

CONTRACT BETWEEN

THE WEST MORRIS REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

and

THE WEST MORRIS REGIONAL EDUCATION ASSOCIATION

July 1, 2003 through June 30, 2006

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PREAMBLE

WHEREAS, the West Morris Regional High School District Board of Education hereinafter referred to as the "Board" and the West Morris Regional Education Association, hereinafter referred to as the "Association" have met and negotiated in good faith in accordance with Chapter 123 Public Laws of 1974 and

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

RESOLVED that the following items are agreed to for the contract term of July 1, 2003 to June 30, 2006:

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for certificated teaching personnel under contract including teachers, guidance counselors, child study team personnel, school nurses, substance abuse educators, coaches, and co-curricular staff employed by the Board. Specifically excluded are all administrative and supervisory personnel and non-certified staff. Unless stated otherwise the term teachers shall mean all unit members.

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into a collective negotiations over a successor Agreement in accordance with Chapter 123 P.L. 1974 of the State of New Jersey in a good faith effort to reach agreement on all matters concerning the terms and conditions of the employment of the members of the bargaining unit. Such negotiations shall begin not later than 120 days prior to the annual school election date.
- B. During negotiations, the Board and the Association shall present relevant non-confidential data, exchange points of view and make proposals and counter proposals. The Board shall make available relevant information including budget information as soon as it is made public by the Board.
- C. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any agreement arrived at by the negotiating representatives will be submitted to the school Board and the membership of the Association for ratification, decision or vote. Any agreements of the parties will be reduced to writing and will become binding for the period of the agreement upon ratification.
- D. Except as the Agreement shall herein otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement as established by the rules or regulations, of the Board in force on said date, shall continue to be so applicable during the term of this agreement. Proposed new rules and/or modifications of existing rules governing

working conditions shall be negotiated with the majority representative before they are established.

- E. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE III - GRIEVANCE PROCEDURES

- A. Definition - A "grievance" is a complaint about the interpretation, application, or alleged violation of this agreement, or administrative decisions affecting a member of the bargaining unit or a group of members.
- B. All days in Article III are working days unless designated otherwise by negotiation.
- C. 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 the welfare or terms and conditions of employment of members of the bargaining unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing herein contained shall be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of administration, and having the grievance adjusted without intervention of the Association, provided the agreement is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such a meeting and state its views.
- D. A grievance may be processed by an individual concerning the interpretation, application or violation of this agreement and administrative decisions affecting him/her, or by the Association on behalf of an individual or group of individuals as a single grievance, as appropriate. Further, any aggrieved individual may be represented at all levels of the grievance procedure by him/herself, or at his/her option, by a representative selected and approved by the Association. Copies of grievances formally submitted by an individual shall be forwarded to the Association. When a teacher is not represented by the Association, the Association shall be present and may state its views at all stages of the grievance procedure.
- E. In the case of a grievance, the aggrieved party, the Association on behalf of an individual or group of individuals or an individual's representative shall submit the grievance in writing to his/her immediate administrative supervisor within thirty (30) days of the incident or offending action. If the grievance is not settled, the aggrieved party may refer his/her written grievance to the party next in administrative responsibility. Any aggrieved party shall in the first instance present the grievance to his/her immediate supervisor and may continue to appeal it through recognized administrative channels: Principal, Superintendent. In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the next school year could result in irreparable harm to a party of 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 as soon thereafter as practicable.
- F. All grievances beyond the first step shall be in writing, setting forth the following:

1. The specific nature of the grievance.
 2. All sections of the Agreement, or administrative decisions which the Association alleges have been violated.
 3. All facts, sections of the Agreement, and administrative decisions upon which the Association intends to rely to demonstrate a violation of the Agreement or administrative decision.
 4. All remedies sought.
 5. All reasons for dissatisfaction with the outcome of the previous step.
 6. The administration and Board will respond to each one of the violations identified and indicate the reasons for denial.
- G.
1. At each step a written decision shall be rendered to the aggrieved party and Association within ten (10) days. Failure of the Board/Administration to respond within the required time limit will be considered a rejection and will permit the aggrieved party to advance to the next step.
 2. Failure to proceed to the next step within fifteen (15) days of receipt of the answer at the preceding step (or of the date the answer was due) will be deemed a withdrawal of the grievance and will preclude further processing of the grievance.
 3. The number of days indicated at each level should be considered a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- H.
- If after the level of Superintendent, the grievance remains unresolved, the aggrieved party may move the grievance to the Board level within the time limit specified above. Upon receipt of the grievance at the Board level the Superintendent shall arrange for a meeting with the Board of Education and the Superintendent and the aggrieved party within thirty (30) calendar days. A full written report shall be submitted to the Board of Education by the aggrieved party and by the Superintendent prior to the hearing. The Board of Education shall render its decision in writing to the aggrieved party within thirty (30) calendar days.
- I.
- If the grievance remains unresolved at the level of the Board of Education, either party may within ten (10) days request the Public Employment Relations Commission (PERC) to submit a list of three persons qualified to arbitrate the dispute in question. If agreement cannot be made between the parties as to the selection of an arbitrator, the parties shall mutually request within five (5) days that the Public Employment Relations Commission (PERC) designate the arbitrator. The decision of the arbitrator shall be binding on both parties except where prohibited by law.

- J. The arbitrator shall be limited to the issues submitted to him/her and shall not add to, subtract from, or modify the terms of this agreement.
- K. Each party shall bear the total cost they incur. The fees and expenses of the arbitrator shall be shared equally by the parties.
- L. Grievance meetings shall be held without causing loss of pay to members of the bargaining unit.
- M. A separate file for grievances will be maintained.
- N. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations shall be prepared jointly by the Superintendent and the Association and shall be given appropriate distribution to facilitate the functions of the grievance procedure.

ARTICLE IV - TEACHER RIGHTS

- A. Disputes involving discipline of employees shall be resolved in accordance with Chapter 269 and decisions of the Public Employment Relations Commission regarding the application of Chapter 269.
- B. Whenever a teacher is required to appear before any member of the Administrative or Supervisory staff or the Board or a Board committee concerning any matter which involves discipline, the teacher shall receive prior written notice of the reasons for such a meeting and his/her right to representation. Unless otherwise permitted by law, any suspension of a teacher shall be with full pay until such time as tenure charges are certified by the Board of Education. In the case of a non-tenure teacher, such suspension with pay shall run concurrent with the contractual 60 day termination clause in his/her contract and no longer.
- C. Teachers may wear pins, buttons, etc. identifying them as members of the Association or its affiliates.

ARTICLE V - TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher by certified supervisors or administrators employed by the district.
- B. Unless mutually agreed to extend, a conference between the teacher and the evaluator shall be held within five (5) working days for the purpose of identifying deficiencies, if any, and extending assistance for their correction, improving instruction, improving performance, or identifying strengths. The teacher may have a representative at his/her request. No report shall be submitted to the central office for filing, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. The teacher shall receive a copy of a formal observation, interim report and/or annual evaluation summary report within ten (10) working days following the conference and shall have ten (10) working days to return a signed copy to the evaluator with a written response if desired.

- C. A teacher shall have the right upon request to review the contents of his/her personnel file and to receive at Board expense one set of copies of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such a review.
- D. 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 an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review the material by affixing 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 provided to the Superintendent or his/her designee and attached to the file copy. The Board shall not establish any separate personnel file which is not available for the teacher's inspection.
- E. All non-tenured teachers whose contracts are not to be renewed shall receive written notification from the Superintendent of his/her intentions by the date specified in statute.

ARTICLE VI - ASSOCIATION PRIVILEGES

- A. In response to reasonable requests, the Board agrees to provide the Association with information it deems necessary for the Association to fairly represent the interests of the teachers.
- B. Association representatives involved in meetings mutually agreed to by the Board or Superintendent shall not lose pay.
- C. The Association may use school buildings for Association meetings for a reasonable length of time with the prior approval of the Superintendent.
- D. The Association may use school equipment with the prior approval of the Superintendent and reimburse the district for such use.
- E. The President of the Association or his/her designee shall receive up to three (3) days leave on a half or whole day basis for Association business, with pay, provided notice of absence is given to the Superintendent by 3:00 p.m. of the preceding school day, except for emergency. In addition, the President of the Association shall receive up to 2 days leave on a half or whole day basis, on the same terms as above, except the Association shall reimburse the Board (for a full days absence,) 1/200th of the President's or his/her designee's annual salary. The Association President shall not be assigned school or department duty.
- F. The Association shall have in each building exclusive use of a bulletin board of reasonable size in each faculty lounge and teacher's dining room. In addition, the Association shall have use of the inter-school mail facilities and mailboxes, permission to use school equipment in its place of location used for clerical purposes at reasonable times when such equipment is not in use.

ARTICLE VII - WORK YEAR/WORK DAY/WORK LOAD

- A. Teachers employed on a 10 month basis shall be employed from September 1 through June 30 and shall report to work in accordance with the calendar adopted by the Board not to exceed 183 days of work for teachers. Effective July 1, 2004, teachers employed on a 10 month basis shall be employed from September 1 through June 30 and shall report to work in accordance with the calendar adopted by the Board not to exceed 184 days of work for teachers, and not to exceed 181 days of instruction for students.

Newly hired teachers shall be required to attend two (2) additional days for orientation meetings prior to the first day for all other teachers. Newly hired teachers shall also be required to attend additional training sessions, which shall take place on regular work days and/or prior to the first day of school for all other teachers, as follows:

no prior teaching experience: 20 hours
with prior teaching experience: 10 hours

- B. Teachers shall be required to work seven (7) hours and 20 minutes each day in accordance with the time schedules adopted by the Board. Teachers shall report to work fifteen minutes prior to the beginning of the first assigned period for students and shall remain ten (10) minutes after the end of the last assigned period for students. This time shall remain unassigned; however, teachers recognize their responsibility to supervise students during the pre-student portion of their work day.
- C. Teachers shall be required to remain 60 minutes beginning at 2:45 p.m. one day per week, on either Tuesday or Thursday, for additional student contact time. Each teacher will post a notice for students, by Monday of the preceding week, stating the day he/she will be available after school. No unit member shall be compensated for after school building coverage during this time period.
- D. Teachers shall remain 50 minutes beginning at 2:45 p.m. for 2 meetings per month plus four (4) floating meeting dates scheduled by the building principal, as required by administrative or supervisory staff.
- E. 1. The weekly work load for teachers shall include:
25 teaching periods
5 school duty periods
5 department duty periods
5 prep periods*
5 lunch periods

*Preparation time shall be equivalent to one-fifth of the instructional time.

- 2a. The association and board accept the concept of an alternate schedule that may be put into effect in one or both high schools. The standard teaching schedule shall include:

Five (5) classes of instruction or their science lab/class equivalents not to exceed

58 minutes each

- One (1) lunch period (not less than 46 minutes including passing time)
- One (1) preparation period equal to one class period
- One (1) school supervisory duty period (assigned student supervisory period)
- One (1) department professional period (no assigned student supervision)

From this schedule of nine (9) periods, two (2) periods shall drop each day on a rotating basis; however, a lunch period as specified above shall be provided each day.

It is understood that every fourth day science teachers will have one-half of the allotted lunch period in order to cover lab periods.

During the department professional period, teachers may meet their students to give them help and/or to do work related to such assistance.

Lunch duty. The Board agrees that no teacher shall be assigned lunch supervision in a school following an alternate schedule. Any teacher who volunteers to perform lunch supervision will be compensated at the following rates per lunch period: \$18 (2003-2004); \$19 (2004-2005); \$20 (2005-2006). Scheduling volunteers will be flexible to accommodate teachers who volunteer to supervise lunch less than 5 days per week. Lunch supervision may be assigned to non-bargaining unit staff, including supervisors.

- 2b. Should the alternative schedule be abandoned, the workday defined in paragraph E.1 shall remain in force.
 - 2c. Teachers who travel between schools will be guaranteed the minimum prep in either paragraph E.1 or paragraph E.2a, whichever applies.
 - 3. Staff members working under Educational Services Certificates shall have comparable work loads as determined by the Administration.
 - 4a. It is recognized that the starting and ending time of the day for teachers in the Bartley Academy may be flexible, but the workweek shall not exceed the workweek for regular teachers. Bartley Academy teachers shall be guaranteed the same amount of lunch and prep time as regular classroom teachers.
 - 4b. Compensation for a teacher assigned as a collaborative subject area teacher in the Bartley Academy shall be \$500 per year. The collaborative duties may, instead, be assigned to an administrator.
 - 5. The term “department professional period” applies to the alternate schedule described in paragraph E.2a. The term “department duty” applies to the schedule described in E.1.
- F. 1. Sixth period teaching assignments will be compensated at .2 of the staff member's contractual salary. Staff members may waive compensation in return for release from a school duty.

2. Teachers who voluntarily assume an additional, temporary teaching assignment such as tutoring for the HSPT; ESL tutoring; or a special limited engagement teaching project will be compensated using the sixth period teaching assignment formula as the basis for calculation:

$$\frac{\text{Teacher's FTE Salary} \times 20\%}{200 \text{ Days}} = \text{Hourly Rate}$$

- G. 1. Internal class coverage shall be reimbursed at the following rates per period up to ten days for the same class: \$31.00 (2003-2004); \$32.00 (2004-2005); \$33.00 (2005-2006). After ten days the sixth period assignment rate will apply.
 2. When teachers perform extra duties during their department duty/department professional period, they shall be compensated at the rate negotiated for internal class coverage.
- H. After school coverage, summer curriculum work, Study Skills Resource Center, Open Gym/Summer Weight Room, Special Education Work Study/Summer, and bedside instruction will be paid at the rate of:

For 2003-2004	\$31.00 per hour
For 2004-2005	\$32.00 per hour
For 2005-2006	\$33.00 per hour

- I. The calculation of payment for teachers who agree to teach during the summer session shall be as follows:
 - Base pay (salary plus longevity exclusive of additional salary for Lead Teacher or IB Coordinator) will be divided by 200 days for a daily rate of pay. The hourly rate will be derived by dividing the daily rate by 7.5 hours.

This rate will not apply to weight room supervision or similar summer assignments which are compensated at the summer curriculum rate. It will apply, however, to board funded summer programs in art and music.

- J. Guidance counselors shall be required to work eight (8) additional days during summer recess (between the last day of school for teachers in June and the first day for teachers in the Fall). The annual salary for guidance counselors will be 104% of the salary specified in Article XIV. The assignment of any days beyond these additional eight (8) days shall consider the scheduling preferences of the Guidance Counselor and shall be compensated on a non-pensionable basis at the per diem rate.
- K. Lunchroom supervision under Article VII E.1 will be assigned as a school duty for no more than one semester during the school year. This duty will be rotated among the staff annually unless requested by a staff member.
- L. Travel between schools and for bedside instruction will be reimbursed at the IRS rate.

- M. The administration will make every effort to equalize the number of teaching preparations and teaching stations within a subject area.
- N. Teachers who travel between schools will be released from the department duty/department professional period and the school duty.
- O. When a Physical Education teacher's class load is increased by 10 or more students due to the unavailability of a substitute, that teacher shall be paid the rate for internal coverage.
- P. Expenses for all approved professional days shall be paid 100% by the Board. Costs for food at all conferences shall be reimbursed subject to the following limits:

Dinner	-	\$27.
Lunch	-	\$17.
Breakfast	-	\$10.

- Q. Teachers who apply for and are selected to serve on decision-making or advisory groups that meet regularly throughout the year shall receive an annual honorarium.

Honorariums shall be based on the following guidelines:

1. Activities which require one-half hour per week on average (e.g., Attendance Committee, Long Range Planning Council, Curriculum Advisory Board), shall be paid the following amounts per year: \$580 (2003-2004), \$600 (2004-2005); \$620 (2005-2006).
 2. Activities which require three hours of work per week on average (e.g., Intervention & Referral Services Committee) shall be paid the following amounts per year: \$3,400 (2003-2004); \$3,500 (2004-2005); \$3,600 (2005-2006). Teachers handling these activities shall devote one duty period per day to these activities.
- R. Teachers who participate in programs designed to enhance the professional growth of their colleagues shall be compensated as follows:
 1. Mentors for first year provisional and alternate route teachers shall receive annual honorariums of \$1,160 (2003-2004); \$1,200 (2004-2005); \$1,240 (2005-2006).
 2. Mentors for second and third year non-tenured teachers shall receive annual honorariums of \$580 (2003-2004); \$600 (2004-2005); \$620 (2005-2006).
 3. Mentors are required to update their training annually by attending a full day training session, which shall take place on the same day as new teacher orientation. The cost of the training will be borne by the Board. There will be no additional compensation for the training session.
 4. The Co-Curricular Salary Guide Level C, Appropriate Step serves as the base for staff reimbursement for delivery of professional development:
 - Courses

- Delayed Opening Workshops
- Open Labs
- Course Follow-Up Sessions

Payments will be made based on the following model:

- Courses (15 hours) - Level C, Appropriate Step
- All other options will be prorated based on the following formula:

$$\text{Level C Stipend} \times \text{Time (\% of 15 hours)} = \text{Reimbursement}$$

Examples:

- Delayed Opening (1.5 hours) = 10%
- Open Lab (2 hours) = 13.3%
- Follow-Up Session (5 hours) = 33.3%

S. Teachers who serve as student advisors shall be relieved of one duty period and shall receive an annual honorarium of \$580 (2003-2004); \$600 (2004-2005); \$620 (2005-2006).

T. Positions with Adjusted Teaching Load

1. Lead teachers, Assistant Athletic Directors and the International Baccalaureate Coordinators shall teach 80% of the standard teaching load.
2. Lead teachers and International Baccalaureate Coordinators shall be required to work four (4) additional days during summer recess (between the last day of school for teachers in June and the first day for teachers in the fall). The annual salary for Lead Teachers and International Baccalaureate Coordinators will be 106% of the salary specified in Article XIV. The additional 6% added to base salary shall be pensionable and shall not be less than \$3,250.

U. Any teaching/administrative vacancy which shall occur within the district for which a member may be qualified shall be made known to staff members according to the following procedures:

1. A notice shall be posted in the main offices and all faculty rooms in both buildings for a minimum of ten (10) days prior to the deadline for applications.
2. All qualified employees shall be afforded an opportunity to apply for a vacant position.
3. Successful and unsuccessful applicants shall be advised in writing of their status as soon as practicable.

V. Athletic Trainer

- a. The Athletic Trainer shall teach a maximum of two (2) classes, which shall be scheduled after lunch.

- b. The Athletic Trainer shall be required to perform trainer duties at regularly scheduled home athletic events. The Athletic Trainer will attend varsity away games only as permitted by the home athletic event schedule.

ARTICLE VIII - LEAVES OF ABSENCE

- A. Teachers shall be granted 10 sick days annually, the unused portion of which shall accumulate. The allotment for employees hired mid-year shall be prorated.
- B. Teachers shall be granted 4 personal days annually, the unused portion of which shall accumulate as sick leave. Any personal leave before or after a school break or holiday requires, except in cases of emergencies, five days prior notification to the Office of the Principal.
- C.
 - 1. Teachers shall be granted up to 5 days absence with pay within seven consecutive calendar days for the death of a parent, spouse, child, brother, sister, grandparent, grandchild, father-in-law or mother-in-law.
 - 2. One day of leave with pay shall be granted for the death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law.
 - 3. Up to three days of unused personal days may be converted to bereavement leave for non-immediate family members.
- D. Child Rearing/Maternity
 - 1. Sick days may be utilized for the actual period of disability associated with pregnancy.
 - 2. Teachers shall be granted upon request a child rearing/maternity leave (without pay) to begin immediately following the birth or period of disability. The leave shall initially be for up to one, one and one-half or two full school years. If initially for one or one and one-half school years, the teacher may request and shall be granted an extension of the leave to a maximum total leave of two full years, which request must be made by April 1 of the year preceding the second year of the leave. A teacher returning from a child rearing/maternity leave must return at the beginning of a school year or at the beginning of a semester. Staff members who are on a child rearing/maternity leave shall receive all contractual health care benefits for up to twelve full months.
 - 3. Child rearing/adoption leaves will only be granted to tenured staff.
- E. Adoption

Adoption leave shall be granted in accordance with the conditions for child rearing leave commencing with the physical custody of the child, or earlier if required by the adoption agency.
- F. Unpaid Leave

The Board may grant unpaid leaves on a case by case basis.

G. Sabbatical Leave

A Sabbatical Leave up to one year at half pay may be granted by the Board of Education to full-time professional personnel who have completed seven (7) full academic years of service to the district when, in the judgment of the Board, it will add to the professional competence of the staff member, improve the quality of the program available to the district students, and be within the financial capabilities of the Board.

Application and Approval:

1. All applications will be sent to the Superintendent on the appropriate form titled Application for Sabbatical Leave, available in the Principals' Offices, as well as the Superintendent's office.
2. Application must be received by the Superintendent no later than November 1st of the prior year.
3. All applications will be reviewed by a Sabbatical Review Committee consisting of two faculty members chosen by the staff, an administrator and the Superintendent. Formal interviews may be required of the applicants in order to evaluate each request.
4. Criteria to be used in evaluating applications will include one or more of the following:
 - (a) Number of graduate credits to be completed
 - (b) Completion of a degree program
 - (c) Completion of a degree residence requirement
 - (d) Preparation of materials for publication which will benefit the district
 - (e) Retraining in an applied or fine arts area
 - (f) Travel for direct subject benefit
5. All applicants will be notified of the outcome of their application by April 15th.
6. No more than two percent of the professional staff of the district may be on a Sabbatical Leave in any semester.

Salary and Benefits:

Salary during the sabbatical shall be one-half pay based on the applicant's step on the guide for the sabbatical period. This will include payment for any extra academic credits to which he or she would normally be entitled, but will not include any extra stipends for such extracurricular duties as coaching, special activities advisor, etc.

Salary shall be paid in equal monthly installments during the academic year. The period of sabbatical leave shall be considered as regular employment in the school district. Health insurance and similar benefits will be continued in force.

Conditions:

Upon termination of the sabbatical, the recipients will return to the West Morris Regional High School District and continue their employment for not less than three full years, unless other mutually satisfactory arrangements are made. Recipients will be restored to their former positions or to another of a nature, status and salary consistent with their professional ability. Failure to remain employed in the district for three full years after returning from a sabbatical will permit the Board to seek repayment of a prorated share of the amount paid by the Board as part of the sabbatical leave, through salary reduction or other means. Employees who are reduced in force or who retire on disability shall be exempt from this requirement.

ARTICLE IX - PAYMENT FOR ACCUMULATED SICK LEAVE

Any teacher who has worked in the district for at least ten years, upon retirement, resignation in good standing, or death, shall receive payment for accumulated sick days as follows:

For the 2003-2004 school year: \$100 per day for each unused sick day up to a maximum of \$15,000 with the option to take one lump sum payment or payout in two (2) budget years; however, the option must be selected at the time notice of resignation or retirement is received.

For the 2004-2005 school year: \$100 per day for each unused sick day up to a maximum of \$20,000. Payout will be made in two equal installments on or about July 15, 2005 and July 15, 2006.

For the 2005-2006 school year: \$100 per day for each unused sick day up to a maximum of \$15,000 with the option to take one lump sum payment or payout in two (2) budget years; however, the option must be selected at the time notice of resignation or retirement is received.

Payment under this article will be made only if written notice of resignation or retirement is received by February 1 of the school year in which the resignation or retirement is effective.

ARTICLE X - HEALTH BENEFITS

1. The Board agrees to provide medical insurance coverage equal to or better than the State Health Benefits Plan in effect during each current year. Coverage will include a Traditional plan and a POS plan as long as they remain part of the SHBP. The Board reserves the right to adopt other carriers in the future providing equal or better coverage. Should the Board change carriers, the teachers' contribution for medical coverage shall be capped at the lower dollar amount either equivalent to the 10% of dependent coverage contribution which would be required under SHBP at the time of the change or the following dollar amounts:

Traditional: Single \$0.00; Parent/Child \$535; Husband/Wife \$850; Family \$1110.
POS and HMO: Single \$0.00; Parent/Child \$150; Husband/Wife \$250; Family \$350.

If the SHBP does not offer a Traditional plan, then the teachers' contribution rate drops to 7.5% or the aforementioned dollar amounts, whichever is less.

2. The Board agrees to assume the administrative cost to implement a premium reduction program relative to employee contributions toward the cost of the health benefits program.
3. The Board agrees to provide, at no cost to the employee, dental insurance coverage equal to or better than the plan as in effect on the last day of the immediate predecessor to this Agreement. Effective July 1, 2003, the maximum annual individual benefit will be \$2,000.
4. The Board will provide, at no cost to the employee, prescription insurance coverage for the employee and dependents with the following co-pay levels:

\$5 generic/\$10 brand name. The co-pay for prescriptions available through mail order shall also be \$5 generic and \$10 brand name.
5. The Board agrees that contributions towards medical insurance coverage shall be deducted from payroll at 10% of the amount for dependent coverage as specified in SHBP rates. Any additional amounts shall be paid in full by the Board.
6. If requested by the staff member, the Board will provide a no cost pre-exposure Hepatitis B vaccination to the following staff: coaches, physical education teachers, technology teachers, art teachers, science teachers, special education teachers, and nurses. The Board will provide a no cost post-exposure Hepatitis B vaccination to any staff member who requests it. In all instances, the Board will pay the cost of vaccination to the extent not covered by health insurance.

ARTICLE XI - HEALTH BENEFITS UPON RETIREMENT

Any unit member who retires from the district and is eligible for membership in the State Health Benefits Plan must enroll in that plan and will not be allowed to continue in district Health Plans. Retirees who are not eligible for membership in the State Health Benefits Plan may elect to continue in the district's medical plan at their own expense.

Retirees may also elect to continue in the district's prescription and dental plans at their own expense. The cost of participation in medical, prescription or dental coverage shall be the actual cost of the premiums plus a one time administrative fee of twenty-five dollars (\$25.00).

ARTICLE XII - TUITION REIMBURSEMENT

- A. The Board will reimburse Unit members up to \$1,700 per year for courses taken during that time in accordance with the following requirements and subject to a Unit wide cap of \$58,000 for 2003-2004; and \$60,000 for 2004-2005 and 2005-2006.

Staff members are eligible for tuition reimbursement only if:

- a. They are taking graduate courses relating to the area of teaching responsibility or pedagogy generally at an accredited college or university.

- b. The Superintendent will determine based upon the teacher's written application in advance of taking the course whether the course qualifies for reimbursement.
- c. Approved graduate courses in the field of teaching or pedagogy generally will be reimbursed at the actual per credit tuition rate as established by the college or university up to a maximum of \$1,700 per Unit member per year.
- d. The employee shall be responsible for submitting documentation concerning the course upon application to the Superintendent for approval and upon conclusion of the course certifying that a passing grade was achieved in the course.
- e. This provision specifically excludes electives which may lead to administrative and supervisory certification and relates to graduate level courses only.
- f. Employees on unpaid leaves of absence are not eligible for tuition reimbursement.

ARTICLE XIII - MOVEMENT ON SALARY GUIDES

- A. Beginning July 1, 1988, movement to the BA+15, MA, MA+15, MA+30, or MA+45 guides will occur only if:
 - 1. Courses taken are graduate level only from an approved college or university or Board sponsored inservice courses (for graduate credit) and are in an area covered by an instructional or educational services certificate and represented by the Association. Out of district workshops will be approved and credited for movement if required to maintain a certification or license and not offered by the Board. Movement on the salary guide may occur on September 1 or February 1.
 - 2. Movement to the Master's degree guide will be subject to the provisions for course credit as listed "1".
- B. Specifically excluded from all credit toward movement on the salary guides are courses which may lead to certification and/or a Master's degree in Administration and Supervision and all courses and Master's degrees which would qualify the employee for a position outside the field of education as represented by the bargaining unit. Effective July 1, 2005, a maximum of fifteen (15) graduate credits in Administration and/or Supervision courses taken after receipt of a Masters degree may be used for advancement on the salary guide.
- C. There will be no service credit earned while on unpaid leave toward longevity, sick days and personal days. Employees on unpaid leave for more than one-half of the work year shall not receive credit toward advancement on the salary guide for that year.

ARTICLE XIV - SALARY GUIDES

2003-2004

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	40,485	42,385	44,085	45,085	46,085	47,585
2	41,500	43,400	45,100	46,100	47,100	48,600
3	42,555	44,455	46,155	47,155	48,155	49,655
4	43,635	45,535	47,235	48,235	49,235	50,735
5	44,745	46,645	48,345	49,345	50,345	51,845
6	45,855	47,755	49,455	50,455	51,455	52,955
7	47,105	49,005	50,705	51,705	52,855	54,455
8	48,545	50,445	52,295	53,245	54,595	56,095
9	50,170	52,070	53,920	54,970	56,320	57,770
10	51,935	53,835	55,685	56,835	58,185	59,635
11	53,765	55,665	57,565	58,765	59,965	61,665
12	55,670	57,570	59,470	60,670	61,870	63,570
13	57,805	59,705	61,605	62,805	64,005	65,705
14	61,005	62,905	64,805	66,005	67,205	68,905
15	64,875	66,775	68,675	69,875	71,075	72,775
16	70,315	72,215	74,115	75,315	76,515	78,215
17+	76,335	78,535	80,695	82,195	83,645	85,645

2004-2005

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	41,170	43,070	44,770	45,770	46,770	48,270
2	42,205	44,105	45,805	46,805	47,805	49,305
3	43,280	45,180	46,880	47,880	48,880	50,380
4	44,375	46,275	47,975	48,975	49,975	51,475
5	45,505	47,405	49,105	50,105	51,105	52,605
6	46,665	48,565	50,265	51,265	52,265	53,765
7	47,925	49,825	51,525	52,525	53,675	55,275
8	49,375	51,275	53,125	54,075	55,425	56,925
9	51,010	52,910	54,760	55,810	57,160	58,610
10	52,790	54,690	56,540	57,690	59,040	60,490
11	54,670	56,570	58,470	59,670	60,870	62,570
12	56,605	58,505	60,405	61,605	62,805	64,520
13	58,755	60,655	62,555	63,755	64,955	66,655
14	62,155	64,055	65,955	67,155	68,355	70,055
15	66,225	68,125	70,025	71,225	72,425	74,125
16	72,515	74,415	76,315	77,515	78,715	80,415
17+	79,150	81,350	83,510	85,010	86,460	88,460

2005-2006

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	42,070	43,970	45,670	46,670	47,670	49,170
2	43,155	45,055	46,755	47,755	48,755	50,255
3	44,255	46,155	47,855	48,855	49,855	51,355
4	45,400	47,300	49,000	50,000	51,000	52,500
5	46,580	48,480	50,180	51,180	52,180	53,680
6	47,765	49,665	51,365	52,365	53,365	54,865
7	49,075	50,975	52,675	53,675	54,825	56,425
8	50,550	52,450	54,300	55,250	56,600	58,100
9	52,210	54,110	55,960	57,010	58,360	59,810
10	54,015	55,915	57,765	58,915	60,265	61,715
11	55,945	57,845	59,745	60,945	62,145	63,845
12	58,005	59,905	61,805	63,005	64,205	65,920
13	60,180	62,080	63,980	65,180	66,380	68,080
14	63,755	65,655	67,555	68,755	69,955	71,655
15	67,875	69,775	71,675	72,875	74,075	75,775
16	74,215	76,115	78,015	79,215	80,415	82,115
17+	82,000	84,200	86,360	87,860	89,315	91,310

Longevity Pay

The West Morris Regional Education Association members will receive longevity stipends based upon their district service as follows. Effective July 1, 1998, a staff member must have served at least one year at the top of the salary guide in order to be eligible for the first level of longevity (15 - 19 years).

<u>YEARS OF SERVICE</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
15 - 19 Years	\$475.00	\$630.00	\$690.00
20 - 24 Years	\$775.00	\$930.00	\$990.00
25 Years and Over	\$1,075.00	\$1,230.00	\$1,290.00

Longevity is payable as part of contract salary. Longevity payments are prorated for part-time staff. Employees whose start date falls between September 1 and January 31 will receive full longevity pay for that year. Employees whose start date falls on or after February 1 will receive prorated (1/2) longevity effective February 1.

ARTICLE XV - PROCEDURE FOR FILLING COACHING & CO-CURRICULAR POSITIONS

- A. All coaching and co-curricular positions shall be advertised as vacancies annually within the school district.
- B. All positions shall be filled by those individuals deemed to be best qualified by the Board within the following order of preference:
 - 1. All unit employees and those non-unit employees who previously held the position. If no qualified applicant is found then;
 - 2. Non-unit and out of district staff may be considered. If no qualified applicant is found then;
 - 3. Unit staff may be assigned to the position on an annual basis, for a maximum of one year.

ARTICLE XVI - COACHING & CO-CURRICULAR SALARY GUIDES

- A. Any head coach who assumes responsibility for a vacant assistant coaching position will receive one-half the stipend for that assistant position at the same step as the head coach stipend. Teachers may continue to coach while on an approved leave of absence.
- B. If a teacher moves from an assistant coaching position to a head coaching position, the salary shall not be reduced.

- C. 1. The District will give a minimum of one (1) year of credit for each year of coaching experience in the same sport whether the experience was gained in-district or out-of-district.
- 2. Coaching longevity will be provided only for in-district experience in the same sport.
- 3. Girls' sports and boys' sports are considered the same for purposes of this Article (e.g.: girls' track and boys' track).

D. Coaching salaries shall be paid in equal payments twice per season as follows:

	<u>First Payment</u>	<u>Second Payment</u>
Fall	October 15	November 30
Winter	January 30	February 28
Spring	April 30	May 30

E. Annual stipends shall be paid in equal payments three times per year as follows:

- November 30
- February 28
- May 30

COACHING SALARY GUIDES

2003-2004

Position	Step 1	Step 2	Step 3	Step 4
Assistant Athletic Director	7,405	7,836	8,267	8,698
Football				
Head	6,019	6,450	6,881	7,312
Assistants	4,343	4,774	5,205	5,636
Wrestling & Basketball				
Head	5,126	5,557	5,988	6,419
Assistants	4,121	4,552	4,983	5,414
Soccer, Field Hockey, Gymnastics, Baseball, Softball, Lacrosse, Track, Winter Track, Ice Hockey, Volleyball, Fencing:				
Head	4,955	5,386	5,817	6,248
Assistants	3,528	3,959	4,390	4,821
Cross Country Head	4,064	4,495	4,926	5,357
Tennis				
Head	3,232	3,663	4,094	4,525
Assistant	2,405	2,729	3,052	3,375
Golf & Strength Coach	3,172	3,603	4,034	5,465
Trainer	6,599	7,030	7,461	7,892

2004-2005

Position	Step 1	Step 2	Step 3	Step 4
Assistant Athletic Director	7,565	7,996	8,427	8,858
Football				
Head	6,221	6,652	7,083	7,514
Assistants	4,545	4,976	5,407	5,838
Wrestling & Basketball				
Head	5,329	5,760	6,191	6,622
Assistants	4,281	4,712	5,143	5,574
Soccer, Field Hockey, Gymnastics, Baseball, Softball, Lacrosse, Track, Winter Track, Ice Hockey, Volleyball, Fencing:				
Head	5,115	5,546	5,977	6,408
Assistants	3,688	4,119	4,550	4,981
Cross Country Head	4,224	4,655	5,086	5,517
Tennis				
Head	3,393	3,824	4,255	4,686
Assistant	2,565	2,889	3,212	3,535
Golf & Strength Coach	3,332	3,763	4,194	5,625
Trainer	6,759	7,190	7,621	8,052

2005-2006

Position	Step 1	Step 2	Step 3	Step 4
Assistant Athletic Director	7,745	8,176	8,607	9,038
Football				
Head				
Assistants	6,417	6,848	7,279	7,710
Assistants	4,741	5,172	5,603	6,034
Wrestling & Basketball				
Head	5,524	5,955	6,386	6,817
Assistants	4,462	4,893	5,324	5,755
Soccer, Field Hockey, Gymnastics, Baseball, Softball, Lacrosse, Track, Winter Track, Ice Hockey, Volleyball, Fencing:				
Head	5,295	5,726	6,157	6,588
Assistants	3,869	4,300	4,731	5,162
Cross Country Head	4,404	4,835	5,266	5,697
Tennis				
Head	3,588	4,019	4,450	4,881
Assistant	2,746	3,069	3,392	3,716
Golf & Strength Coach	3,512	3,943	4,374	5,805

Trainer	6,939	7,370	7,801	8,232
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Longevity, all positions: \$75/yr. after 4 years, in same sport. Longevity amounts will be capped at \$1,000, with larger payments frozen for recipients now getting them.

CO-CURRICULAR ACTIVITIES SALARY GUIDES

For all years of this agreement, the following activities will be included in the levels listed below.

LEVEL A -- Marching Band, Band Front, Drama Director, Head Cheerleader Advisor, Competitive Cheerleading, AV Coordinator, Music Director, Right to Know Coordinator, Yearbook

LEVEL B -- Assistant Cheerleader Advisor, Choral Director, Instrumental Director, Orchestra Director, Newspaper, Literary Magazine, School Store, Student Council, Forensics, Intramurals, Chemical Hygiene Coordinator

LEVEL C -- Modern Dance, Chess Club, International Club, Radio Club, Peer I, Peer II, Hospitality, Stage Craft, Sound/Lighting, Gifted & Talented Coordinator, Inservice Instruction, all other Clubs*

CLASS ADVISORS - 9th - 10th - 11th - 12th Grade Advisors

GRAND MARSHAL

2003-2004 CO-CURRICULAR SALARY GUIDE

LEVEL	Step 1	Step 2	Step 3	Step 4	Long. Amt.
A	2,287	2,474	2,683	2,904	70
B	1,460	1,667	1,871	2,071	60
C	1,253	1,383	1,504	1,634	50

CLASS ADVISORS - 9th Grade 1,758
 10th Grade 2,070
 11th Grade 3,286
 12th Grade 3,761

GRAND MARSHAL - 863

2004-2005 CO-CURRICULAR SALARY GUIDE

LEVEL	Step 1	Step 2	Step 3	Step 4	Long. Amt.
A	2,292	2,479	2,688	2,909	70
B	1,465	1,672	1,876	2,076	60
C	1,258	1,388	1,509	1,639	50

CLASS ADVISORS - 9th Grade 1,828
 10th Grade 2,153
 11th Grade 3,417
 12th Grade 3,911

GRAND MARSHAL - 898

2005-2006 CO-CURRICULAR SALARY GUIDE

LEVEL	Step 1	Step 2	Step 3	Step 4	Long. Amt.
A	2,338	2,525	2,734	2,955	70
B	1,511	1,718	1,922	2,122	60
C	1,304	1,434	1,555	1,685	50

CLASS ADVISORS - 9th Grade 1,901 GRAND MARSHAL - 934
 10th Grade 2,239
 11th Grade 3,554
 12th Grade 4,067

*For all clubs, Step and Longevity based on years experience since 1988-89.

Longevity begins after year 4. Longevity amounts will be capped at \$1,000, with larger payments frozen for recipients now getting them.

ARTICLE XVII - PART-TIME TEACHERS

When a teacher is employed by contract for less than full time:

1. The teacher shall receive health benefits as specified in this agreement only if he/she is employed at .5 or greater of his/her appropriate step on guide. Teachers employed less than .5 may participate in district health plans at their own expense.
2. Part-time staff will be assigned a pro-rata share of duty periods in addition to teaching assignments.
3. Part-time staff shall receive pro-rata sick days and personal days.

ARTICLE XVIII - PROTECTION OF EMPLOYEES

- A. Whenever an employee is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave, in accordance with N.J.S.A. 18A:30-2.1.
- B. The Board shall reimburse teachers for the reasonable value of any clothing or personal property damaged or destroyed as a result of an assault upon a teacher or vandalism to a teacher's personal property.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

- A. The Board agrees that it shall not implement distance learning as an instructional methodology during the course of this contract. If distance learning is implemented during the remainder of this Agreement, staff involvement shall be voluntary. No binding practice will be established regarding terms and conditions of employment.

Dated this _____ day of _____, 2003.

ATTEST:

THE BOARD OF EDUCATION OF THE WEST
MORRIS REGIONAL HIGH SCHOOL DISTRICT

L. Douglas Pechanec
Board Secretary

By: _____

ATTEST:

THE WEST MORRIS REGIONAL
EDUCATION ASSOCIATION

Representative

By: _____

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