

CONTRACT BETWEEN

THE WEST MORRIS REGIONAL HIGH SCHOOL DISTRICT

BOARD OF EDUCATION

and

THE WEST MORRIS REGIONAL EDUCATION ASSOCIATION

July 1, 2006 through June 30, 2009

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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, 2006 to June 30, 2009:

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, athletic trainers, librarians, 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. 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.
 - 1. 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, during the first week of school, stating which of the two days he/she will be available after school for the remainder of the school year.
 - 2. In order to maintain consistency for students, the day posted by the teacher cannot be changed except as follows:
 - a. In the case of an emergency, a teacher may change the day on a temporary basis, provided that the principal is notified in writing and notice of the change is posted in advance of the change.
 - b. In the case of a change in circumstances requiring that the day be changed for the remainder of the year, the teacher must notify the principal in writing and post notice of the change at least one week in advance.
 - c. Only one change per semester under paragraphs a or b will be permitted without prior approval of the principal.
 - d. Teachers who must change the posted day due to athletic or co-curricular conflicts may work out an acceptable arrangement with the principal.
 - 3. 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: \$20.70 (2006-2007); \$21.42 (2007-2008); \$22.17 (2008-2009). 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 \$517.50 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: \$34.16 (2006-2007); \$35.36 (2007-2008); \$36.60 (2008-2009). 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. 1. 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 2006-2007	\$34.16 per hour
For 2007-2008	\$35.36 per hour
For 2008-2009	\$36.60 per hour

- 2. All athletic event personnel positions shall be posted and paid in accordance with the schedule developed by the athletic conference and approved annually by the Board.
- 3. Chaperone positions shall be posted and paid \$65.00 per event.
- 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:

		<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Dinner	-	\$27.95	\$28.93	\$29.94
Lunch	-	\$17.60	\$18.22	\$18.86
Breakfast	-	\$10.35	\$10.71	\$11.09

- 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: \$641.70 (2006-2007); \$664.16 (2007-2008); \$687.41 (2008-2009).
 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: \$3,726 (2006-2007); \$3,856.41 (2007-2008); \$3,991.38 (2008-2009). 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 \$1,283.40 (2006-2007); \$1,328.32 (2007-2008); \$1,374.81 (2008-2009).
 2. Mentors for second and third year non-tenured teachers shall receive annual honorariums of \$641.70 (2006-2007); \$664.16 (2007-2008); \$687.41 (2008-2009).

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 \$ 641.70 (2006-2007); \$664.16 (2007-2008); \$687.41 (2008-2009).

T. Positions with Adjusted Teaching Load

1. Lead teachers and Assistant Athletic Directors shall teach 80% of the standard teaching load. International Baccalaureate Coordinators shall teach 60% of the standard teaching load, however, if the number of enrolled and anticipated diploma candidates (Juniors and Seniors) is fewer than forty (40) per school, the Board may assign the IB Coordinators an additional class (up to 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.

- W. The Board will post in both buildings a notice identifying summer nursing positions needed for arranging/processing athletic physicals. The notice will indicate that at least 33 days of work will be available in total (not per nurse) for the summer. This notice will be posted by May 15, or the last day that the budget is certified by all municipalities in the District, in the event of a defeated budget. The available work will be paid at the professional rate, and will be distributed to those who have expressed interest. This paragraph will sunset on June 30, 2009.

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: \$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 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. 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:
 - Effective July 1, 2006: \$5 generic/\$10 brand name. The co-pay for prescriptions available through mail order shall also be \$5 generic and \$10 brand name.
 - Effective July 1, 2007: \$5 generic/\$12 brand name. The co-pay for prescriptions available through mail order shall also be \$5 generic and \$12 brand name.
 - Effective July 1, 2008: \$5 generic/\$15 brand name. The co-pay for prescriptions available through mail order shall also be \$5 generic and \$15 brand name.
5. 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 \$1,800 per year for courses taken during that time in accordance with the following requirements and subject to a Unit wide cap of \$70,000 for 2006-2007; \$75,000 for 2007-2008; and \$80,000 for 2008-2009.

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 \$1,800 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

2006-2007

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	43,070	44,970	46,670	47,670	48,670	50,170
2	44,205	46,105	47,805	48,805	49,805	51,305
3	45,355	47,255	48,955	49,955	50,955	52,455
4	46,550	48,450	50,150	51,150	52,150	53,650
5	47,780	49,680	51,380	52,380	53,380	54,880
6	49,040	50,940	52,640	53,640	54,640	56,140
7	50,425	52,325	54,025	55,025	56,175	57,775
8	51,975	53,875	55,725	56,675	58,025	59,525
9	53,710	55,610	57,460	58,510	59,860	61,310
10	55,615	57,515	59,365	60,515	61,865	63,315
11	57,645	59,545	61,445	62,645	63,845	65,545
12	59,805	61,705	63,605	64,805	66,005	67,720
13	62,080	63,980	65,880	67,080	68,280	69,980
14	65,780	67,680	69,580	70,780	71,980	73,680
15	70,025	71,925	73,825	75,025	76,225	77,925
16	76,490	78,390	80,290	81,490	82,690	84,390
17+	84,400	86,600	88,760	90,260	91,712	93,710

2007-2008

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	43,720	45,620	47,320	48,320	49,320	50,820
2	44,905	46,805	48,505	49,505	50,505	52,005
3	46,155	48,055	49,755	50,755	51,755	53,255
4	47,450	49,350	51,050	52,050	53,050	54,550
5	48,780	50,680	52,380	53,380	54,380	55,880
6	50,140	52,040	53,740	54,740	55,740	57,240
7	51,625	53,525	55,225	56,225	57,375	58,975
8	53,275	55,175	57,025	57,975	59,325	60,825
9	55,110	57,010	58,860	59,910	61,260	62,710
10	57,115	59,015	60,865	62,015	63,365	64,815
11	59,245	61,145	63,045	64,245	65,445	67,145
12	61,505	63,405	65,305	66,505	67,705	69,420
13	63,880	65,780	67,680	68,880	70,080	71,780
14	67,680	69,580	71,480	72,680	73,880	75,580
15	72,025	73,925	75,825	77,025	78,225	79,925
16	78,590	80,490	82,390	83,590	84,790	86,490
17+	86,700	88,900	91,060	92,560	94,012	96,010

2008-2009

Step	BA	BA+15	MA	MA+15	MA+30	MA+45
1	44,390	46,290	47,990	48,990	49,990	51,490
2	45,625	47,525	49,225	50,225	51,225	52,725
3	46,975	48,875	50,575	51,575	52,575	54,075
4	48,370	50,270	51,970	52,970	53,970	55,470
5	49,800	51,700	53,400	54,400	55,400	56,900
6	51,260	53,160	54,860	55,860	56,860	58,360
7	52,845	54,745	56,445	57,445	58,595	60,195
8	54,595	56,495	58,345	59,295	60,645	62,145
9	56,530	58,430	60,280	61,330	62,680	64,130
10	58,635	60,535	62,385	63,535	64,885	66,335
11	60,865	62,765	64,665	65,865	67,065	68,765
12	63,225	65,125	67,025	68,225	69,425	71,140
13	65,700	67,600	69,500	70,700	71,900	73,600
14	69,600	71,500	73,400	74,600	75,800	77,500
15	74,045	75,945	77,845	79,045	80,245	81,945
16	80,710	82,610	84,510	85,710	86,910	88,610
17+	89,020	91,220	93,380	94,880	96,332	98,330

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>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
15 - 19 Years	\$700.00	\$730.00	\$745.00
20 - 24 Years	\$1,000.00	\$1,030.00	\$1,055.00
25 Years and Over	\$1,300.00	\$1,330.00	\$1,365.00

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. All coaching and co-curricular positions shall be posted district-wide by May 30. Vacant positions shall be re-posted district-wide thirty (30) days prior to the start of the season.

- 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

2006-2007

Position	Step 1	Step 2	Step 3	Step 4
Assistant Athletic Director	7,816	8,247	8,678	9,109
Football				
Head	6,488	6,919	7,350	7,781
Assistants	4,812	5,243	5,674	6,105
Wrestling & Basketball				
Head	5,595	6,026	6,457	6,888
Assistants	4,533	4,964	5,395	5,826
Soccer, Field Hockey, Gymnastics, Baseball, Softball, Lacrosse, Track, Winter Track, Ice Hockey, Volleyball, Fencing:				
Head	5,366	5,797	6,228	6,659
Assistants	3,940	4,371	4,802	5,233
Cross Country Head	4,475	4,906	5,337	5,768
Tennis				
Head	3,659	4,090	4,521	4,952
Assistant	2,817	3,140	3,463	3,787
Golf & Strength Coach	3,583	4,014	4,445	4,876
Trainer	7,010	7,441	7,872	8,303

2007-2008

Position	Step 1	Step 2	Step 3	Step 4
Assistant Athletic Director	7,940	8,371	8,802	9,233
Football				
Head	6,612	7,043	7,474	7,905
Assistants	4,936	5,367	5,798	6,229
Wrestling & Basketball				
Head	5,719	6,150	6,581	7,012
Assistants	4,657	5,088	5,519	5,950
Soccer, Field Hockey, Gymnastics, Baseball, Softball, Lacrosse, Track, Winter Track, Ice Hockey, Volleyball, Fencing:				
Head	5,490	5,921	6,352	6,783
Assistants	4,064	4,495	4,926	5,357
Cross Country Head	4,599	5,030	5,461	5,892
Tennis				
Head	3,783	4,214	4,645	5,076
Assistant	2,941	3,264	3,587	3,911
Golf & Strength Coach	3,707	4,138	4,569	5,000
Trainer	7,134	7,565	7,996	8,427

2008-2009

Position	Step 1	Step 2	Step 3	Step 4
Assistant Athletic Director	8,129	8,560	8,991	9,422
Football				
Head	6,800	7,231	7,662	8,093
Assistants	5,124	5,555	5,986	6,417
Wrestling & Basketball				
Head	5,908	6,339	6,770	7,201
Assistants	4,845	5,276	5,707	6,138
Soccer, Field Hockey, Gymnastics, Baseball, Softball, Lacrosse, Track, Winter Track, Ice Hockey, Volleyball, Fencing:				
Head	5,679	6,110	6,541	6,972
Assistants	4,252	4,683	5,114	5,545
Cross Country Head	4,788	5,219	5,650	6,081
Tennis				
Head	3,972	4,403	4,834	5,265
Assistant	3,129	3,453	3,776	4,099
Golf & Strength Coach	3,896	4,327	4,758	5,189
Trainer	7,323	7,754	8,185	8,616

Longevity, all positions: \$75/yr. after 4 years, in same sport. Longevity amounts will be capped at \$1,020 for 2006-07; \$1,040 for 2007-08; \$1,060 for 2008-09, 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

2006-2007 CO-CURRICULAR SALARY GUIDE

LEVEL	Step 1	Step 2	Step 3	Step 4	Long. Amt.
A	2,350	2,537	2,746	2,967	70
B	1,523	1,730	1,934	2,134	60
C	1,316	1,446	1,567	1,697	50

CLASS ADVISORS - 9th Grade 1,991 GRAND MARSHAL - 978
 10th Grade 2,345
 11th Grade 3,723
 12th Grade 4,260

2007-2008 CO-CURRICULAR SALARY GUIDE

LEVEL	Step 1	Step 2	Step 3	Step 4	Long. Amt.
A	2,396	2,583	2,792	3,013	70
B	1,569	1,776	1,980	2,180	60
C	1,362	1,492	1,613	1,743	50

CLASS ADVISORS - 9th Grade 2,083 GRAND MARSHAL – 1,024
 10th Grade 2,454
 11th Grade 3,896
 12th Grade 4,458

2008-2009 CO-CURRICULAR SALARY GUIDE

LEVEL	Step 1	Step 2	Step 3	Step 4	Long. Amt.
A	2,431	2,618	2,827	3,048	70
B	1,604	1,811	2,015	2,215	60
C	1,397	1,527	1,648	1,778	50

CLASS ADVISORS - 9th Grade 2,179 GRAND MARSHAL – 1,070
 10th Grade 2,566
 11th Grade 4,073
 12th Grade 4,661

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

Longevity begins after year 4. Longevity amounts will be capped at \$1,020 for 2006-07; \$1,040 for 2007-08; \$1,060 for 2008-09, 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.
- C. Each building shall have a Joint Health and Safety Committee consisting of two unit members from that building appointed by the Association President, and one or more administrators selected on an as-needed basis by the Superintendent. Each committee shall meet a minimum of two times per year.
 - a. A training program for the committee shall be provided and approved by the District. The District shall bear all costs associated with this training.
 - b. The District agrees to share with the Association information related to the health and safety of association members including, but not limited to: accident and injury statistics, reports on workplace accidents, environmental test results, reports and citations from PEOSHA or other governmental agencies.

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 _____, 2007.

ATTEST:

L. Douglas Pechanec
Board Secretary

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

By: _____

ATTEST:

Representative

THE WEST MORRIS REGIONAL
EDUCATION ASSOCIATION

By: _____