

AGREEMENTS

BETWEEN

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

AND

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

JULY 1, 2010 THROUGH JUNE 30, 2013

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THIS AGREEMENT reached this 31st day of August 2010, 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 Special Services
Guidance Supervisors
Athletic Directors
District Director of Instructional Services
District Supervisor 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 New Jersey Public Employment Relations Commission to provide a list of arbitrators to settle the dispute.
- b. Once a request is made to the New Jersey Public Employment Relations Commission 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.

Insurance coverage will commence on the first day of hire, if employees have submitted their insurance application, and will terminate the last day of the month that an employee is in pay status, except in the case of a non renewal or reduction in force in which case the employee shall be covered for one additional month after the month of termination (typically, but not limited to, the month of July)

B. MEDICAL PREMIUM

1. a. The Board shall provide and pay the full premium for all employees and their eligible dependents excluding employees who waived insurance in either the Cigna PPO or POS plans (as dictated by the restrictions listed below in numbers 3 or 4) in effect as of June 30, 2007, and as modified by this agreement also to include mandatory second surgical opinion and pre-admission certification. If the Board changes carrier, the benefits shall be equal to or better than the existing plan. i.e. the June 30th 2007 plan and as modified by this agreement.
 - b. Effective January 1, 2008 the deductible amount for the PPO plan will be \$200.00 (individual) /\$400.00 (family)
 - c. Effective January 1, 2008 for the PPO plan, the prescription out of pocket will revert to the prior formula (in effect on December 31, 2005) whereby there will not be a separate out of pocket maximum for prescription. Individuals/family will have to meet their deductible(s) and out of pocket maximums before prescription is paid 100%.
2. Coverage shall be appropriately designated by the employee as:
 - a. Employee only
 - c. Two Adults
 - c. Parent/Child(ren)
 - d. Family
3. Employees hired after January 1, 1999 shall be covered under the POS 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.

Employees hired September 1, 2007 or after shall be covered under the POS plan for the first sixty (60) months of employment, these employees choosing the PPO plan will pay fifty percent 50% of the difference in cost.

4. POS Plan will provide for:

\$10.00 co-pay on doctors visits

RX Plan \$5.00 co-pay generic; \$15.00 name brand

POS PLAN co-pay on Emergency Room and Urgent Care is \$50.00.

Co-pay is waived if admitted to the hospital after the ER visit in accordance with the master plan.

Health Insurance Waiver

Full time employees who can show proof of other health insurance coverage, may elect to waive health insurance coverage in return for \$3,000.00, pro-rated, based on date of implementation or for late entries. Payment will be made for each year coverage is waived. Waiver is based on the school year (July – June). 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.

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. Dental insurance coverage will commence on the first day of hire, if employees have submitted their dental insurance application, and will terminate the last day of the month that an employee is in pay status, except in the case of a non-renewal or reduction in force, in which case the employee shall be covered for one additional month after the month of termination (typically, but not limited to, the month of July).

- 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 from 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
 - Picatunny Credit Union

The Board will offer three 403(b)(7) Plans as listed below:
Vanguard
American Funds
T Rowe Price

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. Effective January 1, 2011, all employees will be required to enroll in the direct deposit program. The Board agrees to assist employees who request assistance setting up a checking/savings account.

**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 allowable amount as determined by the annual State Appropriations Act (OMB rate) or the current IRS rate, whichever is permissible by New Jersey State law.

**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, 2012.

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 15th, 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 1st 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, 2010-or on the date indicated, and shall continue in effect through, June 30, 2013 and the non-economic provisions shall become effective on the date this Agreement is signed and shall continue in effect until June 30, 2013 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.



President of Association



President – Board of Education



Secretary of Association



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 February 18-22, 2008, February 16-20, 2009 and February 15-19, 2010. *

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 ½ of 1% per day. Days to be compensated in the same way as consulting teachers.

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 ½ of 1% per day. Days to be compensated in the same way as consulting teachers.

* This language has been submitted to the Public Employment Relations Commission to determine its negotiability.

SAC:

Work up to five (5) days at the rate of ½ 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 ½ 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.*

* This language has been submitted to the Public Employment Relations Commission to determine its negotiability.

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. *

* This language has been submitted to the Public Employment Relations Commission to determine its negotiability.

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. On days when students leave early and staff have professional development, the teachers shall receive a duty free lunch of not less than thirty (30) minutes. The number of such professional development days will be limited to six (6) per school year for the duration of this Agreement.
- e. 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:

Teaching Load	Salary
a. One (1) Teaching Block (A or B day) - 92 days per year	1/6
b. Two (2) Teaching Blocks (Consecutively, A or B day) – 92 days per year	2/6
c. 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
d. 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 personals day per year

3. TRAVELING TEACHERS

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

4. FLEX COORDINATOR

- a. Compensation at 1/6th beyond base. Amount is pensionable.
- b. Work Hours – 8:00 am to 4:00 pm
- c. Position requires a maximum of three teaching blocks – one full preparation period each A-B day, one full duty free lunch each A-B day, remaining time for Flex Coordination.

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.
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 2010-2011 a teacher on the BA step 8 would be paid on a one-sixth of the BA maximum salary of \$83,655, 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. Pay for 1/6th calculated per letter of October 3, 2007.

- 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 of 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/SECURITY SUPPORT PERSONNEL

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/security support personnel will be used during the cafeteria lunch periods at each school under the supervision of one teacher for each cafeteria.
- B. Staff assistants/security support personnel 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

The extra compensation for Consulting teacher as defined in Article 24 is subject to pension.

Consulting teachers will be compensated as follows:

	Up to and including 12 teachers (Includes the Technology and Innovative Programs CT)	Over 12 to 16 teachers	Over 16 teachers
2010-11	\$7,432	\$7,897	\$8,347
2011-12	7,581	8,055	8,514
2012-13	7,733	8,215	8,684

**ARTICLE 25
PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT**

A. TUITION REIMBURSEMENT

- 1. The Board agrees to reimburse the cost of tuition and receipted fees subject to the annual maximum as defined in paragraph 6 and not to exceed \$2,700.00 per teacher for the school year (the school year is defined as July 1 to June 30) not to exceed \$250.00 per credit 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. Applications for tuition reimbursement shall be submitted no sooner than 6 months before the course begins. The date the course ends (as defined by the college) will determine the school year to which the request for reimbursement applies.
6. The Board shall allocate a sum not to exceed \$100,000 for each year of the Agreement. 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 25, 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, however sick leave will be prorated in the event an employee starts after September. 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. All absences must be logged into AESOP either by phone or Internet. This includes sick, personal, bereavement, field trips, jury duty, conferences and vacation. Once a teacher has reported unavailability, as described above, his/her responsibility for securing a substitute shall have been fulfilled.
AESOP: Phone 1-800-942-3767 Web Site www.aesoponline.com
 - 2. If a teacher fails to notify AESOP 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/security support personnel, 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. In order to receive said payment such retirement must be effective June 30th. Retirements effective before June 30th will forfeit the \$2000.00 payment.

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 \$100.00 for a six (6) hour day (excluding lunch) or,
 2. Credit for horizontal movement at a rate of one (1) credit for fifteen (15) hours of workshop time.
 3. No more than 10 credits from staff development programs may be used for horizontal movement on the guide. All staff that currently have more than 10 credits will have those credits grandfathered.
- C. Workshops must be sponsored by the Staff Development Committee.
- D. More than one (1) workshop may accumulate to fifteen (15) hours for one (1) credit toward horizontal movement.

**ARTICLE 33
MISCELLANEOUS STIPENDS**

	2010-11	2011-12	2012-13
Write New course of Study UBD format	1,000.00	1,000.00	1,000.00
Revised Course of Study UBD format	600.00	600.00	600.00
Academy Teachers summer program (per hour)	62.13	63.37	64.64
Co Op teacher work study coordination (per hour)	30.00	30.60	31.21
Special education teacher IEP review (per day)	75.00	76.50	78.03
Flex Home Work Instruction (per hour)	36.00	36.72	37.45
Flex Home Work Support (per hour)	30.00	30.60	31.21
Home Instruction (per hour)	36.00	36.72	37.45
Teacher/Student Discipline Activity Advisor	12,500	12,750	13,005

SPECIAL EDUCATION EXTENDED SUMMER PROGRAM

Summer pay School Nurse	\$175 for 4.5 hours
Teacher/Coordinator	200.00 per day for 4.5 hours per day
Staff Assistant	25.00 per hour – effective July 1, 2008

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
2010-11

STEP	BA	BA+30	MA	MA+30
1-2	54,260	56,570	58,880	65,810
3	54,750	57,060	59,370	66,300
4-5	55,250	57,560	59,870	66,800
6	55,750	58,060	60,370	67,300
7	56,705	59,015	61,325	68,255
8	57,705	60,015	62,325	69,255
9	59,995	62,305	64,615	71,545
10	62,490	64,800	67,110	74,040
11	65,185	67,495	69,805	76,735
12	68,080	70,390	72,700	79,630
13	71,175	73,485	75,795	82,725
14	74,470	76,780	79,090	86,020
15	77,965	80,275	82,585	89,515
16	81,665	83,975	86,285	93,215
17	85,565	87,875	90,185	97,115

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
2011-12

STEP	BA	BA+30	MA	MA+30
1	53,890	56,265	58,640	65,765
2-3	54,760	57,120	59,480	66,410
4	55,550	57,910	60,270	67,200
5-6	56,550	58,910	61,270	68,200
7	57,550	59,910	62,270	69,200
8	58,595	60,955	63,315	70,245
9	59,905	62,265	64,625	71,555
10	62,095	64,455	66,815	73,745
11	64,490	66,850	69,210	76,140
12	66,985	69,345	71,705	78,635
13	69,665	72,025	74,385	81,315
14	72,665	75,025	77,385	84,315
15	75,870	78,280	80,590	87,520
16	79,265	81,625	83,985	90,915
17	82,870	85,230	87,590	94,520
18	86,465	88,825	91,185	98,115

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
2012-13

STEP	BA	BA+30	MA	MA+30
1-2	55,345	57,745	60,145	67,345
3-4	56,060	58,470	60,880	67,810
5	57,050	59,460	61,870	68,800
6-7	58,150	60,560	62,970	69,900
8	59,250	61,660	64,070	71,000
9	60,295	62,705	65,165	72,120
10	61,605	64,015	66,450	73,380
11	63,795	66,205	68,615	75,545
12	66,190	68,600	71,010	77,940
13	68,685	71,095	73,505	80,435
14	71,365	73,775	76,185	83,115
15	74,415	76,825	79,235	86,165
16	77,670	80,130	82,490	89,420
17	81,015	83,425	85,835	92,765
18	84,370	86,780	89,190	96,120
19	87,465	89,875	92,285	99,215

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		2010-11	2011-12	2012-13
I	Marching Band Yearbook Chairperson	7,032	7,173	7,316
Ia	Random Drug Testing Coordinator	5,737	5,852	5,969
II	Senior Class Chairperson Drama Director of Musicals School Play Director SGA Chairperson Webmaster	5,217	5,321	5,428
III	Debating Chairperson Varsity Club Advisor Newspaper Chairperson Yearbook Assistant Assistant Marching Band Dir.	4,552	4,643	4,736
IV	Junior Class Chairperson Sound & Lighting Advisor Senior Class Assistant (2) Music Director of Musicals Media Services Coordinator Print Media Coordinator	4,324	4,410	4,499
V	Central Press Advisor Art Services Advisor Band Front Winter Guard Advisor SGA Assistant SAT Prep Advisor Ticket Sales Chairperson Coordinator, Personalized Learning Community	3,414	3,482	3,552

GRADE		2010-11	2011-12	2012-13
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 – Hills only Junior Statesman – Knolls only	2,845	2,902	2,960
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 Team Leadership Council Advisor (2) Erase Advisor TSA	2,586	2,638	2,690

GRADE		2010-11	2011-12	2012-13
VIII	Band Director Parades	1,562	1,593	1,625
IX	Art Honor Society Advisor	455	464	473
	Spanish Honor Society Advisor			
	German Honor Society Advisor			
	French Honor Society Advisor			
	Math Honor Society Advisor			
	Tri-M Honor Society Advisor			
	Social Studies Honor Society Advisor			

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.

LONGEVITY

	2010-11	2011-12	2012-13
3-5 years	100.00	100.00	100.00
6-8	200.00	200.00	200.00
9-11	300.00	300.00	300.00
12+	400.00	400.00	400.00

SCHEDULE C
COACHES SALARY GUIDES
Head Coaches Guide

SPORT	2010-11	2011-12	2012-13
Football	9,869	10,066	10,268
Basketball	7,843	8,000	8,160
Wrestling	7,843	8,000	8,160
Baseball/Softball	7,843	8,000	8,160
Lacrosse	7,843	8,000	8,160
Track	7,843	8,000	8,160
Soccer/Field Hockey	7,843	8,000	8,160
Volleyball	7,843	8,000	8,160
Swimming	7,259	7,404	7,552
Fencing	7,259	7,404	7,552
Cross Country	7,259	7,404	7,522
Ice Hockey	7,064	7,205	7,349
Indoor Track	7,064	7,205	7,349
Bowling	6,363	6,490	6,620
Tennis	6,363	6,490	6,620
Gymnastics	6,363	6,490	6,620
Cheerleading	5,259	5,364	5,471
Golf	5,259	5,364	5,471
Weight Room	3,558	3,629	3,702

Assistant Coaches Guide

Football	7,272	7,417	7,566
Basketball	5,843	5,960	6,079
Wrestling	5,843	5,960	6,079
Baseball/Softball	5,843	5,960	6,079
Lacrosse	5,843	5,960	6,079
Track	5,843	5,960	6,079
Soccer/Field Hockey	5,843	5,960	6,079
Ice Hockey	5,843	5,960	6,079
Indoor Track	5,843	5,960	6,079
Volleyball	5,843	5,960	6,079
Fencing	4,597	4,689	4,783
Cross Country	4,597	4,689	4,783
Tennis	4,155	4,238	4,323
Gymnastics	4,155	4,238	4,323
Cheerleading	3,558	3,629	3,702
Golf	3,558	3,629	3,702

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 subject to Article 35 Section H. 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 or the employee can opt to receive one comp day off for 4.5 hours worked above the 36.25 hours in a regular work 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.
- H. For early dismissal for secretaries on the day preceding Thanksgiving:
 - 1. No secretary will finish his/her workday prior to the dismissal of students.
 - 2. Secretaries shall have a 30 minute lunch.
 - 3. Lunches for secretaries will be scheduled so that each secretary will work a minimum of 45 minutes after returning from lunch.
 - 4. All other provisions of the article shall remain in effect.

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

All absences must be logged into AESOP either by phone or internet. This includes sick, personal, bereavement, field trips, jury duty, conferences and vacation. AESOP – Phone 1-800-942-3767 Web Site www.aesoponline.com
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/security support personnel, 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; except that three vacation days can be carried over into the next year. Secretaries with five or more years of employment may take seven days of their vacation eligibility during the school year when students are present, if approved by the Superintendent. Such requests shall not be denied arbitrarily or capriciously; but the denial shall not be subject to arbitration.
- 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 \$75.00 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 or Supervisor Central Activities/Account Specialist Transportation Secretary	Grade C
Secretary to Guidance Supervisor Secretary to the Assistant Principal 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.
2. 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
2010-11

STEP	GRADE A	GRADE B	GRADE C	GRADE D
1-2	37,201	38,757	42,084	44,203
3	38,378	39,998	43,447	45,627
4	39,554	41,238	44,810	47,052
5	40,730	42,477	46,172	48,476
6	41,907	43,718	47,534	49,901
7	43,160	45,034	48,973	51,402
8	44,428	46,365	50,427	52,918
9	46,181	48,179	52,482	55,103

LONGEVITY

Longevity stipends are granted on the July 1st 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
2011-12

STEP	GRADE A	GRADE B	GRADE C	GRADE D
1	37,481	39,037	42,364	44,483
2-3	38,581	40,201	43,650	45,830
4	39,781	41,465	45,037	47,279
5	41,031	42,778	46,473	48,777
6	42,281	44,092	47,908	50,275
7	43,581	45,455	49,394	51,823
8	44,881	46,818	50,880	53,371
9	46,681	48,679	52,982	55,603

LONGEVITY

Longevity stipends are granted on the July 1st 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
2012-13

STEP	GRADE A	GRADE B	GRADE C	GRADE D
1-2	38,396	39,952	43,279	45,398
3-4	39,496	41,116	44,565	46,745
5	40,696	42,380	45,952	48,194
6	41,946	43,693	47,388	49,692
7	43,196	45,007	48,823	51,190
8	44,496	46,370	50,309	52,738
9	45,796	47,733	51,795	54,286
10	47,596	49,594	53,897	56,518

LONGEVITY

Longevity stipends are granted on the July 1st 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. Athletic trainer will work a maximum of 230 days between August 15 to June 15.
- B. Hours include lunch period equal to student lunch period. On school days when there is no game-total eight (8) hours. On school days when there are games, maximum of eight (8) continuous 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 to a maximum of 8 continuous hours.

However, these conditions will expire on June 15, 2011 unless extended by mutual agreement of the MHRDEA and the MHRD Board of Education. If mutual agreement is not reached, the terms and condition of the 2007-2010 contract will apply.

ARTICLE 43

SICK LEAVE

- A. Ten (10) days per school year for personal illness shall be granted, however sick leave will be prorated based on date of hire (this applies to new hires after March 25, 2008). 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. All absences must be logged into AESOP either by phone or internet. This includes sick, personal, bereavement, field trips, jury duty, conferences and vacation. AESOP – Phone 1-800-942-3767 Web Site www.aesoponline.com

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 AND SECURITY SUPPORT PERSONNEL

ARTICLE 46
WORK YEAR AND WORK DAY

A. WORK YEAR

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

Full time staff assistants/security support personnel will be notified of their reemployment status for the following year by May 30th.

B. WORK DAY

Special Ed	-	7 hr. 30 min.
Audio/Visual	-	7 hr. 30 min.
Security Support	-	7 hr. 15 min.

The staff assistant/security support personnel work day will be proportionally shortened when the student day is shortened.

Stipend amount for voluntary work beyond the normal work day - \$25.00 per hour

- 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.
- D. Rate for special education extended summer program - \$25.00 per hour

ARTICLE 47
SICK LEAVE

- A. Ten (10) days per school year for personal illness shall be granted, however, sick leave will be pro-rated in the event an employee starts after September (this applies to new hires after March 25, 2008). 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/security support personnel 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/security support personnel employed on less than a full-time basis shall accrue sick leave at the proportionate rate stated above.
- D. All absences must be logged into AESOP either by phone or internet. This includes sick, personal, bereavement, field trips, jury duty, conferences and vacation.
AESOP – Phone 1-800-942-3767 Web Site www.aesoponline.com

In case of a prolonged absence because of illness, the designated person should be called and advised as to time of return to work.

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/security support personnel, 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/security support personnel 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/security support personnel. 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/security support personnel 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/security support personnel may apply to the Superintendent to attend district sponsored professional development activities.
2. Staff assistants/security support personnel shall be provided opportunity to suggest relevant professional development activities.
3. Staff assistants/security support personnel shall be paid \$42.00 for a six (6) hour day (excluding lunch) for attendance at staff development activities held after the workday.
4. Staff assistants/security support personnel will be eligible for tuition reimbursement on the same basis as Teachers as found in Article 25, including all individual caps and payment will come from the same fund that covers teachers. Undergraduate course are eligible for tuition reimbursement for staff assistants.

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

STEP	2010-11	STEP	2011-12	STEP	2012-13
1-2	19,325	1-3	19,840	1-4	20,406
3	20,171	4	20,686	5	21,252
4	20,943	5	21,458	6	22,024
5	21,705	6	22,220	7	22,786
6	22,700	7	23,215	8	23,781
7	23,505	8	24,020	9	24,586
8	24,436	9	24,951	10	25,517
9	25,761	10	26,276	11	26,842
10	27,078	11	27,593	12	28,159
11	28,335	12	28,850	13	29,416
12	30,349	13	30,864	14	31,430
13	33,955	14	34,365	15	34,775

Longevity 2010-2011, 2011-2012, and 2012-2013

14+ years \$415

Longevity stipends are granted with 14+ years of experience.

Schedule E-2
SECURITY SUPPORT PERSONNEL

STEP	2010-11	STEP	2011-12	STEP	2012-13
1-2	18,493	1-3	19,003	1-4	19,528
3	18,782	4	19,292	5	19,817
4	19,570	5	20,080	6	20,605
5	20,481	6	20,991	7	21,516
6	21,304	7	21,814	8	22,339
7	22,206	8	22,716	9	23,241
8	23,348	9	23,858	10	24,383
9	24,726	10	25,236	11	25,761
10	26,386	11	26,896	12	27,421
11	27,734	12	28,244	13	28,769
12	28,789	13	29,299	14	29,824
13	31,376	14	31,756	15	32,136

Longevity 2010-2011, 2011-2012 and 2012-2013

14+ years \$415

Longevity stipends are granted with 14+ years of experience.

SECTION VI

ARTICLE 50 CHILD STUDY TEAM (CST) – SHARED SERVICES

These staff members will be employees of the Morris Hills Regional District, but will have the primary responsibility of providing services to nearby school districts. Staff members will have all rights under the current Agreement between the MHRD Board of Education and the MHRDEA, with the following exceptions noted:

CST members will follow the school calendar as approved by the Board of Education in their “designated home district”, except that the total number of days for the contracted work year will equal the number negotiated between the Morris Hills Board of Education (BOE) and the Morris Hills Regional District Education Association (MHRDEA). Prior to the beginning of the school year, the MHRD will designate a home district for each Child Study Team member.

Article 17 – Teaching Hours and Teaching Load for the CST/Shared Services Employees. The start and ending times, length of school day, lunch and prep periods will be consistent with the terms and conditions as stated in the Bargaining Agreement in their “designated home district”. If total required time worked is greater than MHRD, the Child Study Team member will be paid for the additional time. CST members will have no duty assignments.

CST members will be allowed 42 minutes to travel between buildings. This travel will replace one 42 minute CST assignment period. Travel will be limited to one change of building per day, except in the event of emergency.

CST members will participate in the Professional Development in their “designated home district” within the regular work day/work year. They may participate in other programs as found in the negotiated contract between the BOE and MHRDEA. Participation in professional development after regular work hours will be in accordance with Article 23 of the Agreement between MHRDEA and MHRD Board of Education.

Article 27, Section D “Notification”, of the Agreement between the MHRDEA and MHRD Board of Education will apply to CST/Shared Services Employees. In addition, it is recognized that CST/Shared Services Employees will also notify the “designated home district” designee of their absence.

All other provisions of the Agreement between the MHRDEA and MHRD Board of Education, not stated herein, will apply.

**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 _____

D. Disposition by Immediate Supervisor _____

Signature _____ Date _____

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

STEP 2

A. Date Received _____

B. Disposition By Appropriate Administrator _____

Signature _____ Date _____

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

C. Date Received by Grievant _____

D. Disposition of Grievant and/or Association _____

STEP 3

A. Date Received by the Superintendent _____

B. Disposition by Superintendent _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

STEP 4

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 5

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
HORIZON DENTAL PROGRAM**

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 Horizon for the above dental services, excluding Orthodontic Benefits, provided an 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
Alternate Day Block Schedule
2010-2011
(For Illustrative purposes only)

Morris Knolls

Morris Hills

7:25	Teachers Report	8:00
7:30 – 9:01	BLOCK 1 (91 min.)	8:05 – 9:36
9:01 – 9:05	Passing	9:36 – 9:40
9:05 – 10:33	BLOCK 1 (88 min.)	9:40 – 11:08
10:33 – 10:37	Passing	11:08 – 11:12
10:37 – 12:09	BLOCK 3A (92 min.)	11:12 – 12:44
12:09 – 12:13	Passing	12:44 – 12:48
11:13 – 12:55	Lunch	12:48 - 1:30
10:37 – 11:21	BLOCK 3B (44 min.)	11:12 – 11:56
11:21 – 11:25	Passing	11:56 – 12:00
11:25 – 12:07	Lunch	12:00 – 12:42
12:11 – 12:15	Passing	12:42 – 12:46
12:15 – 12:55	BLOCK 3B (44 min.)	12:46 - 1:30
10:37 – 11:19	Lunch	11:12 – 11:54
11:19 – 12:23	Passing	11:54 – 11:58
11:23 – 12:55	BLOCK 3C (92 min.)	11:58 - 1:30
12:55 – 12:59	Passing	1:30 - 1:34
12:59 - 2:27	BLOCK 4 (88 min.)	1:34 - 3:02
2:27	End of Teacher Day	3:02