitration Association to provide a list of arbitrators to settle the dispute.
- b.** Once a request is made to the American Arbitration Association, the parties shall be bound by its rules and regulations.
- c.** The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d.** The costs for the services of the arbitrator shall be borne equally by both parties. Any other expenses shall be paid by the party incurring same.



#### **D. RIGHTS OF EMPLOYEES TO REPRESENTATION**

1. Any grievant may be represented at Steps One, Two and Three of the grievance procedure by the grievant or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure as an observer. Only the Association or its designated representative may represent the grievant at Steps Four, Five, and Six.
2. No reprisals of any kind shall be taken by the Board or any member of the Administration or the Association against any party in interest or any other participant in the grievance procedure by reason of such participation.

#### **E. MISCELLANEOUS**

1. If, in the judgment of the Association, a grievance affects a group of employees, the Association may submit and process such grievance. The Association may not initiate nor pursue a claim unless the claim is a violation of this Agreement.
2. Decisions unsatisfactory to the grievant rendered at Step Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to the grievant.
3. The form for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. No meetings or hearings under this procedure shall be conducted in public and shall include such parties in interest and their designated or selected representatives heretofore referred to in this Article. When it is agreed that meetings or hearings under this procedure are jointly scheduled to be held during the employees' work hours, the employees involved shall suffer no loss of pay or benefits.
5. Neither the Association nor the Board shall issue public statements during the grievance procedures.
6. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
7. The grievance form is attached hereto as Appendix A.

## **ARTICLE 3 INSURANCE PROTECTION**

- A. Employees working twenty (20) or more hours per week shall receive full insurance benefits.

### **B. MEDICAL PREMIUM**

1. The Board shall provide and pay the full premium for the New Jersey State Health Benefits Program, modified to include mandatory second surgical opinion and pre-admission certification.
2. Coverage shall be appropriately designated by the employee as:
  - a. Employee only
  - c. Husband/Wife
  - c. Parent/Child(ren)
  - d. Family
3. Employees hired after January 1, 1999 shall be covered under the Designated Preferred provider Plan for the first thirty-six (36) months of employment Effective September 1, 2000, these employees choosing the traditional indemnity plan will pay fifty percent (50%) of the difference in cost.
4. DPP Plan will provide for:
  - \$10.00 co-pay on doctors visits
  - RX Plan \$5.00 co-pay generic; \$10.00 name brand

### ***Health Insurance Waiver***

Full time employees who can show proof of health insurance coverage by a spouse, who is not employed in the district, may elect to waive health insurance coverage in return for \$1,500 (one thousand five hundred dollars). Payment will be made for each year coverage is waived. Waiver is based on the school year (July – June) and shall begin on July 1, 2004. Amount will be pro-rated based on implementation date. Payment shall be made on June 30. During the school year, employees may request, in writing, to resume health coverage in the event of an emergency which resulted in loss of out-of-district coverage e.g. spouse's termination of employment or death of spouse. The district will then only pay on a pro-rated basis for the unused portion of the health insurance coverage prior to the reenrollment.

Should the district switch health insurance to the N.J. State Health Benefits Plan the waiver provision will be null and void.

### **C. DENTAL PREMIUM**

1. The Board shall provide and pay the dental care insurance protection plan premium for single employee coverage and family coverage as designated in Appendix B.
  2. Employees hired after January 26, 1993, will only be eligible for employee dental insurance until the completion of three (3) years of service. During the three (3) year waiting period the employee may purchase family benefits.
- D.** It is the responsibility of the employee to notify the Board Secretary of any changes in marital or dependent status in accordance with the master plan(s).
- E.** For each employee who remains in the employ of the Board for the full school year the Board shall continue to make payment of insurance premiums to provide insurance coverage for a full twelve-month period.
- F.** For each new employee, coverage shall commence in accordance with the rules of the insurance carrier (provided said employee executes and submits appropriate forms to the district business office in a timely manner) and continue for the full-term as described in Paragraph E above.
- G.** The Board shall provide each new employee a description of the medical and dental insurance coverage provided under this Article at the beginning of the school year, which shall include a description of conditions and limits of coverage. All employees shall be provided with a copy of any carrier changes in coverage as they occur.
- The Board shall establish Section 125 account for staff to utilize for the payment of premiums for traditional health insurance where applicable and for the payment of dental insurance premiums/health waiver where applicable.
- H.** The Board shall continue to maintain its present protection consistent with Title 18-A for all employees.

### **ARTICLE 4 DEDUCTION FROM SALARY**

- A.** The Board agrees to deduct from the salaries of its employees dues for the Morris Hills Regional District Education Association, the Morris County Council of Education Associations, the New Jersey Education Association, and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with NJSA 52:14-15.9e and under rules established by the State Department of Education.

Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Morris Hills Regional District Education Association by the fifteenth of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate Association or Associations.

**B.** The Board agrees to deduct the employees' salaries money for the following:

- Prudential Disability
- Association Dues or Agency Fee
- Tri-Co Federal Credit Union
- Tax sheltered annuity plans as approved by the Board
- U.S. Savings Bonds

In addition, the Board will offer three 403(b)(7) Plans. The Board will propose 7 plans to the Association and the Association will select three plans. These three plans will be permitted payroll deduction. Individuals participating in such plans will indemnify the district for all and any damages resulting from their participation in such plans.

And any other program agreed to by the Board and Association or required by law as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such Association or Associations.

**C. TAX SHELTERED ANNUITIES**

1. Employees shall be permitted to change tax sheltered annuity 403(b) or 403(b)(7) deductions one time per calendar quarter.
2. The Board agrees to forward tax sheltered annuity 403(b) or 403(b)(7) deductions two (2) times per month for those plans agreeing to bill the Board twice per month.

**D. DIRECT DEPOSIT**

The Board shall establish a system for electronic direct deposit of payroll checks to the account of the employee's choice, consistent with the rules of the Board of Education's bank.

**ARTICLE 5**  
**VACANCIES AND PROMOTIONAL OPPORTUNITIES**

- A.** The Board agrees, through the Superintendent, to publicize all vacancies and promotional opportunities. When school is in session, a notice shall be posted in the general office of each school as far in advance as is practicable. In the event posting of the vacancy is not feasible, the Superintendent will communicate the existence of that vacancy to the President of the Association. Employees who desire to apply for such vacancies or promotional opportunities shall submit their applications, in writing, to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge, in writing, all such applications. During the summer months, when school is not in session, the Superintendent shall post a notice in each building as though school were in session, and mail a notice to each employee who indicates, in writing, prior to the close of the school year that he/she wishes to be notified of such notices and has provided the Superintendent's office with a stamped, self-addressed envelope.
- B.** The notices pertaining to promotional opportunities shall describe the position and its duties shall be clearly stated.
- C.** All qualified employees shall be given adequate opportunity to make application (as herein agreed), and no position shall be filled until all properly submitted applications have been considered.
- D.** Notices of professional vacancies and promotional opportunities will be forwarded, in writing, to the President of the Association throughout the course of each calendar year.

**ARTICLE 6**  
**TEMPORARY LEAVES OF ABSENCE**

**A. BEREAVEMENT LEAVE**

Upon approval from the Superintendent, a maximum of three days per bereavement (non-cumulative) for a death of a spouse or near relative (parents, children, brothers, sisters, uncle, aunt and grandparents of employee or spouse), or one (1) day for death of a relative. An additional two (2) days may be granted in the event of death to the employee's spouse, or the employee's/spouse's parent for postmortem arrangements when the responsibility falls upon the employee.

## **B. JURY DUTY**

1. In order to receive full pay for jury duty, a full-time certificated employee must exercise the statutory exemption from jury duty during the time school is in session. Certificated employees who fail to exercise this exemption will have salary withheld at the rate of one-two hundredths (1/200) of the annual salary for each day of absence.
2. A support staff employee summoned to jury duty shall promptly report his/her impending absence to the immediate supervisor. A support staff employee absent on jury duty shall receive full pay. On return from jury duty, the support staff employee must submit to his/her immediate supervisor a court record of the number of days served on jury duty. The time spent on jury duty will not be charged against personal leave and will count as time on the job.

## **ARTICLE 7 EXTENDED LEAVES OF ABSENCE**

### **A. ASSOCIATION LEAVE**

The Board agrees that one (1) employee designated by the Association shall, upon request, be granted a leave of absence without pay for one (1) year for the purpose of engaging in activities of the Association or its affiliates.

### **B. CHILD-CARE LEAVE**

The Board agrees to grant child-care leave in accordance with applicable statutes.

### **C. ADOPTION**

Any tenured employee adopting a pre-school child shall receive similar leave provisions which shall commence upon the employee receiving actual custody of said child or earlier if necessary (necessity to be determined by the Superintendent) to fulfill the requirements for the adoption. The non-tenured employee may be offered re-employment at the discretion of the Board.

### **D. BENEFITS WHILE ON LEAVE**

For the employee granted leave pursuant to Sections A., B, and C. of this Article, all benefits and experience accrued shall remain frozen and shall be restored to him/her upon return. Medical/dental benefits shall not be provided by the Board during an extended unpaid leave of absence. (Employees eligible for such leave of absence may choose to remain in the Board's group; however, they must reimburse the Board on a monthly basis for the full cost of their premium.)

**ARTICLE 8  
PRIVILEGES OF THE ASSOCIATION**

- A. The Board agrees to make available to the Association, upon reasonable advance request, all information that is available to the public.
- B. Upon the Superintendent's approval, any representatives of the Association or any employee participating during working hours in a grievance proceeding shall suffer no loss in pay.
- C. The Association and its representatives shall have the use of school facilities not being used for instructional purposes for meetings. Requests for such facilities shall be decided by the principal in each building in question sufficiently in advance of the time and place of all such meetings.
- D. The Association shall have the use of school office equipment including typewriters, duplicating machines, calculating machines, and other types of audio-visual equipment when such equipment is not otherwise in use. Requests for such use of equipment shall be decided by each building principal or his designee. The Association shall pay for any repairs necessitated as a result thereof. Requests must be submitted in writing to the building principal or his designee. No equipment may be removed from school property without written authorization of the Superintendent of Schools. Such approval shall not be unreasonably denied.
- E. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge for which no approval shall be required. A portion of a bulletin board in each central office shall be provided for Association use, subject to principal's approval. All material to be posted on the bulletin board of the building central office must be signed by the Association President or Vice-President as "Association material", with a copy to the building principal.
- F. The Association shall have the right to use the inter-school mail facilities and school mailboxes for Association-related items as it deems necessary, with the approval of the building principal or, in his absence from the building, his designee.
- G. The Association shall receive a copy of the Board of Education meeting agendas prior to the meeting. Board of Education minutes shall be made available.

**ARTICLE 9  
RIGHTS OF THE BOARD OF EDUCATION**

The Board reserves the rights, responsibilities, and authority granted to it under the applicable statutes.

**ARTICLE 10**  
**USE OF PERSONAL AUTOMOBILE**

- A. Employees shall not be required to provide pupil transportation off school grounds for student activities.
- B. Whenever it is necessary for employees to use their own automobiles, the employee shall be compensated at the applicable IRS rate.

**ARTICLE 11**  
**STAFF-ADMINISTRATION COUNCIL**

Each principal shall establish an Advisory Council. Said Council will be chaired by the Principal or his designee. They will meet once a month during the school year. Minutes of each meeting will be forwarded to staff members within a week of the meeting. Council membership shall consist of one (1) teaching member from each department, one (1) representative from the secretarial staff and one (1) representative from the staff assistant staff.

**ARTICLE 12**  
**MISCELLANEOUS PROVISIONS**

- A. The Board and the Association agree that there shall be no discrimination on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status, consistent with New Jersey and applicable U.S. statutes.
- B. This Agreement incorporates the entire understanding of the parties on 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 matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Any individual contract between the Board and an individual, heretofore or hereafter executed during the term of this contract, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.



- E. Copies of this Agreement shall be published by the Board of Education and shall be distributed to all employees covered by the unit and, upon request, to those offered employment by the Board.
- F. An employee must be on the payroll for at least the following number of days to be eligible to receive an employment increment. An employment increment is defined as the movement from one step on the salary guide to the next step on the next year's salary guide (i.e. Step 1 in 2000-01 to Step 2 in 2001-02).
  - 1. Ten (10) month employees—150 calendar days between September 1 and June 30.
  - 2. Twelve (12) month employees—180 calendar days between July 1 and June 30.
- G. An employee shall have the right, not more than twice a year, upon request to review the contents of his/her personnel file with the Superintendent. The employee, at his/her request, shall be entitled to have a representative of the Association accompany him/her during such review.
- H. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified letter at the following addresses:
  - 1. If by Association:

Office of the Superintendent  
Morris Hills Regional District  
48 Knoll Drive  
Rockaway, New Jersey 07866-4088
  - 2. If by the Board, to the Association President at his or her work location.

**ARTICLE 13**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13A-1 et seq.
- B. PROCEDURE**
  - 1. All initial Association proposals and the Board proposals must be submitted in writing at the first meeting.
  - 2. At the conclusion of each meeting, the date time and place of the next meeting will be mutually established.

3. A room shall be provided for either party for the purpose of caucus during negotiations.
4. Before and during negotiations, the Board and Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available to the Association, for inspection, the following pertinent records, data, and information of the Morris Hills Regional District:
  - a. an audit report.
  - b. a complete salary study for the succeeding year showing the number of employees, contractual salaries, training level for certified staff only, Morris Hills District experience, total experience, and step on guide.
5. The scattergram for negotiations for the successor agreement will be based on the staff employed on December 15, 2006.

#### **C. NEGOTIATIONS TEAM COMPOSITION**

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals, and to reach tentative agreement on proposals in the course of negotiations.

#### **D. FINAL AGREEMENT**

Final agreement reached by the Association negotiating committee and the Board negotiating committee will be presented to the Board of Education and the Association membership for ratification. Once ratified by both parties, the Agreement will be signed by officials of both parties.

### **ARTICLE 14 AGENCY FEE**

#### **A. PURPOSE OF FEE**

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of the fee will be to offset the employee's per capita cost of service rendered by the Association as majority representative.

## **B. AMOUNT OF FEE/NOTIFICATION**

Not later than August 15<sup>th</sup>, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law. Such fee may not exceed 85% of the Association's regular membership dues, fees and assessments.

## **C. DEDUCTION AND TRANSMISSION OF FEE**

### **1. NOTIFICATION**

On or about the 1<sup>st</sup> of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year the Association shall notify the board of education as to the names of those employees who are required to pay the representation fee.

### **2. PAYROLL DEDUCTION SCHEDULE**

The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

### **3. TERMINATION OF EMPLOYMENT**

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the expiration of the school year, the employee will be responsible for the payment of the representation fee pro-rated to the duration of employment in that school year. The Board will deduct that pro-rata share from the employee's remaining paychecks.

### **4. MECHANICS**

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

### **5. CHANGES**

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee. Changes in deductions will be reflected in the current month's payroll provided the list is submitted to the Board by the first of said month.

## **6. NEW EMPLOYEES**

On or about the last day of each month, beginning in September, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include the name, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

Representation fees shall not be deducted until thirty days following commencement of employment but no sooner than the first paycheck in February. Representation fees will be deducted, pro-rated, to the duration of employment in the school year.

## **D. INDEMNIFICATION AND SAVE HARMLESS**

### **1. LIABILITY**

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with this Article, provided that:

- a.** the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph, and
- b.** if the Association so requests and the Board consents in writing, the Board will surrender to the Association full responsibility for the defense of such claim, demand, suit or other form of liability, except that the Board reserves the right to approve any settlement. The Board will not unreasonably withhold its consent to have the Association assume full responsibility for the defense of any claim, etc. and will not unreasonably refuse to approve any settlement of same. Each party agrees that it will exercise good faith toward the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

### **2. EXCEPTION**

It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board.

**ARTICLE 15**  
**DURATION OF AGREEMENT**

- A.** The economic portions of this Agreement shall become effective either on July 1, **2004** or on the date indicated, and shall continue in effect through, June 30, **2007** and the non-economic provisions shall become effective on the date this Agreement is signed and shall continue in effect until June 30, **2007** subject to the Association's right to negotiate a Successor Agreement. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is mutually extended in writing.
- B.** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective negotiators and their corporate seals to be placed hereon, all of the day and year first above written.

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President of Association

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President – Board of Education

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Secretary of Association

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Board Secretary

**SECTION II  
TEACHERS  
ARTICLE 16  
TEACHER WORK YEAR**

**A. WORK YEAR**

1. The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who shall be required to attend an additional two (2) or more days of orientation) shall be one-hundred and eighty-three (183) days inclusive of one (1) orientation day, one (1) half-day prior to Thanksgiving Day and one (1) three (3) hour closing day in June.

The teacher work year shall not include the week referred to as "Presidents' Week", which for the term of this Agreement falls on February 21-25, 2005, February 20-24, 2006 and February 19-23, 2007.

2. Counselors:

Work up to five (5) days, i.e., two (2) days at the end of June after school closes and three (3) days during the last week in August prior to the opening of school at the rate of  $\frac{1}{2}$  of 1% per day.

Child Study Team:

Work up to three (3) days during the months of July and/or August. The days to be mutually scheduled with the district Director and paid at the rate of  $\frac{1}{2}$  of 1% per day.

SAC:

Work up to five (5) days at the rate of  $\frac{1}{2}$  of 1% per day. Days to be mutually scheduled with the immediate supervisor during July or August.

ESL:

Work up to five (5) days at the rate of  $\frac{1}{2}$  of 1% per day. Days to be mutually scheduled with the immediate supervisor during the last two weeks in August.

3. The in-school work year shall include days when pupils are in attendance, orientation days, and any other day on which teacher attendance is required.

**B. WORK CALENDAR CONSULTATION**

The Association’s officers shall meet with the Superintendent to advise in the formulation of the work calendar for each year for the term of this Agreement. Such meetings shall begin no later than December first of the previous year.

**C. CHANGES TO APPROVED WORK CALENDAR**

Changes in the approved work calendar for that year shall be made only after consultation between the Association and the Superintendent, except in an emergency situation involving the health and safety of the students and the staff.

**D. EVENING ASSIGNMENTS**

Teachers may be required to attend two (2) night functions per year, not to exceed two and one half hours in length and counselors may be required to attend two (2) such night functions per year. The night functions for counselors referenced in this paragraph are in addition to the night activities for counselors referenced in Article 17, A.4. “Evening Guidance Services”. The evening meetings shall be established when the Board of Education adopts the school calendar.

**ARTICLE 17  
TEACHING HOURS AND TEACHING LOAD**

Beginning in the 1996-97 school year, an alternate day block schedule which will involve “A” and “B” days scheduled on consecutive school days may be implemented.

Should the alternate day block schedule not be implemented or is abandoned the 1995-96 language of Article XVII shall continue.

The alternate day block schedule shall consist of the following:

Block 0	42 minutes, 5 days per week
Block 1	91 minutes, including homeroom
Block 2	88 minutes
Block 3A	92 minutes
Block 3B	44 minutes/lunch/44 minutes (Total 88 minutes)
Block 3C	92 minutes
Block 4	88 minutes

There shall be four (4) minutes passing time between blocks/lunch.

Schedules found in Appendix D-1 reflect the starting and ending times at each school and are for illustrative purposes only.

## **A. HOURS**

- 1.** As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Because it is administratively essential to maintain records of attendance for all teachers, the following procedures shall be in effect:
  - a.** Each school building shall have a designated official beginning and ending time for all teachers.
  - b.** Teachers shall be required to initial the sign-in roster at the beginning of each work day and at departure time if the teacher leaves early.
  - c.** Actual time is not required unless a teacher checks in later than the designated beginning time, or when he/she has permission from the building principal or his/her designate to leave earlier than the designated ending time.
  - d.** A separate weekly time sheet shall be submitted by those teachers who are subject to the wage and hour provisions of the Fair Labor Standards Act.
- 2.** No extensions in the daily working hours of seven (7) hours and two (2) minutes, continuous shall be made by the Board of Education of the Administration without first negotiating with the Association.
- 3.** Except otherwise provided in this agreement, the teacher day shall not begin earlier than 7:15 am nor extend beyond 3:15 pm

In the event the Administration changes a teacher's hours within this Timeframe of 7:15 a.m. to 3:15 p.m., the Association will be consulted prior to the implementation of the change.

## **4. EVENING GUIDANCE SERVICES**

- a.** Guidance counselors, including substance awareness coordinators, shall attend two (2) evening activities per semester (half year). Said evening activities shall not exceed three (3) hours in length and shall not extend beyond 9:30 pm.
- b.** The subject of the evening activities shall be developed collaboratively by the counseling staff and the Guidance Supervisor in each school.



- c. The schedule of evening guidance activities, including dates, times, locations and subjects of activities shall be completed for the ensuing school year and distributed to all involved not later than the last work day in June.
- d. Changes in the evening programs shall be made in the same collaborative manner between the counselors and their respective Guidance Supervisors.
- e. **Compensatory Time**

Guidance counselors shall be compensated for attendance at evening guidance activities with one (1) full day off for every two (2) evenings described in section a., above. Compensatory time shall be scheduled by mutual agreement between the counselor and his/her Guidance Director.

## **B. WORK LOAD**

### **1. TEACHERS**

- a. In Physical Education and Health, Home Economics, Industrial Arts, Vocational/Technical, Art, Music, Guidance Counselors, Nurses, Child Study Team, Special Education, Support, Self Contained Special Education MD, LLD and ISS, the normal daily teaching assignment shall be three (3) teaching blocks, one (1) preparation block, and one (1) duty-free lunch of not less than forty-two (42) minutes.
- b. All other teachers, including lab science teachers, shall have an “A” or “B” day consisting of three (3) teaching blocks, one (1) preparation block, and one (1) duty-free lunch of not less than forty-two (42) minutes. The alternate “A” or “B” day shall consist of two (2) teaching blocks, one (1) preparation block, one (1) duty block and a duty-free lunch of not less than forty-two (42) minutes.
- c. On days when the student lunch hour is reduced to accommodate a testing schedule, teachers shall receive a duty free lunch of not less than thirty (30) minutes.
- d. Staff who are teaching in the ‘zero block’ shall end their work day with a half-block duty assignment. On after school meeting days, the duty shall be extended to cover the complete block, and they shall attend the after school meeting like other teachers. On the following *work* day, they shall be relieved of the half-block duty.

## 2. PART-TIME TEACHERS

Part-time teachers shall receive salaries and work loads as follows:

<b>Teaching Load</b>	<b>Salary</b>
<b>a.</b> One (1) Teaching Block (A or B day) - 92 days per year	1/6
<b>b.</b> Two (2) Teaching Blocks (Consecutively, A or B day) – 92 days per year	2/6
<b>c.</b> Three (3) Teaching Blocks and Prep Block and duty-free lunch period of not less than Forty-two (42) minutes (Consecutively, A or B day) - 92 days per year.	3/5
<b>d.</b> Over a two-day period (A and B days): Three (3) Teaching Blocks, one (1) Duty Block one (1) Prep Block and one (1) duty-free lunch period of not less than forty-two minutes – 183 days per year. A or B day to consist of two (2) teaching blocks; alternate A or B to consist of one (1) teaching block. The Duty Block, Prep Block and lunch period shall be distributed over the A and B days. All time shall be consecutive within each day.	3/5

Teachers working in categories a through c, above, shall not receive health/dental benefits. Teachers in category d, above, shall receive full health/dental benefits.

### **Special Conditions**

Part-time teachers who work only on an “A” or “B” day shall work a ninety-two (92) day work year. They shall receive:

- . Five (5) sick days per year
- . Two/one bereavement day allotment
- . Two (2) no reason personal day per year

### **3. TRAVELING TEACHERS**

Traveling teachers are defined as those whose assignments require travel between buildings on the same day.

- a.** Traveling teachers, as defined in section B.1.a., above, shall be relieved of one (1) teaching block. One-half of that block shall be used for travel; the other half as a duty assignment.
- b.** Traveling teachers, as defined in section B.1.b., above, shall have their duty block reduced by one-half; using that one-half for travel purposes.

### **C. MEETINGS**

- 1.** Meetings which extend the teacher work day beyond the normal teacher departure time shall be limited to three (3) district or building meetings per year (all teachers) and ten (10) department meetings per year each of which shall not extend the teacher work day more than thirty (30) minutes beyond the normal departure time.

Mini-meetings (required during the school day) shall be limited to ten (10) per year. Mini-meetings shall not exceed forty-two (42) minutes in length.

- 2.** After school meetings shall not be called on a Friday or any school day immediately preceding any district recognized holiday
- 3.** Notice of the tentative agenda for any meetings shall be given to the teachers involved at least three (3) days prior to the meeting except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

### **D. ASSIGNMENTS**

Teacher assignments shall be made consistent with subject preparation and subject area needs. The Board and Administration shall attempt to implement this, providing the facilities and scheduling allow such implementation, according to the following guidelines:

- 1.** Teachers shall not be required to teach classes in more than two (2) departments, nor more than a total of three (3) courses involving different courses of study.

2. Regular classroom teachers shall not be required to change teaching stations more than twice during the school day.

This provision is not applicable for the duration of this contract July 1, 2004 through June 30, 2007. The language will be operable again on July 1, 2007

3. Teachers shall not be required to teach for more than two (2) blocks, consecutively.
4. A teacher may agree to exceed the limitations stated in Section D.3 only with the consent of the Association. A teacher may agree to exceed the limitations of Sections D.1 and D.2. The teacher shall have the right to consult with an Association Representative before deciding to agree on exceeding the limits.

**5. Additional Teaching Period**

- a. Teachers assuming an additional teaching period in lieu of a preparation period shall be paid 1/6 of the highest salary on the salary guide column on which they are located. For example, in 2004-2005, a teacher on the BA Step 8 would be paid one-sixth of the BA maximum salary of \$73,400. For those eligible for longevity, the maximum salary shall be the top step plus the longevity amount for the appropriate years of service to the district.
- b. It is understood that this procedure provides temporary relief to an emergency staffing situation and in no way shall be used to reduce staff positions.
- c. During the above-described situation, the Board will continue to advertise for permanent replacement personnel through the normal means of advertising such positions.

**E. PREPARATION TIME**

1. Teachers shall, in addition to their lunch period, have at least one (1) preparation block per day during which they shall not be assigned to other duties, except in an emergency. This block is to be used by the teacher only to prepare his/her lessons or tests, work papers, or any other related teaching functions.

2. When teachers are absent and substitutes are not available, the building principal shall assign coverage from the duty roster to the extent possible. In the event that the duty roster teachers are fully utilized during any given period, the principal may assign a teacher on a preparation block to cover for the absent teacher. Only one-half of the preparation block may be used for such coverage. Loss of this one-half preparation block due to such coverage shall not occur more than once per school year per teacher.
3. Each teacher shall plan lessons and teach course content in a practical useful manner within the guidelines prescribed in the approved courses of study, unless otherwise authorized by the Administration.

**ARTICLE 18**  
**TEACHER CONTRACT AND ASSIGNMENT**

**A. NON-TENURED TEACHERS HIRED BEFORE SEPTEMBER 30**

In accordance with the timelines established in N.J.S.A. 18A:27-10, the Board shall give to each non-tenured teacher continuously employed by it since the preceding September 30, either:

1. A written offer of a contract for employment for the next succeeding year. Said offer shall state salary, step and department assignment (within the scope of the teacher's certification).
2. A written notice that such employment will not be offered.
3. If the teacher desires to accept such employment, he/she shall notify Board of such acceptance, in writing, on or before June 1. In the absence of such notice of acceptance, the written notice of contract offer shall be null and void.

**B. NON-TENURED TEACHERS HIRED AFTER SEPTEMBER 30**

On or before June 1, the Board shall give to each non-tenured teacher continuously employed by it, but hired after September 30, either:

1. A written offer of a contract for employment for the next succeeding year. Said offer shall state salary, step and department assignment (within the scope of the teacher's certification).
2. A written notice that such employment will not be offered.

3. If the teacher desires to accept such employment, he/she shall notify the Board of such acceptance, in writing, on or before June 15. In the absence of such notice of acceptance, the written notice of contract offer shall be null and void.

#### **C. TENURED TEACHERS**

On or before June 1, the Board shall give to each tenured teacher a written notice of salary, step and department assignment (within the scope of the teacher's certification).

#### **D. CHANGES IN ASSIGNMENTS**

1. In the event that changes in the teacher's subject assignments are made during the summer, the teacher affected shall be notified as soon as practicable.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement or such desire by March 1 through their Supervisor of Instruction and Principal to the Superintendent. Failure to effectuate a requested change shall not be considered as grounds for a grievance.

### **ARTICLE 19 TEACHER EVALUATION**

#### **A. OBSERVATIONS**

1. All planned monitoring or observation of the work performance of a teacher shall be conducted openly with full knowledge of the teacher.
2. Teachers shall be evaluated by certified evaluators.
  - a. Non-tenured teachers continuously employed since the preceding September 30 shall be evaluated at least three (3) times prior to April 30 of each year. These three (3) evaluations shall be conducted over a period of at least five (5) months to enable said teacher and evaluator to be cognizant of areas of improvement, strengths, and weaknesses. An evaluation may consist of an observation of more than one consecutive or non-consecutive days.
  - b. Tenured teachers shall be evaluated at least one time during each school year.

3. A teacher shall be given a copy of any evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in a teacher's file, or otherwise acted upon without prior conference with the teacher. All teachers shall be required to sign the evaluation report. Such signature does not indicate agreement, simply that the teacher has seen it.
- B.** Any teacher achieving a satisfactory rating shall receive a full increment. Any teacher receiving an unsatisfactory rating may be denied a full increment.

**C. PERSONNEL FILES**

1. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had the opportunity to review such material and affix his/her signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
2. The Board agrees to protect the confidentiality of personal references, credentials and other similar documents contained in the personnel file of the Superintendent's office. However, this does not preclude any administrator's right to develop an unofficial personnel file.

**D. COMPLAINTS**

Any serious complaint or complaints deleterious to a teacher made to any member of the Administration by any parent, student, or other person which shall be used in evaluating a teacher shall be processed according to the process outlined below:

The principal or immediate superior shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally. The teacher, upon his/her request, shall have the right to be represented by the Association at any meeting or conferences regarding such complaint.

**ARTICLE 20  
TEACHER FACILITIES**

- A.** An effort shall continue to be made to provide the following:
1. A serviceable desk and chair for each teacher.

2. Except in time of emergency, well-lighted, ventilated, and clean teacher rest rooms separate from the students' rest rooms.
3. Suitable space, either in the teacher's lounge or in the classroom, for each teacher to store coats, over-shoes and personal articles.
4. Copies for each teacher's use of all texts used in each of the courses he is to teach, as well as teachers' editions for all texts, workbooks and laboratory books and a dictionary for each teacher. Teachers shall be held accountable for all such items.
5. Chalkboard space in every classroom.
6. Air conditioning in each of the faculty rooms.
7. Storage facilities for teaching supplies and materials in each classroom.
8. Three (3) electric typewriters shall be provided in each building for teacher use. Typewriters are to be placed by the building principal.

## **ARTICLE 21 STAFF ASSISTANTS**

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. For that purpose, it is agreed that the following staff assistants shall be provided to work under the direction of the building principal.

- A. Staff assistants will be used during the cafeteria lunch periods at each school under the supervision of one teacher for each cafeteria.
- B. Staff assistants will be assigned in each building to help supervise the study hall under the direction of a certified teacher, who shall also be present in the cafeteria study hall.
- C. The Board shall employ a secretarial assistant for each high school for the preparation of instructional materials, i.e., correspondence, clerical duties or requisitioning supplies and equipment, typing of tests, courses of study and examinations, and other duties related exclusively to teaching responsibilities.





## **ARTICLE 22**

### **SALARIES**

**A.** The salaries of all teachers covered by this Agreement are set forth in Schedules A-1, A-2 and A-3.

- 1.** Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

Pay dates shall occur on the fifteenth and thirtieth of each month except as stated in this Article.

- 2.** When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day (barring unforeseen circumstances).
- 3.** Teachers shall receive their final check for the current year on the last working day in June, provided the teacher has completed all areas of the checkout procedure.

### **B. SALARY GUIDE PLACEMENT**

- 1.** A teacher, upon initial employment, shall enter into an agreement with the Board of Education on the number of years of credit the teacher shall be granted for: Previous teaching experience, trade or business experience, military service in accordance with statutory requirements, and other considerations.
- 2.** Once credit has been agreed upon, the teacher shall be placed on the then current salary guide on the step reflecting the credit level agreed upon between the Board and the new teacher.
- 3.** Subsequent movement on the salary guide shall be made in accordance with the terms of the Association/Board Agreement.

**ARTICLE 23**  
**COACHING AND EXTRA-CURRICULAR ACTIVITY**  
**SALARY PROCEDURES**

- A.** Teacher participation in extra-curricular and/or interscholastic athletic activities which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated according to the rate of pay and/or released time as shown in Schedules B and C, respectfully.

**B. ASSIGNMENT PROCEDURE**

- 1.** In the event that paid extra-curricular and/or interscholastic athletic activity assignments cannot be filled voluntarily by qualified personnel, the Administration shall have the right to appoint personnel to fill these positions.
- 2.** If the issue of assignment is in controversy, the issue must be submitted to a combined committee of three (3) Association representatives from that building and three (3) Administrative representatives also from the building in addition to the Superintendent who shall function as a non-voting chairperson. The responsibility of said committee is to hear all pertinent information (including reasons why the teacher does not desire the assignment) and make recommendations to the Board for consideration and final action. The teacher must take the assignment once the Board notifies said committee and the teacher of its action.

**C. LETTER OF INTENT**

**1. EXTRA-CURRICULAR**

Extra-curricular activity letter of intent or contracts shall be issued to all involved personnel no later than June 1. Said letters of intent or contracts shall be signed by each extra-curricular activity sponsor and returned no later than fifteen (15) calendar days following receipt. In the event that the master agreement is not ratified by June 1, the extra-curricular activity contracts shall be issued as soon as practicable following the ratification of the master agreement. In this event, the extra-curricular activity sponsor shall reply in writing within fifteen (15) calendar days of the issuance of said contract.

**2. COACHES**

- a.** Not later than June 1 of each year, the Administration shall issue a letter of intent to rehire or a contract to all coaches who are to be rehired for the next school year. Each coach shall sign and return the letter of intent to rehire or the contract and shall indicate on the letter or contract his/her acceptance or rejection of the position for the following school year. The completed and signed letter of intent or contract shall be returned by the coach not later than June 15.

- b. Not later than June 1, the Administration shall issue a written notice to each coach who will not be rehired as a coach for the following school year.
- c. In the event that the master agreement is not ratified by June 1, the coaching contracts shall be issued as soon as practicable following the ratification of the master agreement. In this event, the coach shall reply in writing within fifteen (15) calendar days of the issuance of the contract.

**D. PAY DATES**

- 1. Beginning in the 2002-03 school year full year Extra Pay positions as defined in Schedule B shall be paid three times per year. Coaching positions covered under Schedule C shall be paid two times per season.
- 2. November 30, March 15 and the last payday in June are designated as dates on which payment for activities shall be made. Upon completion of the sponsor's responsibilities for that activity, the district's business office shall issue payment on the closest designated payday as shown above.
- 3. Coaches salaries shall be paid for the fall season on October 15 and November 30, for the winter season on January 30 and March 15, and for the spring season on April 30 and the last payday in June.

**ARTICLE 24  
CONSULTING TEACHERS**

- A. Consulting Teachers must possess a Standard N.J. Teacher Certificate in the appropriate subject area.
- B. Length of work year shall be teacher calendar plus five (5) days as assigned by the Superintendent. Consulting teachers shall be notified by June 30 of the summer date for the common meeting day. Effective 2002-03 stipends include compensation for the additional five (5) days. There is no duty assignment.
- C. Effective 2002-03 all consulting teachers will teach four blocks.  
**No Duty Assignment**

Consulting teachers will be compensated as follows:

	Up to and including 12 teachers (Includes the Technology CT)	Over 12 to 16 teachers	Over 16 teachers
2004-05	\$5,620	\$6,480	\$7,350
2005-06	6,040	6,690	7,400
2006-07	6,485	6,950	7,400

**ARTICLE 25**  
**PROFESSIONAL DEVELOPMENT AND**  
**EDUCATIONAL IMPROVEMENT**

**A. TUITION REIMBURSEMENT**

1. The Board agrees to reimburse the cost of tuition and receipted fees not to exceed \$180.00 per credit for 2004-05 and \$185 per credit in 2005-06 and 2006-07 for course(s) receiving prior approval from the Superintendent. Eligible receipted fees directly related to courses that have been approved for tuition reimbursement and listed by the college/university on the receipt for tuition are:

- Registration Fee (excluding late registration)
- Lab Fee
- Studio Fee
- Student Activity Fee

To be eligible for tuition reimbursement, course(s) shall be:

- a. Courses that are part of a matriculated graduate program in the present teaching field.
- b. In a field to which a teacher may be assigned within the district.
- c. The Superintendent shall grant approval for tuition reimbursement and horizontal advancement in accordance with the provisions of Section A. above, for graduate level courses in instructional methodologies, learning theory, etc. (see below). Courses must be offered by an accredited college or university and listed in the college or university course catalogue. Credit and reimbursement for programs outside the regularly sponsored university schedule/program may be approved on an individual basis by the Superintendent whose decision is final and not subject to the grievance procedure.

Courses which include study in the following areas shall be approved for reimbursement:

- (1) teaching skills
- (2) values clarification
- (3) learning theory
- (4) writing across the content areas
- (5) critical thinking skills
- (6) curriculum development for secondary school
- (7) class management
- (8) contemporary social issues
- (9) subject matter courses in the teacher's area(s) of certification
- (10) Courses outside a teacher's area of certification that relate to the teacher's course(s) of study.

NON-SPECIFIC Generic Foundation Courses in the following study areas:

- (1) drug and alcohol abuse awareness
  - (2) suicide awareness
  - (3) school law awareness
  - (4) contemporary health issues awareness
  - (5) computer literacy awareness
  - (6) developmental psychology awareness
2. Applications for reimbursement shall be submitted no later than the beginning of the college term.
  3. Written approval for tuition reimbursement must be received from the Superintendent prior to registration on a prescribed form available in the principal's office, copy of said form to be returned to the teacher.
  4. Payment for the above shall be forthcoming within forty-five (45) days upon receipt of official evidence of satisfactory completion of course work except as limited by #8 of this article.
  5. A teacher will be limited to six (6) credits per semester with the exception of the summer semester and intersession, beginning in June, during which there shall be no limit on the credits taken other than the limitation imposed by the annual maximum. The maximum number of credits for which a teacher may be reimbursed per year shall be eighteen (18) credits for courses completed between July 1 and June 30.
- Applications for tuition reimbursement shall be submitted no sooner than May 1 for the fall semester and no sooner than September 1 for all other semesters. The date the semester ends shall define either the spring or summer session.
6. The Board shall allocate a sum not to exceed \$80,000 for the 2004-05 school year and \$85,000 for the 2005-06 school year and \$90,000 for the 2006-07 school year. These funds shall not accumulate or carry over from one year to the next.
  7. Reimbursement will only be made for courses in which a grade of "B", or better, is attained. This limitation shall not apply to horizontal advancement.
  8. Once the funds available for tuition reimbursement are within ten thousand dollars (\$10,000) of being exhausted, the Superintendent shall notify the Association of the balance remaining.
  9. Teachers on the MA+30 column will be reimbursed in June if there are funds remaining after all eligible applicants have received their reimbursements.
  10. Teachers who receive tuition reimbursement shall return to work in the school district for two full semesters or shall repay the district in full for that reimbursement payment except in cases of maternity leave, non-renewal or reduction in force.

**B. SPECIAL COURSES**

1. The Superintendent may grant approval for tuition reimbursement, in accordance with the provision of Section A. above, for undergraduate courses in the teacher's assigned area or area to which he/she may be assigned provided the course or a comparable course is not available at the graduate level at Montclair, Kean, Paterson, Seton Hall, or Fairleigh Dickerson. Courses reimbursed under this section shall not be applied for horizontal movement. Undergraduate courses shall not be reimbursed after twenty thousand dollars (\$20,000) of the tuition reimbursement funds have been committed during any school year.

**C. WAIVER OF RIGHT TO PAYMENT**

1. A teacher leaving the Morris Hills Regional District shall forfeit reimbursement of tuition for the term in which he/she leaves if it is prior to the end of the school year. Exceptions are: a teacher who is on maternity leave, non-tenured teacher whose contract was not renewed or a teacher who is the subject of a Reduction In Force (RIF).
2. A teacher shall not receive reimbursement for such courses if he/she indicates, in writing, the intent to leave the district prior to the receipt of notice of official satisfactory completion of the courses.

**ARTICLE 26  
HORIZONTAL ADVANCEMENT ON GUIDE**

- A. Any teacher anticipating horizontal movement to a higher salary scale, must notify the Superintendent, in writing, prior to December 1 of the preceding school year. Said teacher shall receive notification of receipt.
- B. In addition to the criteria delineated in paragraph A. of Article 24, Professional Development and Education Improvement, advancement horizontally shall be granted for teachers who begin a program of study after July 1, 1990, in any area related to public education. The cost of all course work in these areas will be the responsibility of the individual.
- C. Teachers shall be permitted to move horizontally on the salary guide effective either September 1 or February 1 of the following school year provided the criteria set forth above have been met. Transcripts for summer courses must be received by November 15. In the event the college is responsible for a delay, the teacher shall still be moved retroactively upon receipt of the late transcript if the teacher offers proof (letter of receipt) of a request made prior to September 1 for the transcript to be forwarded.

## **ARTICLE 27**

### **SICK LEAVE**

- A.** Ten (10) days per school year for personal illness shall be granted. Unused sick leave may be carried forward to succeeding year(s). The Administration has the prerogative to require a doctor's certification of illness. The teacher must notify the office or the school principal in sufficient time to summon a substitute, consistent with this Agreement and with existing regulations.
- B.** The Board shall continue its practice of providing each teacher with a written notice showing his/her number of accumulated sick days by September 30. If, due to unforeseen circumstances, the administrative offices cannot furnish that information by the stated date, such shall be forwarded as soon as possible.
- C.** Any Teacher employed on less than a full-time basis shall accrue sick leave at the proportionate rate stated above.

#### **D. NOTIFICATION**

- 1.** Teachers are responsible for notifying the central office in accordance with reasonably prescribed procedures of their unavailability for work, with reasons, the evening prior to the date of the absence but no later than 6:30 a.m. of the day that a substitute is required. Once a teacher has reported unavailability, as described above, his/her responsibility for securing a substitute shall have been fulfilled.
- 2.** If a teacher fails to notify the substitute agency or principal that he/she is returning to work and both the substitute teacher and teacher appear for work, the teacher's salary for that day will be less the substitute's salary unless the substitute is summoned to cover for another absent teacher.

#### **E. CONVERSION OF UNUSED SICK LEAVE AT RETIREMENT**

- 1.** Any teacher having been in the employ of the school district for **ten (10)** or more years, who retires under the Teachers Pension and Annuity Fund shall be eligible for the special retirement allowance. A lump sum payment shall be made six (6) months after a letter of resignation for the purpose of retirement is provided to the district but in no case will such payment be made prior to the date of retirement.
- 2.** The retirement allowance shall be paid in a lump sum payment within thirty (30) days after the retirement.
- 3.** The retirement allowance shall be computed at the rate of one (1) day's pay for every three (3) days accumulated unused sick leave to the teacher's credit at the time of the announced contemplated retirement.
- 4.** The retirement allowance shall not exceed fifteen thousand dollars (\$15,000) per teacher.



5. Part-time employees who become full-time employees shall have accumulated sick leave converted to full-time equivalency. (i.e. ten (10) days at  $\frac{3}{5}$ 's salary = six (6) days at full-time...ten (10) days at  $\frac{1}{6}$  salary =  $1\frac{2}{3}$  days at full-time. Any fractional day shall be granted as a full day upon conversion (i.e.,  $55\frac{2}{3}$  will convert to 56). Full-time employees becoming part-time employees shall have their accumulated sick leave converted to part-time equivalency (i.e., ten (10) days at full-time = twenty (20) days at  $\frac{1}{2}$  pay).
6. For the purpose of pay for unused sick leave upon retirement, there shall be no carry-over time for an individual's employment either between the categories of staff assistant, secretary, or teacher or between a non-unit and unit position.

**ARTICLE 28  
RETIREMENT NOTIFICATION**

Teachers, upon five (5) months advance binding notice of resignation for the purpose of retirement shall receive two thousand (\$2,000) dollars.

**ARTICLE 29  
PERSONAL LEAVE**

**A. NJEA CONVENTION**

Two (2) days shall automatically be granted for the purpose of attending the NJEA convention.

**B. PERSONAL LEAVE (No Reason Days)**

1. A maximum of three (3) days per year for personal reasons shall be granted. All personal days shall require no reason(s). No personal days shall be taken adjacent to a school holiday or recess. However, there can be one exception per year without administrative approval. There can be more in an emergency with administrative approval. All unused personal days shall be used to increase the teacher's accumulated sick leave account at the end of each school year.
2. Extensions of personal leave may be applied for through the Superintendent, whose decision shall be final and binding and not subject to grievance. A full day only may be requested or charged.

**C. TEMPORARY LEAVE REQUEST PROCEDURE**

Written notification for any of the above (other than Paragraph A.) must be submitted to the Superintendent, prior to the absence, on a prescribed form available in each principal's office, copy of said form to be returned to the teacher.

1. In cases where time is not available for written prior notification, the teacher must notify the Superintendent's designate by telephone in sufficient time to make arrangements for a substitute.
2. Approval from the Superintendent is required under Section B. above only when adequate coverage is not available.

## **ARTICLE 30 SABBATICAL LEAVE**

### **A. PURPOSE**

The purpose of sabbatical leave in the Morris Hills Regional District is to provide eligible personnel with the means to apply, through a proposed program, to increase their knowledge and insight into their subject areas through study, independent research, and/or travel in order that they may broaden their backgrounds and, thereby, fulfill their professional responsibilities in a more enriched manner for the benefit of our students, community and the district through the individual's personal growth.

### **B. ELIGIBILITY**

Certified teachers will be eligible for a sabbatical leave after completion of seven (7) years of full-time service in the Morris Hills Regional District. A subsequent, second, one-year sabbatical leave may be requested for Board approval to follow the initial leave after at least seven (7) more years of full-time service in the Morris Hills Regional District.

1. Not more than two (2) teachers from the Morris Hills Regional District shall be granted sabbatical leave for the same school year.
2. In granting sabbatical leaves, due consideration shall be given to the reasonable and equitable distribution of said leave among the various curriculum areas.

### **C. APPLICATION**

Requests for sabbatical leave shall be made to the Superintendent of Schools on the form included in this Article. Applications shall be submitted not later than December 1 of the year preceding the year in which the leave will occur. All candidates will be afforded the opportunity to make a personal presentation before the evaluation committee.

### **D. NOTIFICATION**

The Superintendent of Schools shall notify all applicants for sabbatical leave of the Board of Education's decisions by February 1 of the school year preceding the requested sabbatical leave.

## **E. OBLIGATIONS OF THE RECIPIENT**

1. As a consideration to the granting of sabbatical leave, the teacher shall agree to continue in the service of the Morris Hills Regional District for a period of two (2) school years after the expiration of the sabbatical leave. If the recipient fails to continue in the service of the Morris Hills Regional District, he/she shall repay to the Board of Education the full salary received while on leave, unless the recipient is disabled, has been discharged, or has been released for good and sufficient reasons by the Board of Education from his/her obligation.
2. A written report shall be submitted to the Board of Education upon the teacher's return to the district.
3. If the regular annual salary of the teacher is exceeded by the sum of his/her sabbatical leave salary plus a grant he/she actually receives, the Board shall reduce the sabbatical leave salary paid to a level where it, plus the grant, equals the normal annual salary of the teacher.
4. In consideration for employment while on sabbatical leave, the teacher shall state his/her reasons as to the need or benefit and if applicable, his/her advisor shall recommend to the Board of Education that said employment will not adversely affect the teacher's sabbatical program. The Board of Education shall weigh the above reasons and recommendations in making its decision.

## **F. INTERRUPTION OF SABBATICAL LEAVE**

1. Interruption of the sabbatical leave program caused by serious illness, accident, or reasons beyond the teacher's control, shall not affect the sabbatical leave contract providing satisfactory evidence is presented to the Board of Education within twenty (20) days of such interruption.
2. Voluntary interruption of the sabbatical leave program, due to reasons within the teacher's control, shall cause forfeiture of the remaining sabbatical leave salary. It is understood that the Board is not required to re-employ said teacher on a full-time basis for the remainder of the school year. The teacher shall not be denied the opportunity to substitute in the district.
3. The teacher shall notify the Board of Education in the event of any interruption of training in the program.

## **G. OBLIGATIONS OF THE BOARD OF EDUCATION**

1. The Board of Education guarantees to the recipients of sabbatical leave that all the benefits and experience accrued shall be frozen at the inception of the leave and shall be restored to him/her upon return.

2. Upon evidence of satisfactory completion of the sabbatical leave, the teachers shall be placed on the salary schedule at the level which he/she should have achieved had he/she remained actively employed in the system during the period of his/her absence.
3. The salary granted to a teacher on sabbatical leave shall be fifty percent (50%) of the salary he/she would have received if not on leave.
4. Full health insurance shall continue to be paid by the Board of Education during the period of sabbatical leave.
5. From such salary shall be deducted the regular deductions for the Teachers Pension and Annuity Fund and other deductions as provided in this Agreement.
6. Salary payments shall be issued in accordance with the general time schedule for payment of salaries in the school system.

#### **H. EVALUATION COMMITTEE**

1. A joint committee of the Association and the Board of Education shall evaluate and review the applications for sabbatical leave and recommend candidates for selection after the interview. This committee shall be composed of four (4) representatives selected by the Superintendent, including the Superintendent who shall chair the committee, and four (4) representatives of the Association appointed by the President. The committee shall be comprised of equal representation from the association and the administration of both schools.
2. Final selection of the recipients of sabbatical leave is the responsibility of the Board of Education.
3. The Board may determine, in any given year, that no leave shall be granted if they deem that no candidate or a program of the candidate is qualified.

### **ARTICLE 31 INSTRUCTIONAL FREEDOM**

- A. Each teacher has the responsibility to implement the objectives of the Morris Hills District educational philosophy and the courses of study in the subject area, which were developed cooperatively including those that were developed by the federal or state agencies or private or independent institutions and approved by the Administration and the Board of Education.
- B. Any teacher-initiated recommendation for modification of the courses of study shall be cleared through the Administration.

**ARTICLE 32  
STAFF DEVELOPMENT**

- A. Staff development workshops shall continue to be voluntary.
- B. If a workshop is scheduled outside of the regular work day or work year, a teacher may choose as compensation:
  - 1. Payment at \$75.00 for a six (6) hour day (excluding lunch) or,
  - 2. Credit for horizontal movement at a rate of one (1) credit for ten (10) hours of workshop time.
- C. Workshops must be sponsored by the Staff Development Committee.
- D. More than one (1) workshop may accumulate to ten (10) hours for one (1) credit toward horizontal movement.

**ARTICLE 33  
MISCELLANEOUS STIPENDS**

New course of study: \$367

Curriculum Guides: \$1,049  
developed from Staff Development  
(includes participation in five (5) day  
summer curriculum workshop)

Voluntary Summer Work:  
Counselors  
Child study team members  
Nurses  
Child study team coordinator – Summer

The above employees will be paid their per diem rate. Work must be approved in advance, in writing, by their supervisor.

**SCHEDULE A-1  
TEACHER SALARY GUIDE  
2004-05**

<b>STEP</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
1	45,000	46,750	48,450	53,550
2	45,450	47,250	48,950	54,150
3	46,050	47,850	49,550	54,850
4	46,700	48,550	50,450	55,650
5	47,450	49,300	51,200	56,650
6	48,600	50,400	52,200	57,700
7	49,800	51,600	53,500	59,000
8	51,600	53,400	55,250	60,850
9	53,650	55,500	57,400	63,000
10	55,850	57,750	59,850	65,500
11	58,550	60,450	62,550	68,300
12	61,350	63,250	65,350	71,125
13	64,550	66,450	68,550	74,525
14	68,200	70,100	72,150	78,175
15	73,400	75,300	77,400	83,400

**LONGEVITY**

16-17 years	2,000
18-19 years	2,500
20-21 years	3,100
22-23 years	3,900
24+ years	6,800

Longevity is defined as the amount of teaching time within the Morris Hills Regional District. Payments commence after 15 years of Morris Hills Regional teaching. Teachers employed in Morris Hills Regional District during the 1985-86 school year, longevity is defined as all teaching experience.

**SCHEDULE A-2  
TEACHER SALARY GUIDE  
2005-06**

<b>STEP</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
1	46,250	48,000	49,700	55,150
2	46,700	48,500	50,200	55,750
3	47,300	49,125	50,825	56,450
4	47,950	49,825	51,725	57,250
5	48,700	50,575	52,550	58,550
6	49,850	51,700	53,600	59,700
7	51,050	52,900	54,900	61,000
8	52,900	54,850	56,800	63,050
9	55,050	56,950	59,000	65,300
10	57,450	59,450	61,650	67,950
11	60,250	62,150	64,350	70,800
12	63,050	64,950	67,150	73,625
13	66,450	68,450	70,650	77,325
14	70,250	72,200	74,350	81,075
15	75,500	77,500	79,700	85,900

**LONGEVITY**

16-17 years	2000
18-19	2500
20-21	3100
22-23	3900
24+	6800

Longevity is defined as the amount of teaching time within the Morris Hills Regional District. Payments commence after 15 years of Morris Hills Regional District teaching. Teachers employed in Morris Hills Regional District during the 1985-86 school year, longevity is defined as all teaching experience.

**SCHEDULE A-3  
TEACHER SALARY GUIDE  
2006-07**

<b>STEP</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
1	47,400	49,150	50,875	56,700
2	47,850	49,650	51,375	57,300
3	48,450	50,275	52,000	58,100
4	49,100	50,975	52,900	58,900
5	49,880	51,850	53,925	60,200
6	51,050	52,975	54,975	61,350
7	52,250	54,175	56,275	62,675
8	54,100	56,125	58,175	64,725
9	56,400	58,400	60,500	67,450
10	58,800	60,900	63,150	70,100
11	61,600	63,600	65,850	72,950
12	64,800	66,700	69,005	76,025
13	68,200	70,200	72,505	79,800
14	72,200	74,150	76,400	83,625
15	77,655	79,730	81,970	88,300

**LONGEVITY**

16-17 years	2000
18-19	2500
20-21	3100
22-23	3900
24+	6800

Longevity is defined as the amount of teaching time within the Morris Hills Regional District. Payments commence after 15 years of Morris Hills Regional District teaching. Teachers employed in Morris Hills Regional District during the 1985-86 school year, longevity is defined as all teaching experience.



**SCHEDULE B  
EXTRA PAY SALARY GUIDES**

GRADE		2004-05	2005-06	2006-07
I	Marching Band Yearbook Chairperson	5,820	5,890	6,180
II	Senior Class Chairperson Drama Director of Musicals School Play Director SGA Chairperson Webmaster	4,305	4,400	4,585
III	Debating Chairperson Varsity Club Advisor Newspaper Chairperson Yearbook Assistant Assistant Marching Band Dir.	3,785	3,900	4,000
IV	Junior Class Chairperson Sound & Lighting Advisor Senior Class Assistant (2) Music Director of Musicals Media Services Coordinator Print Media Coordinator	3,565	3,675	3,800
V	Central Press Advisor Art Services Advisor Band Front Winter Guard Advisor SGA Assistant SAT Prep Advisor Ticket Sales Chairperson	2,825	2,880	3,000

GRADE		2004-05	2005-06	2006-07
VI	Junior Class Assistant (2) Forensics Assistant (2) Instrumental Music Activities (2) Choral Music Activities Detention (2) Dramatics Assistant (2) Sound & Lighting Assistant Math Team Chairperson National Honor Society Literary Publications Advisor Interact Project Lead FBLA Key Club FCCLA Leo Club Advisor	2,365	2,425	2,500
VII	Newspaper Assistant Portable Sound Advisor Sophomore Class Chairperson Freshman Class Chairperson Costuming Circles Advisor (Knolls only) Choreographer Set Designer DECA Advisor Ski Club Advisor (2) Academic Team Advisor Peer Listening Advisor Erase Advisor TSA	2,140	2,200	2,273

GRADE		2004-05	2005-06	2006-07
VIII	Band Director Parades	1,235	1,300	1,373
IX	Art Honor Society Advisor Spanish Honor Society Advisor German Honor Society Advisor French Honor Society Advisor Math Honor Society Advisor Tri-M Honor Society Advisor	250	325	400

Positions listed above are for one (1) for each school unless otherwise stated.

Longevity is defined as the time served (completed) in the specific extra pay position in the Morris Hills Regional District. Longevity amounts are not cumulative.

	<b>LONGEVITY</b>		
	2004-05	2005-06	2006-07
3-5 years	100.00	100.00	100.00
6-8	150.00	200.00	200.00
9-11	250.00	300.00	300.00
12+	300.00	400.00	400.00

**SCHEDULE C  
COACHES SALARY GUIDES  
Head Coaches Guide**

<b>SPORT</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
Football	7,942	8,299	8,673
Basketball	6,312	6,596	6,893
Wrestling	6,312	6,596	6,893
Baseball/Softball	6,312	6,596	6,893
Track	6,312	6,596	6,893
Soccer/Field Hockey	6,312	6,596	6,893
Volleyball	6,312	6,596	6,893
Swimming	5,842	6,104	6,379
Fencing	5,842	6,104	6,379
Cross Country	5,842	6,104	6,379
Ice Hockey	5,685	5,941	6,208
Indoor Track	5,685	5,941	6,208
Bowling	5,121	5,351	5,592
Tennis	5,121	5,351	5,592
Gymnastics	5,121	5,351	5,592
Cheerleading	4,232	4,423	4,622
Golf	4,232	4,423	4,622
Weight Room	2,863	2,992	3,127

**Assistant Coaches Guide**

Football	5,852	6,115	6,391
Basketball	4,703	4,914	5,135
Wrestling	4,703	4,914	5,135
Baseball/Softball	4,703	4,914	5,135
Track	4,703	4,914	5,135
Soccer/Field Hockey	4,703	4,914	5,135
Ice Hockey	4,703	4,914	5,135
Indoor Track	4,703	4,914	5,135
Volleyball	4,703	4,914	5,135
Swimming	3,699	3,866	4,040
Fencing	3,699	3,866	4,040
Cross Country	3,699	3,866	4,040
Tennis	3,344	3,494	3,652
Gymnastics	3,344	3,494	3,652
Cheerleading	2,863	2,992	3,127
Golf	2,863	2,992	3,127

Longevity is defined as the amount of coaching time within a sport in the Morris Hills Regional District. Payments will commence after one (1) year at a rate of \$60.00 per year. Longevity does not have to be continuous service.

**SECTION III**

**SECRETARIES**

**ARTICLE 34  
WORK YEAR**

**A.**

1. Secretaries will work each day the offices are open, July 1 to June 30, Monday through Friday, except on the following days:

Independence Day  
Labor Day  
N.J.E.A. Closing Days (2 Convention)  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve Day (if school is closed)  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day

If Christmas Day falls on a Saturday or Sunday, secretaries will have the following Monday as a holiday, provided schools are closed to students. If New Year's Day falls on a Saturday or Sunday, secretaries will have the preceding Friday as a holiday, provided schools are closed to students.

2. The Board will designate four (4) additional holidays with the adoption of the school calendar. The dates shall be announced to the secretaries by June 1 or within a month after the adoption of the calendar, whichever comes first.
- B.** On the day preceding Thanksgiving, secretaries shall be permitted to leave three (3) hours earlier than their normal dismissal time. Secretaries shall not suffer loss of pay for this time.

**ARTICLE 35**  
**WORK DAY**

- A.** All secretaries will work a seven and one-quarter (7-1/4) hour day with a forty-five (45) minute non-paid lunch period each day.
- B.** Overtime work shall be paid at the rate of one and one-half (1-1/2) times the secretary's hourly rate of pay for all time worked in excess of thirty-six and one-quarter (36-1/4) hours per week.
- C.** For the purpose of determining the premium wage time, all holidays, sick days and any other paid leaves shall count as regular workdays.
- D.** All overtime work shall be voluntary.
- E.** Secretaries shall leave thirty (30) minutes early Monday through Friday when teacher and student attendance is not required.
- F.** This Article does not apply to Adult School Secretaries.
- G.** Secretaries shall not be responsible for students that are placed in offices.

**ARTICLE 36**  
**EMERGENCY CLOSINGS AND LATE OPENINGS**

- A.** On any day in which the schools are closed due to an emergency (including weather emergencies) that same emergency shall be understood to exist for secretaries and they shall be excused from work on such days. They shall suffer no loss in pay.
- B.** On any day in which the schools are closed earlier than usual due to an emergency, that same emergency shall be understood to exist for secretaries and they shall be allowed to leave after the dismissal of the teachers. The secretaries shall suffer no loss in pay.

**C. DELAYED OPENINGS**

**1. Morris Hills and Morris Knolls**

On days designated as "late opening", secretaries' reporting time shall be delayed one (1) hour and forty-five(45) minutes past the normal students' starting time.

## **2. Business Office and Central Office**

On days designated as “late opening”, secretaries’ starting times will be delayed one (1) hour and forty-five (45) minutes beyond their normal starting times.

## **3. The Transportation Office**

Secretary reporting time is not covered by this Article.

- D.** On days/weeks that school is not in session and students are not present and there is an emergency (including weather) all secretaries shall be called and informed when they are to report to work.

## **ARTICLE 37 SICK LEAVE**

### **A. DEFINITION**

Absence from duty due to illness, injury or exclusion because of a contagious disease.

### **B. NUMBER**

Secretaries are entitled to twelve (12) sick days per year if they are employed for a full year (July 1 – June 30). Secretaries hired after July 1 will receive one (1) day per month remaining for that year. All days shall be credited to the secretary’s record as of the first day of employment.

Secretaries who leave the Board’s employment do not receive sick days for the months they have not worked.

### **C. ACCUMULATED SICK LEAVE**

Unused sick leave at the end of the year (June 30) shall be carried over into the next year.

### **D. NOTIFICATION OF ABSENCE FOR ILLNESS**

Secretaries shall call the designated person for this purpose no later than 7:00 a.m. on the first day of illness. Telephone **973-664-2299**. In case of a prolonged absence because of illness, the designated person should be called and advised as to time of return to work.

**E. SICK LEAVE RETIREMENT**

Upon retirement under the pension plan (NJPERs) a sick leave retirement allowance shall be paid in a lump sum payment within thirty (30) days after the retirement or later if requested by the retiree. The sick leave retirement shall be compiled as follows:

10-14 years of service – one (1) day’s pay for every five (5) days accumulated unused sick leave. Total not to exceed \$7,500.

15 and over years’ service – one (1) day’s pay for every three (3) days accumulated unused sick leave. Total not to exceed \$7,500.

For the purpose of pay for unused sick leave upon retirement, there shall be no carry-over time for an individual’s employment either between the categories of staff assistant, secretary or teacher, or between a non-unit and unit position.

**ARTICLE 38  
PERSONAL LEAVE**

**A. PERSONAL LEAVE (No Reason Days)**

1. A maximum of three (3) days per year for personal reasons shall be granted. No personal days shall be taken adjacent to a school holiday or recess. However, there can be one exception per year without administrative approval. There can be more in an emergency with administrative approval.
2. Secretaries who are employed after January 1 shall receive two (2) no reason days.
3. Unused no reason personal days will be added to sick leave cumulative total.
4. Additional personal days may be requested by the secretary. Application should be made to the Chief School Administrator and his decision shall be final and not grieved.
5. Half personal days shall be allowed.

**B. TEMPORARY LEAVE REQUEST PROCEDURE**

1. Secretaries shall complete the prescribed form for temporary leave prior to the date of leave and submit to the Chief School Administrator for approval.



**ARTICLE 39**  
**VACATIONS**

- A.** For the purposes of this article, years employment are as of June 30.
- B.** Secretaries who have been employed longer than one (1) year will be eligible for vacation according to the following schedule:
- |                          |                      |
|--------------------------|----------------------|
| 1 – 2 Years Employment   | 10 workdays vacation |
| 3 – 4 Years Employment   | 12 workdays vacation |
| 5 – 6 Years Employment   | 14 workdays vacation |
| 7 – 8 Years Employment   | 15 workdays vacation |
| 9 – 10 Years Employment  | 16 workdays vacation |
| 11 – 12 Years Employment | 17 workdays vacation |
| 13 – 14 Years Employment | 19 workdays vacation |
| 15 Years Employment      | 20 workdays vacation |
- C.** Vacation days are earned on a prorated monthly basis and can be used during the year earned if approved by the Superintendent. Vacations do not accrue and must be used during the year earned or between the next July 1 and June 30. Secretaries with five or more years of employment may take five days of their vacation eligibility during the school year, if approved by the Superintendent. Effective July 1, 2000, such requests shall not be denied arbitrarily or capriciously.
- D.** Newly hired secretaries who have completed six (6) months of employment will be eligible to earn vacation days on a pro-rated monthly basis retroactive to the first day of employment.

**ARTICLE 40**  
**CONFERENCE, WORKSHOP, SCHOOL REIMBURSEMENT**

1. Secretaries shall be reimbursed for attendance at conferences, workshops and tuition when such attendance is directly related to the secretary's position and is approved by the Superintendent prior to registration or enrolling in courses.
2. Secretaries may attend, at no cost, district Adult School classes pertaining to computers.
3. Secretaries may apply to the Superintendent to attend district sponsored professional development programs.
4. Secretaries shall be provided opportunity to suggest relevant professional development activities.
5. Secretaries shall be paid \$50 for a six (6) hour day (excluding lunch) for attendance at staff development activities held after the workday.

**ARTICLE 41**  
**SALARIES**

**A. POSITION SALARY**

**CLASSIFICATION**

Secretary to High School Principal Payroll/Account Specialist	Grade D
Benefits/Payroll Office Assistant Account Specialist Data Processing Specialist Secretary to District Director Central Activities/Account Specialist	Grade C
Secretary to Guidance Director Secretary to the Assistant Principal Transportation Secretary Secretary to Supervisor of Student Services/Athletics	Grade B
Secretary	Grade A

**B. SALARY DETERMINATION**

1. The secretary's salary shall be determined by the Board as a result of the secretary's yearly performance evaluation in accordance with the duties as prescribed in the secretary's job description. Salary step advancement is achieved by a satisfactory evaluation.
3. It is understood that, as always, the Board has the right, by statute, to withhold an increment and/or salary adjustment for unsatisfactory performance

**Schedule D-1**  
**SECRETARIAL SALARY GUIDE**  
**2004-05**

<b>STEP</b>	<b>GRADE A</b>	<b>GRADE B</b>	<b>GRADE C</b>	<b>GRADE D</b>
1	30,367	31,900	35,178	37,335
2	31,526	33,122	36,520	38,738
3	32,685	34,344	37,863	40,142
4	33,844	35,565	39,205	41,545
5	35,003	36,787	40,547	42,949
6	36,163	38,009	41,890	44,353
7	37,322	39,230	43,232	45,756
8	38,483	40,452	44,578	47,160

**LONGEVITY**

Longevity stipends are granted on the July 1<sup>st</sup> following the completion of:

13-14 years	800
15-16 years	1,200
17-18	1,500
19-20	1,800
21-22	2,300
23+	2,600

**Schedule D-2**  
**SECRETARIAL SALARY GUIDE**  
**2005-06**

<b>STEP</b>	<b>GRADE A</b>	<b>GRADE B</b>	<b>GRADE C</b>	<b>GRADE D</b>
1	31,572	33,105	36,383	38,540
2	32,731	34,327	37,725	39,943
3	33,890	35,549	39,068	41,347
4	35,049	36,770	40,410	42,750
5	36,208	37,992	41,752	44,154
6	37,368	39,214	43,095	45,558
7	38,527	40,435	44,437	46,961
8	39,688	41,657	45,783	48,365

**LONGEVITY**

Longevity stipends are granted on the July 1<sup>st</sup> following the completion of:

13-14 years	800
15-16 years	1,200
17-18	1,500
19-20	1,800
21-22	2,300
23+	2,600

**Schedule D-3**  
**SECRETARIAL SALARY GUIDE**  
**2006-07**

<b>STEP</b>	<b>GRADE A</b>	<b>GRADE B</b>	<b>GRADE C</b>	<b>GRADE D</b>
1	32,877	34,410	37,688	39,845
2	34,036	35,632	39,030	41,248
3	35,195	36,854	40,373	42,652
4	36,354	38,075	41,715	44,055
5	37,513	39,297	43,057	45,459
6	38,673	40,519	44,400	46,863
7	39,832	41,740	45,742	48,266
8	40,993	42,962	47,088	49,670

**LONGEVITY**

Longevity stipends are granted on the July 1<sup>st</sup> following the completion of:

13-14 years	800
15-16 years	1,200
17-18	1,500
19-20	1,800
21-22	2,300
23+	2,600

**SECTION IV  
TRAINER**

**ARTICLE 42  
WORK YEAR AND WORK DAY**

- A. The trainers' work year shall be from August 15 to June 15.
- B. Hours include lunch period equal to student lunch period. On regular school days when there is no game-total eight (8) hours. On school days when there are games, minimum of eight (8) hours through to the end of the last event. On days when school is not in session, trainers are required to be at all scheduled practices and games.

**ARTICLE 43  
SICK LEAVE**

- A. Ten (10) days per school year for personal illness shall be granted. Unused sick leave may be carried forward to succeeding year(s). The Administration has the prerogative to require a doctor's certification of illness.
- B. The Board shall continue its practice of providing each trainer with a written notice showing his/her number of accumulated sick days by September 30. If, due to unforeseen circumstances, the administrative offices cannot furnish that information by the stated date, such shall be forwarded as soon as possible.
- C. Any trainer employed on less than a full-time basis shall accrue sick leave at the proportionate rate stated above.
- D. Trainers shall call the designated person at (973) 664-2299 for notification of absence for illness no later than 7:00 a.m. on the first day of illness. In case of a prolonged absence because of illness, the designated person should be called and advised as to time of return to work.

**E. SICK LEAVE CONVERSION AT RETIREMENT**

Upon retirement under the pension plan (TPAF) a sick leave retirement allowance shall be paid in a lump sum payment within thirty (30) days after the retirement or later if requested by the retiree. The sick leave retirement shall be compiled as follows:

The retirement allowance shall be computed at the rate of one (1) day's pay for every three (3) days accumulated unused sick leave to the trainer's credit at the time of the announced contemplated retirement.

The retirement allowance shall not exceed fifteen thousand dollars (\$15,000) per trainer.

**ARTICLE 44  
PERSONAL LEAVE**

**A. PERSONAL LEAVE (No Reason Days)**

1. A maximum of three (3) days per year for personal reasons shall be granted. All personal days shall require no reason(s). No personal days shall be taken adjacent to a school holiday or recess. However, there can be one exception per year without administrative approval. There can be more in an emergency with administrative approval.
2. All unused personal days shall be used to increase the trainer's accumulated sick leave account at the end of each school year.
3. Extensions of personal leave may be applied for through the Superintendent, whose decision shall be final and binding and not subject to grievance. A full day only may be requested or charged.

**B. TEMPORARY LEAVE REQUEST PROCEDURE**

1. Trainers shall complete the prescribed form for temporary leave prior to the date of leave and submit to the Chief School Administrator for approval.
2. Trainers who must use bereavement leave or personal leave due to emergencies and cannot submit the form before the leave shall submit the prescribed form on the first day of return and submit it to the Chief School Administrator for approval.

**ARTICLE 45**

**COMPENSATION**

Trainers shall be paid in accordance with the teacher salary guide at the appropriate educational level.

Effective with the 2004-05 school year trainers will be placed on the teacher salary guide at the step closest to their actual salary. Their salaries will also be included in the teacher base for purposes of calculation.

**LONGEVITY**

The trainer shall receive longevity payments as follows:

16-17 years	2,000
18-19	2,500
20-21	3,100
22-23	3,900
24+	6,800

Longevity is defined as the amount of time within the Morris Hills Regional District. Payments commence after 15 years of employment.



**SECTION V**

**STAFF ASSISTANTS**

**ARTICLE 46  
WORK YEAR AND WORK DAY**

**A. WORK YEAR**

The work year for staff assistants will begin on the first full work day for teachers and shall include all pupil days.

**B. WORK DAY**

Special Ed	-	7 hr. 30 min.
Audio/Visual	-	7 hr. 30 min.
Study Hall/Cafeteria	-	7 hr. 15 min.

The staff assistant work day will be proportionally shortened when the student day is shortened.

- C.** For in-service days (including Middle States in-service), AV and Special Education Staff Assistants will work only if needed as support to the in-service day.

**ARTICLE 47  
SICK LEAVE**

- A.** Ten (10) days per school year for personal illness shall be granted. Unused sick leave may be carried forward to succeeding year(s). The Administration has the prerogative to require a doctor's certification of illness.
- B.** The Board shall continue its practice of providing each staff assistant with a written notice showing his/her number of accumulated sick days by September 30. If, due to unforeseen circumstances, the administrative offices cannot furnish that information by the stated date, such shall be forwarded as soon as possible.
- C.** Any staff assistant employed on less than a full-time basis shall accrue sick leave at the proportionate rate stated above.
- D.** Staff assistants shall call the designated person at **973-664-2299** for notification of absence for illness no later than 7:00 a.m. on the first day of illness. In case of a prolonged absence because of illness, the designated person should be called and advised as to time of return to work.

## **E. SICK LEAVE CONVERSION AT RETIREMENT**

Upon retirement under the pension plan (NJPERs) a sick leave retirement allowance shall be paid in a lump sum payment within thirty (30) days after the retirement or later if requested by the retiree. The sick leave retirement shall be compiled as follows:

10-14 years of service-one (1) day's pay for every five (5) days accumulated unused sick leave. Total not to exceed \$5,000.

15 and over years' service-one (1) day's pay for every three (3) days accumulated unused sick leave. Total not to exceed \$5,000.

For the purpose of pay for unused sick leave upon retirement, there shall be no carry-over time for an individual's employment either between the categories of staff assistant, secretary, or teacher or between a non-unit and unit position.

## **ARTICLE 48 PERSONAL LEAVE**

### **A. PERSONAL LEAVE (No Reason Days)**

1. A maximum of three (3) days per year for personal reasons shall be granted. All personal days shall require no reason(s). No personal days shall be taken adjacent to a school holiday or recess. However, there can be one exception per year without administrative approval. There can be more in an emergency with administrative approval.
2. Staff assistants who are employed after January 1 shall receive one (1) no reason personal day.
3. Unused no reason personal days will be added to sick leave cumulative total.
4. Additional personal days may be requested by the staff assistant. Application should be made to the Chief School Administrator and his decision shall be final and not grieved.
5. Half personal days shall be allowed.

### **B. TEMPORARY LEAVE REQUEST PROCEDURE**

1. Staff assistants shall complete the prescribed form for temporary leave prior to the date of leave and submit to the Chief School Administrator for approval.

**ARTICLE 49**  
**STAFF DEVELOPMENT**

1. Staff assistants may apply to the Superintendent to attend district sponsored professional development activities.
2. Staff assistants shall be provided opportunity to suggest relevant professional development activities.
3. Staff assistants shall be paid \$32.50 for a six (6) hour day (excluding lunch) for attendance at staff development activities held after the workday.

**Schedule E-1  
STAFF ASSISTANTS  
SPECIAL ED & AUDIO-VISUAL**

<b>STEP</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
1	17,160	17,682	18,217
2	17,232	18,142	19,063
3	18,032	18,988	19,835
4	18,833	19,685	20,597
5	19,530	20,447	21,592
6	20,297	21,442	22,397
7	21,192	22,247	23,328
8	21,967	23,178	24,653
9	22,898	24,503	25,970
10	23,953	25,670	26,982
11	25,020	26,682	28,896
12	26,007	28,596	31,217
13	27,916	30,277	
14	29,317		

The 2003-04 salary guide has been reduced from 15 steps to 14 steps for 2004-05; 13 steps for 2005-06 and 12 steps for 2006-07.

All staff assistants will move one step from the previous year (2003-04) in the first year of the contract (2004-05). For the second and third years of the contract (2005-06) and (2006-07), all staff assistants will remain on that step.

Longevity 2004–2005, 2005-2006 and 2006-2007

14+ years	\$415
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Longevity stipends are granted with 14+ years of experience.

**Schedule E-2  
STAFF ASSISTANTS  
CAFETERIA & STUDY HALL**

STEP	2004-05	2005-06	2006-07
1	15,029	16,434	17,348
2	15,684	16,598	17,637
3	16,453	17,582	18,425
4	17,347	18,370	19,336
5	18,070	19,036	20,159
6	18,736	19,859	21,011
7	19,459	20,661	22,068
8	20,211	21,618	23,446
9	21,168	22,946	24,856
10	22,296	24,106	26,104
11	23,356	25,254	27,059
12	24,404	26,259	28,696
13	25,459	27,676	
14	26,876		

The 2003-04 salary guide has been reduced from 15 steps to 14 steps for 2004-05; 13 steps for 2005-06 and 12 steps for 2006-07.

All staff assistants will move one step from the previous year (2003-04) in the first year of the contract (2004-05). For the second and third years of the contract (2005-06) and (2006-07), all staff assistants will remain on that step.

Longevity 2004 –2005, 2005-2006 and 2006-2007

14+ years                      \$415

Longevity stipends are granted with 14+ years of experience.

**APPENDIX A  
GRIEVANCE FORM  
(Page 1)**

**GRIEVANCE #**

**MORRIS HILLS REGIONAL DISTRICT**

**GRIEVANCE REPORT (Please submit to Immediate Supervisor)**

Name of Grievant	Position	Building	Date Filed
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Step 1

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Date Received By Immediate Superior \_\_\_\_\_

C. 1. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Solution Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

3. Disposition by Immediate Supervisor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

(If additional space is needed in reporting Sections C-1.,2. and 3., attach additional sheets)

D. 1. Date Received \_\_\_\_\_

1. Disposition By Immediate Supervisor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX A  
GRIEVANCE FORM  
(Page 2)**

E.1. Date Received by Grievant \_\_\_\_\_

2. Disposition of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**STEP 2**

A. Date Received by the Superintendent \_\_\_\_\_

B. Disposition by Superintendent \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**STEP 3**

A. Date Received by the Board \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Board President \_\_\_\_\_ Date \_\_\_\_\_

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX A**  
**GRIEVANCE FORM**  
(Page 3)

**STEP 4**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator Shall Be Attached.

Note: All provisions of Article II of the Agreement shall be strictly observed in the settlement of grievances.



**APPENDIX B  
CIGNA DENTAL PROGRAM #7354**

FEE BASIS: The following program is based upon the Usual, Customary and Reasonable Fee Concept and Passive PPO Dental Plan.

Program I	Co-Payment
Preventive and Diagnostic:	100%
Remaining Basic Benefits:	80/20
Crowns, Inlays and Gold Restorations	50/50
Prosthodontic Benefits:	50/50
Orthodontic Benefits:	50/50 (child only)

The maximum amount payable by Cigna for the above dental services, excluding Orthodontic Benefits, provided and eligible patient in any calendar year is \$1,500.00.

\$25.00 deductible per patient per calendar year which is not applicable to Preventive and Diagnostic Benefits.

\$75.00 Family maximum aggregate deductible which is not applicable to Preventive and Diagnostic Benefits.

**ORTHODONTIC BENEFITS**

Orthodontic Benefits are subject to a \$1,500.00 maximum per case which is separate from the \$1,500.00 maximum mentioned above applicable to Basic and Prosthodontic Benefits.

**APPENDIX C**

**SABBATICAL LEAVE APPLICATION FORM**

**(For School Year 20\_\_ - 20\_\_)**

NAME OF APPLICANT \_\_\_\_\_

SCHOOL \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

DATE APPLICATION SUBMITTED \_\_\_\_\_

RECEIVED IN SUPERINTENDENT'S OFFICE \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

YEARS OF SERVICE IN DISTRICT \_\_\_\_\_

SUBJECT AREA \_\_\_\_\_

A. The reason you are requesting sabbatical (showing how this sabbatical will enable you to grow professionally). Use additional paper, if necessary.

B. Explain the nature of your proposed program. (Use additional paper, if necessary).

C. Explain how the proposed program will benefit the students, the community, and the District (Use additional paper, if necessary).

Duplicate copy of this form to be retained by applicant.

**Appendix D-1**  
**Alternate Day Block Schedule**  
**2002-03**  
(For Illustrative purposes only)

**Morris Knolls**

**Morris Hills**

**7:25**

**Teachers Report**

**8:00**

7:30 – 9:01  
9:01 – 9:05

**BLOCK 1 (91 min.)**  
Passing

8:05 – 9:36  
9:36 – 9:40

9:05 – 10:33  
10:33 – 10:37

**BLOCK 1 (88 min.)**  
Passing

9:40 – 11:08  
11:08 – 11:12

10:37 – 12:09  
12:09 – 12:13  
11:13 – 12:55

**BLOCK 3A (92 min.)**  
Passing  
Lunch

11:12 – 12:44  
12:44 – 12:48  
12:48 - 1:30

10:37 – 11:21  
11:21 – 11:25  
11:25 – 12:07  
12:11 – 12:15  
12:15 – 12:55

**BLOCK 3B (44 min.)**  
Passing  
Lunch  
Passing  
**BLOCK 3B (44 min.)**

11:12 – 11:56  
11:56 – 12:00  
12:00 – 12:42  
12:42 – 12:46  
12:46 - 1:30

10:37 – 11:19  
11:19 – 12:23  
11:23 – 12:55

Lunch  
Passing  
**BLOCK 3C (92 min.)**

11:12 – 11:54  
11:54 – 11:58  
11:58 - 1:30

12:55 – 12:59  
12:59 - 2:27

Passing  
**BLOCK 4 (88 min.)**

1:30 - 1:34  
1:34 - 3:02

**2:27**

**End of Teacher Day**

**3:02**