

**AGREEMENT**

*between the*

**BOARD OF EDUCATION OF  
WATCHUNG HILLS REGIONAL HIGH SCHOOL DISTRICT**

*and the*

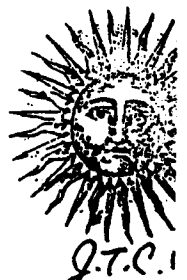
**WATCHUNG HILLS REGIONAL  
EDUCATION ASSOCIATION**



**COUNTY OF SOMERSET**

**Watchung Hills Regional High School  
108 Stirling Road  
Warren, New Jersey 07059**

**CONTRACT PERIOD July 1, 2008 through June 30, 2011**



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*J.T.P.\*  
12/18/66*

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Attached are salary guides for 2008-2009, 2009-2010 and 2010-2011. In addition, a schema for calculating Years of Experience. Finally, Schedule D is attached reflecting extra Service Compensation.

*J.T.C.\**  
*12/15/11*

**PREAMBLE**

This Agreement entered into as of the 11<sup>th</sup> day of June 2008 by and between the Board of Education of Watchung Hills Regional High School, Warren, New Jersey, hereinafter called the "Board" and the Watchung Hills Regional Education Association, hereinafter called the "Association".

**DEFINITION OF TERMS**

- A. **PROMOTIONAL OPPORTUNITY:** Any position which offers an Opportunity for greater responsibility, trust and/or requires leadership, and for which there is greater compensation and/or title for the person seeking such an appointment.
- B. **SUBJECT ASSIGNMENT:** Subjects such as World History, Latin or Algebra.
- C. **TEACHING SCHEDULE:** The teacher's assignments during the School day detailed by subject, grade level, and periods.
- D. **SUBJECT AREA:** The department, such as Social Studies, Language, or Mathematics, to which the teacher is assigned.
- E. **TEACHERS:** All professional employees represented by the Association in the negotiating unit unless otherwise indicated.
- F. **PROFESSIONAL EMPLOYEES:** Any full or part-time teacher.

**ARTICLE I.**

**RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for certified personnel under contract by the Board including:

*J.T.C.\*  
12/15/08*

1. Classroom Teachers both full and part-time, and excluding substitute teachers and other per diem teachers
2. Guidance Counselors
3. Librarians
4. Special Services
5. All Faculty Members on Extra-Service Contracts except Summer Staff and Adult School Director.
6. School Nurse(s)
7. Athletic Trainers
8. The Association does not represent the department supervisors and the Athletic Director for purposes of collective bargaining.

B. The Watchung Hills Regional Education Association shall certify to the Board of Education that it represents the majority of the certified personnel in the unit no later than October 1st of the year preceding the expiration of this contract.

## **ARTICLE II.**

### **NEGOTIATION PROCEDURES**

The parties agree to enter into collective negotiations over a successor agreement in accordance with New Jersey Employer-Employee Relations Act, as amended to reach agreement on matters concerning the terms and conditions of teachers employment. The parties agree to commence negotiations for a successor agreement according to the timetable established by the Public Employment Relations Commission. The first negotiations session will be for the purpose of establishing ground rules for the negotiations. The Association and the Board will exchange written proposals at the second negotiations session.

**ARTICLE III.**

**PERSONNEL - PRINCIPLES**

A. It is recognized that employees in the unit have the right to join the Association. Membership in, or financial contribution to the Association is not required as a condition of employment.

B. It is further agreed that neither the Association nor the Board will discriminate against any person covered by this Agreement on the basis of race, creed, color, religion, national origin, age, gender, disability or sexual orientation.

**ARTICLE IV.**

**RIGHTS PRIVILEGES AND OBLIGATIONS**

**A. BOARD RIGHTS**

In accordance with applicable laws and regulations and subject to the limitations imposed by this agreement, the Association recognizes that the Board and Administration have the responsibility and authority to arrange and direct in behalf of the public, all the operations and activities of the Watchung Hills Regional High School District.

**B. TEACHER RIGHTS**

1. Whenever any teacher is required to appear before the Superintendent or the Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association and/or a

*J.T.C.\*  
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person of his own choosing present to advise him and represent him.

2. No teacher shall be prevented from wearing reasonable identification of membership in the Association.
3. A copy of the master schedule shall be given to the Association President as early in the school year as it can be reasonably made available, but not later than September 30.
4. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
5. A supervisor, administrator or school Board shall not criticize a teacher and his/her instructional methodology in public until after the teacher has been consulted concerning the subject.
6. No grade or evaluation shall be changed by the administration or Board without consultation with the teacher involved. If the administration finds it necessary to change a grade or evaluation when school is not in session, any right to consultation shall be deemed waived if the teacher does not respond within seven days of the date a letter is mailed by the administration to the teacher concerning the change in any grade or evaluation.
7. All administrative or Board initiated correspondence shall be forwarded to the concerned party's home address on file in the Board office from last school day in June to first school day in September.

C. **ASSOCIATION RIGHTS AND PRIVILEGES**

1. The Board agrees to furnish to the Association in response to all reasonable requests such public records as are in the Board's possession, at a charge not to exceed the Board cost.

2. Association Privileges.

a. Upon arrival at the school and checking in at the office, representatives of the Association, New Jersey Education Association, National Education Association, and County Education Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal operations.

b. The Association and its representatives may use the school buildings for meetings. The principal of the building in question shall be notified in writing in advance of the time and place of all such meetings.

Arrangements for meetings at extraordinary times will have prior approval of the principal and the Association. The Association agrees to reimburse the Board of Education for any extra custodial requirements.

c. A bulletin board will be provided in the Faculty Room for the exclusive use of the Association. The Association will be responsible for material posted.

d. The Association shall be permitted the use of internal school mail and email facilities as well as the public address system after school hours for routine announcements.

e. The Association president may address the new faculty members on orientation day at a time agreed to in advance with the principal.

f. The Association shall have the right to use school equipment in the building when such equipment is not otherwise in use.



The Association shall pay for the cost of all materials and supplies incidental to such use and agrees to pay for any loss or damage to the equipment as a result of its usage.

g. Whenever any representatives of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

h. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.

i. The president of the W.H.R.E.A. shall maintain a normal teaching load and homeroom; no extra duties or special assignments will be added.

j. The Board shall provide ample office space for the Association.

#### **ARTICLE V.**

#### **GRIEVANCE PROCEDURE.**

##### **A. DEFINITION**

1. A grievance is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement, administrative decision, or Board policies affecting a teacher or group of teachers.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against

whom action might be taken in order to resolve this claim.

4. The term grievance and the procedure relative thereto shall not be deemed applicable to the following instances:

- a. Non-renewal of non-tenured teachers.
- b. Matters where the Board is without authority to act.
- c. Matters in which the Board maintains sole and unlimited discretion.
- d. Withholding of increments.
- e. Matters where a method of review is prescribed by law or by any rule, regulation, or by-law of the Commissioner of Education or the State Board of Education unless disciplinary.

**B. PURPOSE**

1. The purpose of the procedure is to determine, at the lowest possible level, the rights of the parties under the contract or, in the case of administrative decisions or Board policies, solutions to problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate member of the administration and having the problem adjusted without intervention of the Association.

3. A teacher or a group of teachers who, in person, by letter or by petition, appeal directly to the Board of Education for redress of an alleged wrong or violation of the contract agreement, thereby bypassing the grievance procedure outlined in this Article, forfeit the right to use this grievance procedure on the same problem or

complaint at a later date.

**C. PROCEDURE**

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

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth shall be reduced so that the grievance procedure may be exhausted prior to the end of the School year or as soon thereafter as is practicable.

3. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be Acceptance of the decision rendered at that level.

**D. Actual Grievance Redress Procedure**

1. Level One. A teacher with a grievance shall first discuss it with his/her immediate superior, with the objective of resolving the matter informally. Action by the aggrieved person must be initiated within thirty (30) calendar days from the date of occurrence.

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2. Level Two. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file his/her grievance in writing with the principal on the forms provided. The principal shall communicate his/her decision in writing, with reasons, to the employee within ten (10) school days of receipt of the written grievance.

3. Level Three. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file his/her grievance in writing with the Superintendent on the forms provided. The Superintendent shall communicate his/her decision in writing, with reasons, to the employee within ten (10) school days of receipt of the written grievance.

Members of the Special Services Department not later than (5) school days after receipt of the Director of Special Services decision may appeal the Director's decision to the Superintendent of Schools.

4. Level Four. If the grievance is not resolved to the employee's satisfaction, no later than fifteen (15) school days after receipt of the Superintendent's written decision, he/she may request a review by the Board of Education. The request shall be submitted in writing on the form provided through the Superintendent of Schools who shall attach all related papers and forward the request for review. The Board or a committee therefore shall review the grievance and shall, at the option of the Board or the request of a grievant, hold a hearing with the employee and render a decision in writing with

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reasons, within thirty-one (31) calendar days of receipt of the grievance by the Board, or of the date of the hearing with the employee whichever comes later.

5. Level Five.

a. A grievance to proceed to Level Five must be concerned with the interpretation or meaning or application of any of the provisions of this Agreement.

b. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Four, or in the event that the Board does not render a decision within thirty-one (31) school days after the submission of the grievance to the Board, he may, within five (5) school days after either of the above, request in writing that the Association submit his grievance to binding arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration by so notifying the superintendent within five (5) school days after receipt of the request for submission from the aggrieved person.

c. The Board and the Association shall then attempt to agree on an arbitrator. If no agreement on an arbitrator is reached within three (3) calendar days of the time that the request for binding arbitration is received by the Superintendent, then either party may submit the grievance to arbitration under the Rules of the New Jersey Public Employment Relations Commission.

d. The arbitrator so selected shall confer with representatives of the Board and the Association and begin hearings as soon as can be arranged. He shall be restricted to considering only

the question or questions submitted to him. The arbitrator shall have authority only to interpret and apply the terms of this Agreement and shall not have any authority to alter in any way the terms and conditions of this Agreement or to add any provisions thereto. The arbitrator shall issue his decision within thirty (30) calendar days after he has concluded the hearings.

e. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and decision only on the issue submitted.

f. The party against whom the binding arbitration award is rendered shall be deemed the losing party and that party shall be responsible for payment of the fees of the arbitrator.

g. Each party shall bear the total costs incurred by themselves;

**E. REPRESENTATION**

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself and/or at his option by a representative selected or approved by the Association. However, the aggrieved person has the right to only one (1) representative at Level One.

2. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all formal stages of the grievance procedures.

3. Any grievance submitted by a group shall be represented by no more than three (3) representatives for the group.

F. MISCELLANEOUS

1. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.
3. Even though a grievance has been filed and is pending all teachers shall continue to adhere to all administrative directives and Board policies until such time as the matter in dispute has been resolved through the grievance/arbitration procedure.
4. No reprisals of any kind shall be taken by the Board or any member of the administration against an individual or individuals participating in the specified grievance for such participation.
5. After the grievance procedure has been exhausted the grievance may not be resubmitted provided the grievance parties have adhered to the procedure.
6. Voluntary termination of a teaching contract by a grievant terminates any unresolved grievance after the effective termination date.

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GRIEVANCE REPORT

Grievance # \_\_\_\_\_  
Watchung Hills Regional High School

- Distribution of Form
1. Superintendent
  2. Principal
  3. Association
  4. Teacher

Summit to Principal or Immediate supervisor in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date File</u>

STEP I (level 2)

A. Date of Cause of grievance: \_\_\_\_\_

B-1 Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B-2 Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If additional space is needed in reporting Sections #1, and #2, attached an additional sheet)

_____	_____
Signature, Grievant	Date

C. Disposition by Principal or Immediate Supervisor: \_\_\_\_\_  
\_\_\_\_\_

_____	_____
Signature of Principal or Immediate Supervisor	Date

D. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_

_____	_____
Signature	Date

Step II and III are on the second sheet

*J.T.C.  
12/10/06*



STEP II (level 3)

A. Date received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP III (level 4) Board of Education

A. Date Submitted to Board of Education: \_\_\_\_\_

B. Disposition of Board of Education: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of President  
Of Board of Education

\_\_\_\_\_  
Date

NOTE: All provisions of Article of the Agreement dated JUNE 11, 2008, shall be strictly observed in the settlement of grievances.

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ARTICLE VI.

SCHOOL CALENDAR

A. The school calendar shall be established for the term of this agreement by the Board.

B. Prior to March 1st, the Association representatives shall meet with the Superintendent and make their recommendations concerning the school calendar. Final determination of the school calendar shall rest with the Board after consultation with the Association, as well as amendment thereof for good reason, subject to the right of the Association to seek clarification and make recommendations.

C. The school year shall be ten (10) calendar months, extending from approximately September 1<sup>st</sup> to June 30<sup>th</sup>. In no case will this exceed 188 days, of which 184 are student days.

D. The first day of school, the last day of school and the day of "Back to School Night" shall be half-days. The day before Thanksgiving shall be a half-day.

E. Guidance Counselors shall work five additional days during the summer and may take five vacation days when school is in session at a time approved by the principal.

F. The school nurses work five additional days during the summer and may take five vacation days when school is in session with prior notice and permission from the principal.

G. The work year for Athletic Trainers will begin in August one week prior to the commencement of Football practice and will continue until the conclusion of Spring sports.

J.T.C. \*  
12/18/09

## ARTICLE VII

### TEACHING HOURS AND TEACHING LOAD

A. Teachers shall indicate their presence for duty by entering their initials on arrival in the appropriate column of the Faculty sign-in roster. The same procedure shall be followed in signing out after they have fulfilled those professional responsibilities which require their remaining at their schools.

B. All teachers shall have a duty-free lunch period of at least twenty-five (25) minutes, but thirty (30) minutes wherever possible, excluding passing time.

C. Teachers who wish to leave the building during the unassigned period shall notify their supervisor, and/or principal or in his absence his secretary, and sign out on leaving and on return. This privilege is subject to revocation by the principal for any abuse of any individual after an initial written warning of a violation has been given to the individual teacher involved.

D. The present length of the school day shall remain in effect unless there is a change in the Board's contractual schedule. If such a change is required the subject shall be discussed with the Association, and failing agreement shall be referred forthwith to the final step of the grievance procedure, Article V, paragraph D. 5c, for expedited handling, with a recommendation to be made within 10 days of the hearing thereon.

E. Teachers schedules will be established prior to the beginning of each semester and remain fixed throughout the entire semester. Exceptions to this fixed schedule will be made by the

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Principal on a case by case basis.

F. Teachers are expected to attend one (1) faculty meeting per month and no more than two (2) department meeting per month over and above orientation meetings or special in-service training meetings. Effective July 1, 2007, departmental meetings will increase to two (2) per month.

G. The preliminary agenda for any faculty meeting shall be posted on the Association bulletin board one (1) day prior to the meeting except in an emergency. Teachers may suggest additional items. Meetings shall be no more than ninety (90) minutes.

H. Teachers will be expected to give the necessary professional time as individuals or members of committees to meet the requirements for periodic evaluation by the State Department and the Middle States Association of Secondary Schools.

I. An Association representative may make a routine announcement or hold a meeting at the end of the agenda at any faculty meeting.

J. Assignment of teachers to extra-curricular activities shall be distributed equitably among all teachers.

K. The rate of pay for personnel holding extra-service contracts shall be in accordance with Schedule D.

L. There may be included in the administrative supervisory assignments at the option of the superintendent, assignments to professional or educational duties. Half-time teachers shall teach three classes.

M. Upon request from the Principal, teachers may voluntarily

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8/21/07

accept an additional (6th) teaching period assignment. Teachers shall be compensated at the rate of 20% additional while the teaching assignment is in effect. Payment will be made on a per pay period basis. The Board agrees that this provision will not be used in situations in which a vacancy for a full-time teaching position occurs prior to the beginning of a school year.

N. Teachers shall not teach more-than three preparations to be defined as subjects, e.g. biology, chemistry, physics. Teachers in the Related Arts and Business Departments shall not teach more than four (4) preparations.

o. The present length of the school day will not be altered (6) hours and 45 minutes).

P. At the Board I s discretion, guidance counselors may be required to work a school day during the hours of 8:30 a.m. to 3:00 p.m., Mondays through Thursdays on a rotating basis.

The arrival time for guidance counselors is as follows:

8:00 a.m.	-2:30 p.m.,	7:45 a.m. Arrival
8:30 a.m.	- 3:00 p.m.,	8:15 a.m. Arrival

At the Board's discretion and with concurrence of the involved counselor, the Board may institute flexible school days during the hours of 9:00 a.m. to 3:30 p.m. with arrival time at 8:45 a.m.

Q. School Day Schedule. The schedule for the 2008-2009 School Year shall be based upon a six (6) class period + lunch rotating drop schedule. Teachers are required to report at 7:25 a.m. and remain until at least 2:40 p.m. On Fridays and the day before a holiday,

teachers shall report at 7:25 a.m. and may leave at 2:24 p.m. The WHREA will be consulted prior to any future schedule changes. A teacher cannot be assigned more than 7,560 minutes of duty per year. During the productivity period teachers may be asked to cover classes or duty of a teacher who is absent, or cover a teacher's duty when it becomes a preparation period. If the maximum 1260 minutes per year of assignable productivity period times is exceeded in the aggregate, then the rate of pay for each additional class period shall be 36 cents per minute. By way of example, in a 56 minute period, at 36 cents per minute, the total pay would be \$20.16 (36 cents/minute times 56 minutes). Teachers will not be required to cover any classes during their daily planning and preparation period. No switching of the teaching planning and preparation period with the duty period or the productivity period will be allowed unless the switching is to accommodate the provisions of this section Q.

R. Each individual department will come to an agreement on scheduling implementation. Teachers schedules will be established prior to the beginning of each semester and remain fixed throughout the entire semester. Exceptions to this fixed schedule will be by the Principal on a case by case basis.

S. Staff Development Days. Teachers shall work an additional four (4) full days for staff development (One (1) day shall be utilized for staff orientation prior to the first student day and the three (3) additional days shall be used for staff development). The programs shall be designed to meet the new 100 hours of continuing education as per State of New Jersey regulations.

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12/18/05

T. Interactive Television Assignment. A teacher assigned to teach an ITV class shall not be given a duty assignment during the first year of ITV assignment.

U. The work day for Athletic Trainers shall be as assigned by the Athletic Director taking into account the need for coverage of sporting events and practices. In recognition of the time spent beyond a normal work day, an Athletic Trainer employed for a full year shall receive, in addition to salary a stipend pursuant to Schedule D of this Agreement, in the range of five (5) to eight (8) units.

V. Scheduling Flexibility

1. All teachers shall have one (1) prep period each day which will be either forty-two (42) minutes, or the length of a regular teaching period, whichever is longer.

2. Class teaching time will not exceed thirty-seven thousand eight hundred (37,800) minutes per year. This number was calculated based upon forty two (42) minutes per period times one hundred and eighty (180) days times five (5) classes or sections that can be assigned to a teacher. Some teachers such as lab science teach more than forty-two (42) minutes per day in class, in which case they are generally assigned only four (4) classes or sections so that the 37,800 minutes per year of class contact time is not exceeded.

3. Assignable productivity period minutes shall not exceed one thousand two hundred and sixty (1,260) minutes per year. Additionally, if normal class teaching periods are forty-eight minutes or shorter, then not more than two (2) such periods will be assigned in any week. If normal class teaching periods are longer than forty-

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eight (48) minutes, then not more than three (3) such periods will be assigned in any two (2) week period.

4. The WHREA shall be consulted prior to any future schedule changes.

5. The provision of one (1) prep period each day in 1, above, shall not apply to: (i) any teacher who agrees to teach a sixth (6th) class or section for additional compensation as set forth in Article VII.M. of the contract; and (ii) any teacher who agrees to a semester of lunch room duty in exchange for no other duties for the remaining semester of the school year.

6. Teachers in the Physical Education department can be assigned six (6) classes or sections, provided that some of the meetings of those classes will be scheduled as study halls instead of gym classes; and further provided that when the total amount of time spent by the teacher in both gym classes and the study halls for those class sections does not exceed the sum of the allowable teaching time per year (37,800 minutes) plus the allowable duty minutes per year (7,560); and further provided that the total amount of the class contact time teaching gym in the scheduled gym meeting of those classes does not exceed 37,800.

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## ARTICLE VIII

### EDUCATION COUNCIL.

A. A joint educational council shall continue for the duration of the Agreement. It shall consist of three (3) members of the Board, one (1) of whom shall be the Superintendent or his designee and three (3) teachers appointed by the Association. The council shall meet at least six times, the first Wednesday of each month from October through May, except during December and January, or as the council may determine.

B. There shall be a rotating chairman who will be responsible for preparing the agenda. All members of the council shall submit items they wish to discuss at least one (1) week in advance of the meeting.

C. This council shall develop recommendations for consideration by the Administration and the Board on such matters as school calendar, teaching hours and teaching load, class size, educational specialists, non-teaching duties, teacher evaluation, teacher facilities, professional development and educational improvement, protection of teachers, students and property, maintenance of classroom control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement, extra-curricular programs, in service programs, pupil testing and evaluation, philosophy and educational goals of the pupil testing and evaluation, philosophy and educational specifications for buildings, teacher responsibilities and other matters regarding the effective operation of the Watchung Hills

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Regional High School District.

D. The primary function of the educational council is to recommend for the board consideration the establishment of policies and practices pertinent to the items suggested in Paragraph C. The council in preparing its recommendations for Board consideration shall provide written majority reports and minority reports, if any, pertaining to its recommendations.

E. In arriving at its conclusions. The council shall make use of available sources including but not limited to administration, cabinet, students, parents, etc. Council reports shall be transmitted to the superintendent for transmittal to the Board and the Association.

F. The non-acceptance of a recommendation is not subject to grievance.

G. The council shall be empowered by majority vote to form subcommittees to study and render reports to the council concerning the topics suggested in Paragraph C.

H. Meetings shall generally be held during evening hours, usually beginning at 7:30 p.m. The council, by majority vote, may invite the public to attend these conference sessions.

#### ARTICLE IX

#### NON-TEACHING DUTIES

A. Teachers shall not be required to drive students to activities which may take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or supervisor.

B. Teachers shall not be required to chaperone events not associated with extra-service contracts.

C. Effective with the beginning of the 1996 - 1997 school year, teachers will not longer be required to perform the annual P.M. supervision duty.

#### ARTICLE X.

##### TEACHER EMPLOYMENT.

A. Each newly hired teacher shall be placed at the step on the salary guide as the Board in its sole discretion shall determine, provided, however, that every teacher shall be given employment credit for military service in accordance with the provisions of N.J.S.A. 18A:29-11. Full credit shall be given upon initial employment for:

1. All military experience up to four years.
2. Pertinent teacher related experience in Peace Corps, Vista, or National Teacher Corps;
3. Actual time spent in teaching on the Fulbright Scholarship;
4. Previous outside teaching experience in a duly accredited school.

B. Teachers with previous teaching experience in the Watchung Hills Regional High School District, upon returning to the system, shall receive full credit on the salary schedule as set forth in A. above.

C. Unused sick leave days previously accumulated at watchung Hills Regional High School will be restored to all returning teachers.

D. Teachers shall be notified of their contract status, salary status, and pay schedule for the ensuing year by May 15.

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ARTICLE XI

SALARIES AND FRINGE BENEFITS.

A. The salaries of all teachers covered by this Agreement are set forth in Schedule A, B, C and D, which are attached hereto and made a part hereof.

1. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day or according to a savings bank plan as requested by the teacher.

2. Teachers employed on a ten (10) month basis are to be paid in twenty (20) installments.

3. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

B. Teachers achieving a higher salary level on the guide by reason of degree advancement shall present official certification in the form of an achievement report, transcript, or notarized statement to the Superintendent of Schools no later than the first Monday when school is in session in September or January 15, in which case salary adjustments shall be made in the second pay period in September or February respectively, retroactive to the first of said month.

C. Insurance Coverage Provided for Teachers:

1. To be eligible for the benefits set forth in this Article an employee must have a minimum of sixty (60) days of continuous employment and work a minimum of twenty (20) hours per week.

Effective August 1, 2004, the Board exercised its right to leave

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the State Health Benefit Plan and provided coverage under Horizon Blue Cross Blue Shield of New Jersey (which was equal to or better than the coverage provided under the Comprehensive Blue Cross and Blue Shield with Rider J and full Major Medical Coverage under the plan provided by the State of New Jersey Public School Employees f Health Benefits plan.) Two plans were offered: Traditional Coverage and the Open Access POS Plan (Direct Access). The POS plan offered 100% in-network coverage with a \$5 co-pay and 70%/30% out-of-network coverage of reasonable and customary charges with \$100 deductible for single coverage and \$250 deductible for other coverage as well as \$2,000 out-of-network out-of-pocket maximum for single coverage and \$5,000 out-of-network out-of-pocket maximum for other coverage. The Board continued to bear 100% of the premium cost of the new medical benefit plan for all eligible employees and their eligible dependents.

2. All employees working on or after July 1, 2008 are eligible to enroll into the Open Access POS Plan (Direct Access). This plan, for all eligible enrolled employees, offers 100% in-network coverage with a \$5 co-pay and 80%/20% out-of-network coverage for reasonable and customary charges with \$100 deductible for single coverage and \$250 deductible for other coverage and \$1,000 out-of-network out-of-pocket maximum for single coverage and \$2,500 out-of-network out-of-pocket maximum for other coverage.

3. Elimination of Traditional Health Insurance Plan - The parties agree that the Traditional Health Insurance Plan will be eliminated as of June 30, 2010 and no member of the WHREA shall be permitted to enroll in the Traditional Health Insurance Plan

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for any period after June 30, 2010. Until that time, the only members of the WHRE who can choose the Traditional Health Insurance Plan are the WHREA members who are currently enrolled in the Traditional Health Insurance Plan and who have not elected to opt-out of the Traditional Health Insurance Plan pursuant to Section 4, below. Any WHREA members who have not changed their Health Insurance Plan choice from the Traditional Health Insurance Plan will, effective July 1, 2010, automatically be moved into the Open Access POS Plan Direct Access).

4. Optional Payment for Faculty and Staff Who Move From the Traditional Health Insurance Plan to the Open Access POS Plan (Direct Access) prior to the First or Second Year of the New Contract - 80% of one year's premium difference to Switch Now (paid over two years); and 40% of one year's premium difference to switch prior to Year Two of the contract (paid in a single year) - Upon ratification of the new Contracts, the Board will seek to have its health insurance provider establish a new open enrollment period of one to two weeks in length in order to allow WHREA members who are currently enrolled in the Traditional Health Insurance Plan an opportunity to switch out of the Traditional Health Insurance Plan and into the Open Access POS Plan (Direct Access). The Board will pay to any WHREA member who is currently enrolled in the Traditional Health Insurance Plan for health insurance benefits provided by the Board and who elects to switch out of the Traditional Health Insurance Plan into the Open Access POS Plan (Direct Access) prior to June 30, 2009, the amount set forth in the applicable row and column of the Table below (with the Row determined by whether the member switching

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from the Traditional Health Insurance Plan and into Direct Access has Family, 2 Adult, Parent & Child or Single health insurance coverage paid for by the District; and with the column determined by whether the WHREA member makes the switch between the Memorandum of Agreement dated June 11, 2008 and the close of any re-opened open enrollment period that takes place by July 15, 2008 - in which case the amount will be based upon the "Switch Now" column; and if the switch takes place thereafter but prior to the end of the last open enrollment period prior to June 30, 2009, the amount will be based upon the "Switch Next Year" column.) The payments shall be made under the District's Section 125 Plan.

The amounts in the table below were calculated as 80% of one year's annual premium savings in 2007-2008 between Traditional and Direct Access at the various coverage levels for those who leave Traditional before Year One; and 40% for those who leave before Year Two.

For those who switch before Year One, the amount in the column shown "Switch Now" will be paid one-half in Year One and one-half in Year Two.

There shall be no such optional or incentive payment under this provision made to any WHREA member who is currently enrolled in the Traditional Health Insurance plan who does not elect to switch out of it and into the lower premium plan prior to the expiration of the last regular open enrollment period prior to June 30, 2009.

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Table of Amounts To Be Paid For Switching Out of Traditional

	Actual 2007-2008	Actual 2007-2008		Switch Now **	Switch Next Year
Category	Traditional	Direct Access	Difference	80% of Difference	40% of Difference
Family	\$16,777	\$13,376	\$3,401	\$2,721	\$1,360
2 Adult	\$14,336	\$11,496	\$2,840	\$2,272	\$1,136
P&C	\$9,609	\$7,627	\$1,982	\$1,586	\$793
Single	\$6,604	\$5,165	\$1,439	\$1,151	\$576

\*\* The Switch Now amounts will be paid one-half in Year One (2008-2009) and one-half in Year Two (2009-2010) of the 2008-2011 Contract.

Any employee who takes advantage of this option shall not be permitted to re-enroll in the Traditional coverage.

5. On January 1, 2005, the Board elected to initiate the Section 125 Plan. Under that Plan, effective July 1, 2005, all employees shall have the opportunity to opt-out of the district's health benefit plan or dental plan and receive 50% of the premium cost for the coverage that the employee would otherwise be entitled to receive under the Open Access POS Plan (Direct Access) or Delta Dental Plan of New Jersey. These payments will be made to the eligible employees twice per year, once in December and once in June. The opt-out decision will need to be made on an annual basis. This may be revoked by the employee should a change occur in that individual's coverage status at any time during the plan year. WHREA members who opt out of medical insurance coverage who would otherwise be entitled to receive such coverage shall be fixed at fifty percent (50%) of the 2007-2008

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premium amounts, i.e., \$6,688 for family coverage, \$5,748 for two adults; \$3,814 for parent/child, and \$2,583 for single.

6. The Board shall provide for each teacher, upon enrollment, a description of the health care insurance coverage provided under this article which shall include a clear description of conditions and limits of coverage.

7. The Board shall provide 100% of the premium cost of dental coverage for employees only. Effective July 1, 1988, or as soon thereafter as may be practicable, upgraded dental coverage will be provided for employees under the 100%-80%-50% - Delta Dental Plan of New Jersey. It is understood that the Board may substitute comparable coverage under any other plan at any time in its sole discretion.

8. In addition and effective July 1, 1988, or as soon thereafter as may be practicable, the Board shall provide the above dental coverage to employees' eligible dependents. The Board shall pay 100% of the premium cost of the coverage with the Board's liability for said payment capped at the premium rate for school years 1989-1990.

9. The Board shall provide at no cost to its employees long-term disability coverage for those unable to work for medical reasons the cause of which is not work-related accident or injury. An employee who is certified as being unable to work for medical reasons must serve a waiting period of ninety (90) calendar days or use all accumulated sick time, whichever is greater. The Board, through this long-term disability plan pays sixty-five percent (65%) of the employee's salary until age 65, less any other benefits such as Social Security disability payments.

D. Compensation for the use of private automobile for authorized Board activities shall be at the prevailing <sup>OMB</sup> ~~IRS~~ rate per mile. PMB J.T.C.

E. Teachers who are employed after the normal in-school work day to give home instruction and/or supplemental instruction to qualifying students shall be paid at the rate of \$35.00 per hour when authorized by the Board.

F. Per Diem Pay. For services required before and after the school year, the salary payment shall be pro-rated on a monthly basis.

G. The Board shall notify the Guidance Counselors by May 15th if they are required to work during the summer months.

H. The Board shall notify the Child Study Team by May 15th if they are required to work during the summer months. The Child Study Team should be paid in the same manner as Guidance Counselors are.

I. One-half time teaching staff employees shall be advanced on the salary guide one step for each year of experience.

J. Teachers must certify annually the number of eligible dependents for coverage purposes.

K. Curriculum Development. Curriculum "writing" includes the creation of the Consensus Map (course curriculum) from scratch. It does not include updates or corrections to an existing Consensus Map unless the course is being entirely rewritten, and it does not include work on the Individual Curriculum Maps (lesson plans). The Board will not pay for the work done to update or correct the Consensus Map or for the work done on the Individual Curriculum Maps.

Other Curriculum Writing Revision of curriculum for an existing course: Maximum of 10 hours at \$35 / hours

Writing Curriculum for a new course:

Maximum of 20 hours at \$35 / hour

L. Teacher Trainers. Teachers assigned to teacher training functions shall be paid at the rate of \$35.00 per hour in accordance with the following parameters:

Parameters of Teacher Training:

New Teacher Training in the Summer: Board will pay for prep and for delivery

Summer Workshops:

Board will pay for prep and for delivery

In Service Workshops:

Board will pay for prep, Board will not pay for delivery

Workshops given during the school day (Strategies for Success):  
Board will not pay for prep, Board will not pay for delivery

Workshops given after the school day:

Board will pay for prep and for delivery

M. The Athletic Trainers will be reimbursed for the use of their own vehicles to go to away games only if the Athletic Director requests that the Athletic Trainer travel separately from the team buses.

#### ARTICLE XII.

#### TEACHER ASSIGNMENT.

Each teacher shall be notified of his subject assignment for the forthcoming year prior to the last day of school. If a change in assignment is required, the affected teacher will be notified prior to the change and the teacher whose assignment is being changed shall have the right to meet with the Superintendent to express his/her views on the change in assignment. The Association will also be

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informed. A final teaching schedule will be provided to each teacher as soon as available and in no case later than the opening day of school.

### ARTICLE XIII.

#### TRANSFERS AND PROMOTION OF PERSONNEL.

A notice of vacancies and promotional opportunities within the school district shall be posted by the Board and a copy of each such notice shall be forwarded to the Association on the same day the notice is posted.

Teachers interested in applying for any of these vacancies may indicate their interest in writing to the superintendent within ten (10) days of submission of the notice to the Association. Such positions shall not be filled during this ten (10) day period.

Teachers who wish to be informed of vacancies and promotional opportunities which may occur during the summer months shall leave a statement to that effect for the Superintendent prior to the close of school in June so notice of vacancies and promotional opportunities can be mailed to them. In addition, all notices of vacancies, which occur during the summer months, shall be mailed to the President and First Vice-President of the Association. Upon receipt of this notice of vacancies or promotional opportunities, the teacher should phone immediately about his interest in this position and then apply formally by return mail.

Notice of the selection of the successful candidates will be sent directly to all applicants and the Association.

B. Summer School. Teachers interested in summer school

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positions may apply in writing to the summer school director before April 1st.

C. Teachers may request a transfer within the school district or a change in instructional and/or grade level assignments within the scope of their certificates by notifying their department head and school principal in writing prior to February 15th for the following school year.

D. Notice of an involuntary reassignment or transfer will be given to the teacher involved as soon as practical.

#### ARTICLE XIV

#### TEACHER EVALUATION.

A. Educational Objectives: A printed list of general educational objectives for the staff member will be distributed, clarified, and discussed before the end of September of each year. Departmental objectives should be printed, distributed, and discussed at a department meeting before the end of September each year.

B. The procedures set forth in this Article XIV shall not apply to guidance counselors, librarians, school nurse, and child study team members. Evaluation procedures for these employees are to be negotiated.

C. Evaluation procedures as described below will be carried out yearly for each staff member. Evaluation of a staff member will include the minimum stated below.

D. A conference will follow each observation. Staff member and

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evaluator may discuss data collected for that observation. Additional comments may be added at this time. Strengths observed should be noted and reinforced. For weaknesses observed, a goal list should be written cooperatively by staff member and evaluator, with time specified for improvement. In the event of a satisfactory observation - after which neither evaluator nor staff member see the need for a formal conference - the conference may be brief and informal, as long as both parties are satisfied nothing more need be said at this time.

E. Data collected on a staff member by the chairperson will be kept by the administrator in his office for each staff member assigned to him for evaluation.

Forms to be used by evaluators and staff will be furnished to staff members prior to any observation or evaluation.

The following forms will be used by evaluators and staff members:

1. Observation Form

The evaluator will use one of these forms to jot down observations, questions, etc. during or immediately after an observation. He/she may use specifics noted on these forms as the basis for ratings and comments and as the basis of conferences.

2. Summary Staff Evaluation Sheet for School year. A final summary evaluation will be written by the evaluator and signed, with or without comments regarding observations, conferences, omissions, etc. by the staff member. This final summary evaluation will be in triplicate: one shall be given to the staff member, one to the principal for recommendation regarding reemployment and one shall be placed in the individual's personnel folder kept in the Board Office.

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If the final evaluation is unfavorable, copies of supporting data from the teacher's folder may be forwarded to the principal with the summary evaluation forms. Thus, at the end of any school year, each staff member will have at least one summary evaluation in his/her personnel folder in the Board Office.

F. Staff Evaluation Minimums: Evaluation of staff members shall include as many formal and informal observations by subject supervisor and administrator as may be reasonable and necessary. A planned observation (i.e., one for which, the staff member has advance notice) may be encouraged, but will not be less than the minimum hereafter stated or set forth.

The following minimum number of observations will be made:

1. Non-tenured staff member:
  - a. At least one unannounced observation before the end of the first marking period, followed by a conference and possible goal setting.
  - b. A least two more observations - one planned - each followed by a conference and possible goal setting. The first of these observations will be before the end of the second marking period.
  - c. Whenever goal setting occurs, a follow up observation will be held to check on progress in meeting goals.
2. Tenured staff member  
At least two observations one unannounced and one planned - the first being before the end of the first semester. Both followed by conferences and possible goal setting. If by March 1st the subject supervisor recognizes less than satisfactory performance, at least one

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more observation evaluation is required.

For both non-tenured and tenured staff, follow-up planned observations and conferences will be held if goals were set at the first conference. The staff member should be advised of the data as required.

A staff member who needs reassurance and/or assistance should invite a subject supervisor/administrator to observe a particular class; subject supervisor/administrator should acknowledge such invitations. Staff members shall undertake self-evaluation in connection with stated teaching objectives.

#### ARTICLE XV

#### SICK LEAVE.

A. Cumulative sick leave - as defined in the New Jersey Statutes Annotated 18A:30-1.

1. Ten days absence for personal illness with full pay in any school year (18A:30-2) for ten (10) month employees. Twelve (12) days for twelve month employees.

2. Unused days of sick leave shall be accumulative without limit, beginning from the - date of the teacher's continuous employment by the Board. 18A:30-3, 3.1.

B. In all absences under this section exceeding five (5) consecutive school days, the teacher must file a physician's certificate with the principal of the school.

C. A teacher shall notify an individual designated by the administration of unavailability for work as soon as possible, but in

*J.T.C.*  
*12/1/81*



no case later than 7:00 A.M. on the day of the anticipated absence,  
except in the case of an emergency.

D. By October 1st of each year all teachers shall be given a written accounting of accumulated sick leave days as of June 30th of that calendar year.

E. Payment of unused sick-leave upon retirement. Eligibility: All full-time employees who have accumulated a minimum of forty unused sick days at the time of retirement from the district and are eligible for pension benefits as defined by N.J.S.A. 18A:66-1 et. seq., "Teacher Pension and Annuity Fund" or "Public Employees Retirement System", shall be entitled to be paid in a lump sum upon retirement in an amount to be determined in accordance with the provisions of this paragraph.

Exceptions: No employee shall be entitled to payment of this benefit upon returning from a leave of absence, other than sick leave, until said employee has completed a minimum of ten (10) months work.

Benefit: In each contract year any member of this bargaining unit who retires shall be compensated at the rate of \$109.00 per day for each day of unused accumulated sick leave to a maximum of \$10,900.00. For example, if a teacher retires during the specified year and has 40 unused sick leave days, that teacher shall receive a lump sum payment in the amount of \$4,360.00. If a teacher retires with 122 unused sick leave days during the specified year, that teacher shall receive the maximum payment of \$10,900.00. Teachers must notify the Board of their intention to retire no later than March 1st for retirement by June of the same year, or September 1 for retirement by December of the same

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year, or lose the terminal leave benefit. If there are unforeseen circumstances that would cause an employee to make the decision to retire after March 1, the Board may extend that same unused sick day benefit afforded to those who notified by March 1. Board denials of such requests will not be subject to the grievance procedure.

#### ARTICLE XVI

#### TEMPORARY LEAVES OF ABSENCE.

#### PERSONAL LEAVES.

A. **Illness in the Family.** Where personal presence is advisable because of critical illness in the teacher's immediate family, absences may be allowed with pay for five (5) school days in each school year. Additional time with pay will be granted in special emergencies at the discretion of the Superintendent.

B. **Death.** Absence due to death in the teacher's immediate family may be allowed with pay for a period not exceeding five (5) school days in each case.

In the event of the death of a teacher or student in the Watchung Hills Regional High School District, the principal or immediate supervisor of said teacher or student may grant to an appropriate number of teachers sufficient time off to attend the funeral.

C. **Quarantine.** Absences due to quarantine on account of a contagious disease when such quarantine is not due to personal illness shall be allowed with pay, provided that a certificate from the health office of a community or physician is filed with the principal.

D. **Personal Reasons.**

1. Absences for personal reasons may be granted with pay for good

cause when approved in advance by the principal. Except in cases of emergency, applications must be made to the principal or his designated representative at least three (3) days before the date on which the absence is requested. Weddings and honeymoons should be planned to coincide with vacations.

2. In addition two (2) days of absence for personal business without reason will be granted with the limits specified below:

a. No such day will be granted on a school day immediately preceding or following a vacation or holiday.

b. No more than 3% of the teachers shall be permitted such leave on any given day. Priority will be established in the order of the requests received.

3. If the accumulated absences of a teacher, including absence for illness, exceed fifteen (15) days in anyone year, all absences for personal reasons are temporarily suspended until the principal can review the case in terms of the instructional program for the students in the teacher's classes.

E. **Professional Reasons.** Up to two (2) days may be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature. This request must be made in writing to the principal stating reasons for attendance, benefits to be gained, and including a letter of invitation from the school to be visited. If permission is granted by the principal, the attending teacher must present a report of the visitation upon his return. If the principal feels that the benefits gained from a visitation will be of interest to the entire faculty, he may require a written report.

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F. **Court Order.** Absences from school by reason of subpoena by any court with jurisdiction shall be allowed with pay.

G. **Military.** Absences for examination for military services shall be allowed with pay. Leave of absence with pay for organized militia duty for reserve training shall be given according to State law.

H. **Other Leaves.** Other leaves of absence with pay may be granted by the Board.

Leave taken pursuant to this Article shall be in addition to Any sick leave except as indicated in D-3 of this Article.

#### ARTICLE XVII.

##### EXTENDED LEAVES OF ABSENCE.

A. A leave of absence without pay for up to two (2) years may be granted to any teacher who joins the Peace Corps, or serves, as an exchange teacher or overseas teacher, and is a full-time participant in such groups, or accepts a Fullbright Scholarship.

B. A teacher on tenure may be granted a leave of absence without pay for one (1) year to teach in an accredited college or university.

C. No more than three percent (3%) of the faculty shall be granted leaves for A and B at anyone time.

D. Military leave without pay shall be granted to any teacher who is inducted or enlists in the Armed Forces of the United States in accordance with New Jersey statutes.

E. A leave of absence without pay of up to one (1) year

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may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board. No increment, experience or credit will be granted, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

F. 1. A tenured teacher may request a child care leave without pay and the said leave shall be granted. The effective date and the duration of the leave shall be mutually agreed upon by the superintendent and the teacher. Early notification to the Superintendent is desirable for replacement purposes.

2. Any tenured teacher adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. The Superintendent must be notified as soon as adoption is applied for and kept up to date on the status.

3. Requests for the above leaves for non-tenured teachers will be handled on an individual basis.

4. Only accumulated sick leave as prescribed by law shall apply.

G. The Board shall grant a leave of absence to any teacher to serve in public office in accordance with the law, Title 18A:6-8.1, 8.2. No increment experience or credit will be granted for this leave nor shall such time count toward fulfillment of the time requirements for tenure purposes.

H. All requests, extensions or renewals of extended leaves shall be applied for in writing. The Superintendent shall give written

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notification of the Board I s decision to the teacher requesting the extension of the leave.

I. A teacher on tenure shall be entitled to a one year leave Of absence without pay, subject to the following conditions:

1. A tenured teacher will be entitled to such leave only After having been employed by the Board for seven years.

2. An application requesting a leave under this provision must be submitted by the teacher to the Superintendent not later than March 1 of the school year immediately preceding the school year during which the teacher requests to be on leave of absence.

3. A leave of absence under this paragraph shall not be given to more than 3% of the total teaching staff in any year. The total teaching staff for purposes of this paragraph shall be determined as of March 1, the date by which applications are to be submitted.

4. In the event applications are submitted for extended leave of absence by more than 3% of the total teaching staff, the teachers to be given the extended leaves of absence shall be determined on the Basis of those who submitted their applications first. The Superintendent shall maintain a file of requests for extended leaves of absence and the date and time each application is received in the office of the Superintendent shall be recorded on the application and placed in the extended leave file. In the event two or more teachers submit requests at the same time, for purposes of breaking a tie the teacher with the greatest longevity in the district will be granted the leave of absence.

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5. Applications for extended leave of absence may be submitted to the Superintendent commencing on the first day that all teachers are required to be present for work. No applications will be accepted prior to that date.

#### ARTICLE XVIII.

#### SABBATICAL LEAVE.

The following regulations govern the granting of a sabbatical year for the teachers:

A. Any teacher who has served in the district for a period of not less than seven (7) years may on recommendation of the

Superintendent be granted by the Board a leave of absence for a period of time up to one year for the purpose of professional improvement through study or travel. The Board shall be entitled to deny any request for sabbatical leave for budgetary reasons.

B. The teacher's request for a sabbatical should outline in detail the proposed professional improvement plan for Board review. The initial request for a sabbatical shall be made prior to November 1 of the school year previous to the year for which the leave of absence is desired. Final details shall be submitted by December 1 and shall be approved or rejected by February 15. The number of teachers that shall be permitted to take sabbatical leave in anyone year shall not exceed 4% of the total teaching staff unless the Board finds that unusual conditions make additional leaves desirable. Purpose, date of application and service will be factors in determining the number of grants within the budgetary limits for that year.

c. During this sabbatical period such teach agrees not to

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engage in any employment for remuneration without the approval of the Superintendent. In the event that a scholarship stipend is part of the sabbatical arrangements, the total cash remuneration (stipend plus sabbatical salary) may not exceed the regular annual salary of the teacher.

D. During this sabbatical leave of absence the teacher shall continue in the employ of the Board and shall receive an annual compensation equal to three-fourths of his annual salary for that year (except as provided in C above). From this compensation shall be made the regular deductions for the Teachers Pension and Annuity Fund and such other deductions that are required by law or that have been requested by the teacher.

E. As a condition for the granting of this sabbatical the teacher shall enter into a contract with the Board to continue in service for a period of at least two (2) years after the expiration of the leave of absence. Upon failure to continue, the teacher may be required to repay to the Board a sum bearing the same ratio to the amount of salary received while on sabbatical to that of the unfulfilled portion of the sabbatical contract.

F. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/ she remained actively employed in the system during the period of his/her absence.

#### ARTICLE XIX.

##### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT.

A. The Board agrees to pay the full cost of tuition and

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...other approved expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required by the administration to take.

B. The Board agrees to pay the expenses (including fees, meals, lodging and/or transportation) incurred by teachers who request permission and receive approval for attendance at work-shops, seminars, conferences, in-service training sessions or other such sessions. These expenses must be itemized for approval by the principal no later than one (1) week after the return to school.

C. Teachers shall be reimbursed for tuition payments for graduate study for all successfully completed (final grade of 8 or better and passing grade if no credit is given) and approved graduate credits up to eighteen (18) credits annually for the term of this agreement at the rate of 80%. All teachers hired to commence working on or after July 1, 2005 will be required to obtain a Master's Degree within six (6) years of initial employment. The Board shall reimburse all teachers 100% of the cost of tuition for all courses taken in the approved Master's program. Failure of any teacher hired to begin working after July 1, 2005 to complete a Master's program shall result in that teacher being frozen on step on the appropriate BA or BA+15 guide. A teacher frozen on step shall not advance to a higher step on the guide, but, rather, shall have his or her pay increased only by the amount of money by which that same step is increased from year to year. Upon completion of an approved Master's program, the teacher shall move horizontally to the MA column and vertically on the step

guide to be placed on the appropriate step (i.e., if a teacher is frozen on a step for two (2) years, and then receives his/her MA, he/she will move to the MA guide and up two steps at the time specified in the contract (fall or spring) and will receive their increased pay from that point forward). Request for extensions and exceptions will be at the discretion of the Superintendent and the Board of Education.

Fifty percent (50%) of the courses taken must be in a subject related field. Reimbursement shall be made twice a year (spring and fall).

D. In order to be eligible for tuition reimbursement, the applicant must be in the employ of the District on the date the payment is made to the employee.

The employee must provide satisfactory evidence that payment of the tuition has been made to the college or university. The employee must also provide an official transcript from the college or university and submit a completed claim form issued by the District.

An applicant wishing to be reimbursed for credits earned during the spring or summer term must be granted and have accepted employment for the following year.

#### **ARTICLE XX.**

#### **SUBSTITUTES.**

A. Since it is mutually agreed that the absence of a teacher may have an effect on the quality of instruction, it is agreed that teachers shall have lesson plans and seating charts available for substitutes except in the case of an emergency.

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**ARTICLE XXI.**

**PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY.**

A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health and safety.

B. The protection of the teacher in an event of injury or other action against his person is covered by legislation. The insurance is maintained in accordance with the statutes.

**ARTICLE XXII.**

**MISCELLANEOUS PROVISIONS.**

A. This Agreement constitutes a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. In recognition of the fact that orderly channels have been established for the peaceful and just settlement of all disputes concerning this Agreement, the Association, therefore, agrees not to undertake any work stoppages or slow downs concerning any dispute.

D. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Copies of this Agreement shall be reproduced at the expense of the Board, which shall then be presented to all teachers now employed or hereafter employed by the Board. By mutual agreement, copies shall be printed at the expense of the Board (50%) and the Association (50%) within sixty (60) days after the Agreement is signed, which shall then be presented to all teachers now employed and hereafter employed during the term of this contract.

F. Whenever any Agreement violation notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram or by registered letter, or by receipted notification, at the following addresses.

1. If by Association, to Board, at 108 Stirling Road, Warren, NJ 07059

2. If by Board, to Association, at 108 Stirling Road, Warren, NJ 07059

G. The Board agrees not to negotiate concerning said employees in the negotiation unit as defined in the Article entitled "Recognition" of this Agreement, with any organization other than the Association for the duration of this Agreement, unless the Association fails to comply with Article I.B.

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H. If the Board decides to reduce its staff, it shall determine the tenured teachers who are to be released in the manner provided in N.J.S.A. 18A:28-9 through 14, as the name may be amended, and N.J.A.C. 6:3-1.10, and any other applicable statutes or regulations. The Board shall give the Association a copy of the seniority list for tenured teachers.

In the event of a reduction in force because of a decrease in enrollment or for reasons of economy resulting in loss of a Job for a non-tenured teacher, the Board shall notify the Association of the reduction in force following the Board's decision. The notification shall contain a list of the positions to be reduced and the teachers selected for reduction. Each teacher facing reduction also will be given notice. The Superintendent will meet within ten (10) school days with the Association if the Association requests such a meeting to review and explain the Board's decision.

#### ARTICLE XXIII.

#### DUES DEDUCTION.

A. **Deduction from Salary.** The Board agrees to deduct from the salaries of its teachers dues for the Watchung Hills Regional Education Association, the Somerset County Educational Association, the New Jersey Education Association and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 311, Public Laws of 1967 (N.J.S.A. 52:14-15 9(e)) and under rules established by the State Department of Education.

**B. Representation Fee.**

**1. Purpose of Fee.**

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

**2. Amount of Fee/Notification.**

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fees to be paid by non-members will be determined by the Association in accordance with the law.

**3. Deduction and Transmission of Fee.**

a. Notification. On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about December 1 of each year the association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

b. Payroll Deduction Schedule. The Board will deduct from the salaries of the employees referred to in Section B-1, the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

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c. Termination of Employment. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.

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

e. Changes. The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

f. New Employees. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees how; began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social securities numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

**4. Hold Harmless.**

The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deductions made pursuant to this Article.

**ARTICLE XXIV.**

**AMENDMENT AND DURATION OF CONTRACT.**

A. In the negotiations leading to the signing of this contract all parties interested had the right and opportunity to discuss all matters which may be subject of collective bargaining. This Agreement constitutes the entire understanding of the parties. During the term of this Agreement, neither party shall be obligated to bargain with respect to any subject or matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either party at the time of negotiation or execution of this Agreement.

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

C. This contract, except for salaries, other monetary items, and as provided in Article VII. D. shall remain in full force and effect from July 1, 2008 through June 30, 2011 subject to the Association's right to initiate negotiations over a successor Agreement as provided in Article II.

D. This Agreement shall not be extended and it is expressly

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understood that it will expire on the date indicated except as provided in paragraph E below.

E. If at the time this Agreement would otherwise terminate the parties are negotiating for a new Agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue, and any new Agreement may be made retroactive to the date the Agreement would otherwise have terminated.

Signed and Accepted as of the 11<sup>th</sup> day of June, 2008.

Paul Seelig 24 Feb 2010

Paul Seelig, Board President

Daniel Root

Daniel Root, President WHREA

Timothy Stys

Timothy Stys, SBA/BS

James T. Carden: 2/24/10

James Carden, Negotiations Chair

# SCHEDULE A

**Watchung Hills Teacher Salary Guides for 2008-09**

Step	BA	BA15	MA	MA15	MA30	MA45	MA60	PhD
1	48,220	50,040	51,860	53,680	55,500	57,320	59,140	60,960
2	49,065	50,908	52,725	54,545	56,365	58,185	60,005	61,825
3	50,021	51,841	53,681	55,481	57,301	59,121	60,941	62,761
4	51,005	52,828	54,645	56,465	58,285	60,105	61,925	63,745
5	52,037	53,857	55,677	57,497	59,317	61,137	62,957	64,777
6	53,092	54,912	56,732	58,552	60,372	62,192	64,012	65,832
7	54,171	55,991	57,811	59,631	61,451	63,271	65,091	66,911
8	55,274	57,094	58,914	60,734	62,554	64,374	66,194	68,014
9	56,588	58,368	60,208	62,028	63,848	65,668	67,488	69,308
10	58,052	59,872	61,692	63,512	65,332	67,152	68,972	70,792
11	59,727	61,547	63,367	65,187	67,007	68,827	70,647	72,467
12	61,593	63,413	65,233	67,053	68,873	70,693	72,513	74,333
13	64,497	66,317	68,137	69,957	71,777	73,597	75,417	77,237
14	68,173	69,993	71,813	73,633	75,453	77,273	79,093	80,913
15	72,040	73,860	75,680	77,500	79,320	81,140	82,960	84,780
16	76,517	78,337	80,157	81,977	83,797	85,617	87,437	89,257
17	81,279	83,099	84,919	86,739	88,559	90,379	92,199	94,019
18	86,280	88,100	89,920	91,740	93,560	95,380	97,200	99,020

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12/18/08

# SCHEDULE B

**Watchung Hills Teacher Salary Guides for 2008-10**

Step	BA	BA15	MA	MA15	MA30	MA45	MA60	PhD
1	48,820	50,810	52,700	54,690	56,480	58,370	60,260	62,150
2	49,829	51,819	53,709	55,699	57,489	59,379	61,269	63,159
3	51,005	52,995	54,785	56,775	58,565	60,455	62,345	64,235
4	52,125	54,015	55,905	57,795	59,685	61,575	63,465	65,355
5	53,290	55,180	57,070	58,960	60,960	62,740	64,630	66,520
6	54,476	56,366	58,256	60,146	62,036	63,926	65,816	67,706
7	55,688	57,578	59,468	61,358	63,248	65,138	67,028	68,918
8	56,919	58,809	60,699	62,589	64,479	66,369	68,259	70,149
9	58,323	60,213	62,103	63,993	65,883	67,773	69,663	71,553
10	59,908	61,798	63,688	65,578	67,468	69,358	71,248	73,138
11	61,570	63,560	65,450	67,340	69,230	71,120	73,010	74,800
12	63,309	65,499	67,389	69,279	71,169	73,059	74,949	76,839
13	65,113	67,403	70,293	72,183	74,073	75,983	77,883	79,743
14	70,135	72,025	73,915	75,805	77,595	79,585	81,475	83,365
15	73,933	75,823	77,713	79,603	81,493	83,383	85,273	87,163
16	78,296	80,186	82,076	83,966	85,856	87,746	89,636	91,526
17	82,928	84,818	86,708	88,598	90,488	92,378	94,268	96,158
18	87,780	89,670	91,560	93,480	95,340	97,230	99,120	101,010

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# SCHEDULE C

**Watchung Hills Teacher Salary Guides for 2010-11**

Step	BA	BA15	MA	MA15	MA30	MA45	MA60	PhD
1	49,820	51,580	53,540	55,500	57,460	59,420	61,380	63,340
2	50,747	52,707	54,867	56,827	58,887	60,947	62,907	64,867
3	51,936	53,896	55,856	57,816	59,776	61,736	63,696	65,656
4	53,187	55,127	57,087	59,047	61,007	62,967	64,927	66,887
5	54,441	56,401	58,361	60,321	62,281	64,241	66,201	68,161
6	55,735	57,695	59,655	61,615	63,575	65,535	67,495	69,455
7	57,050	59,010	60,970	62,930	64,890	66,850	68,810	70,770
8	58,385	60,345	62,305	64,265	66,225	68,185	70,145	72,105
9	59,889	61,849	63,809	65,769	67,729	69,689	71,649	73,609
10	61,559	63,519	65,479	67,439	69,389	71,359	73,319	75,279
11	63,397	65,357	67,317	69,277	71,237	73,197	75,157	77,117
12	65,402	67,362	69,322	71,282	73,242	75,202	77,162	79,122
13	68,319	70,279	72,239	74,199	76,159	78,119	80,079	82,039
14	71,914	73,874	75,834	77,794	79,754	81,714	83,674	85,634
15	75,878	77,838	79,798	81,758	83,718	85,678	87,638	89,598
16	79,974	81,934	83,894	85,854	87,814	89,774	91,734	93,694
17	84,522	86,482	88,442	90,402	92,362	94,322	96,282	98,242
18	89,280	91,240	93,200	95,160	97,120	99,080	101,040	103,000

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Schedule D.

**EXTRA SERVICE COMPENSATION.**

2008-2009, 2009-2010, 2010-2011

1. The compensation unit shall be \$390 in the 2008-2009 school year, \$390 in the 2009-2010 school year and \$394 in the 2010-2011 school year.

2. Initial placement within this range may include consideration of previous related experience in Watchung Hills Regional High School and other schools and the competitive costs of special talents and skills at the time of the appointment.

3. Annual increment will be based upon the compensation unit within the range.

4. Creditable performance will receive one unit annually within the stated range.

5. Meritorious performance will receive part or a whole unit above the annual increment and within the stated range.

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## SCHEDULE "D"

### Extra Service Compensation

#### ATHLETIC POSITIONS

<u>ACTIVITY</u>	<u>RANGE</u>	
	Minimum	Maximum
Athletic Trainer	5	8
Athletic Trainer	5	8
Baseball - Head Coach	15	18
Baseball - Assistants (3)	10	14
Basketball - Head (men)	15	21
Basketball - Assistants (3)	10	14
Basketball - Head (women)	15	21
Basketball - Assistants (3)	10	14
Bowling - Head	10	14
Bowling - Assistant	7	10
Cheerleading Advisor (Fall)	10	14
Cheerleading Advisor (Winter)	10	14
Cheerleading JV Advisor (Fall)	6	9
Cheerleading JV Advisor (Winter)	6	9
Cross Country - Head (men)	12	15
Cross Country - Head (women)	12	15
Fencing - Head (men)	12	15
Fencing - Head (women)	12	15
Field Hockey - Head	15	18
Field Hockey -Assistant (3)	10	14
Football - Head	17	24
Football - Assistants (7)	12	16
Equipment Manager	8	12
Videographer	4	6
Golf - Head	12	15
Golf Assistant	7	10
Gymnastics - Head	12	15
Gymnastics -Assistant	7	10
Ice Hockey - Head	15	18
Ice Hockey - Assistant	10	14
Lacrosse - Head (men)	15	18
Lacrosse - Assistants (3)	10	14

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Lacrosse – Head (women)	15	18
Lacrosse – Assistants (3)	10	14
Soccer – Head (men)	15	18
Soccer – Assistants (3)	10	14
Soccer – Head (women)	15	18
Soccer – Assistants (3)	10	14
Softball - Head	15	18
Softball – Assistants (3)	10	14
Strength & Conditioning (Fall)	12	12
Strength & Conditioning (Winter)	12	12
Strength & Conditioning (Spring)	12	12
Strength & Conditioning (Summer)	12	12
Swimming –Head (men)	12	15
Swimming – Head (women)	12	15
Tennis – Head (men)	12	15
Tennis –Assistant	8	11
Tennis – Head (women)	12	15
Tennis - Assistant	8	11
Track –Head (men) (Winter)	12	15
Track –Assistant (men) (Winter)	6	8
Track – Head (men) ( Spring)	15	18
Track – Assistant (men) (Spring) (2)	10	14
Track – Head (women) (Winter)	12	15
Track – Head (women) (Spring)	15	18
Track – Assistant (women) (Spring) (2)	10	14
Ultimate Frisbee Coach (Fall)	5	7
Ultimate Frisbee Coach (Spring)	10	14
Volleyball – Head (men)	15	18
Volleyball – Assistant (men) (2)	10	14
Volleyball – Head (women)	15	18
Volleyball – Assistant (women) (2)	10	14
Wrestling – Head	15	21
Wrestling – Assistant (2)	10	14

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**SCHEDULE "D"**  
**NON-ATHLETIC**

<u>ACTIVITY</u>	<u>RANGE</u>	
	Minimum	Maximum
Academic Team	4	6
Action Against Hunger Advisor	2	4
Advanced Placement Coordinator	5	8
All School Council Advisor	10	14
Anime Club Advisor	2	4
Arrowhead Editor	10	14
Arrowhead Business Advisor	5	8
Band Director	15	21
Band Assistant	10	14
Color Guard Advisor	8	11
Instrumental Ensemble	4	6
Percussion Advisor	7	10
Jazz Ensemble	6	9
BELIEV Club Advisor	2	4
Chemistry Olympiad	2	4
Class Advisor (Freshman)	6	9
Class Advisor (Sophomore)	6	9
Class Advisor (Junior)	6	9
Class Advisor (Senior)	6	9
Community Service Coordinator	14	18
Detention Monitor (Fall)	6	8
Detention Monitor (Winter)	6	8
Detention Monitor (Spring)	6	8
Environmental Club/Environ Monitor	2	4
Folio Advisor	5	8
Future Business Leaders of America	5	7
Intramural Advisor (Fall)	4	5
Intramural Advisor (Winter)	4	5
Intramural Advisor (Spring)	4	5
Karate Club	4	5
Junior Statesman	5	7
Math Team Advisor	4	6
Math Lab Supervisor (Fall)	4	5
Math Lab Supervisor (Spring)	4	5
Mock Trial	5	7
Model UN	5	7
National Arts Honor Society	4	6
National Honor Society	4	6
Peer Leadership (3 positions)	6	8
Red Cross Club Advisor	2	4

*J.T.C.*  
*11/81*



Robotics Head	10	14
Robotics Assistant (3)	4	6
School Store Advisor	5	8
Science League Advisor - Bio 1	2	4
Science League Advisor - Bio 2	2	4
Science League Advisor - Chemistry 1	2	4
Science League Advisor - Chemistry 2	2	4
Science League Advisor - Physics 1	2	4
Science League Advisor - Physics 2	2	4
<b><u>SCRIPT AND CUE POSITIONS:</u></b>		
Advisor	3	5
Director -Play (Fall)	10	16
Director -Musical (Spring)	7	10
Choreographer (Spring)	7	10
Business Manager	5	8
Costume Advisor (Fall)	2	4
Costume Advisor (Spring)	2	4
Lighting Design Advisor (Fall)	2	4
Lighting Design Advisor (Spring)	2	4
Script and Cue Musical Conductor (Spring)	10	16
Set Design Advisor (Fall)	2	4
Set Design Advisor (Spring)	2	4
Stage Crew Advisor (Fall)	4	6
Stage Crew Advisor (Spring)	6	9
Ski Club	2	3
Theater - Dance Ensemble Advisor	7	10
Theater -International Thespian	2	4
Waxman Student Scholar Program	5	8
Writing Lab (Fall)	4	8
Writing Lab (Winter)	4	8
Writing Lab (Spring)	4	8
Year Book Editor	10	14
Year Book Assistant Advisor (2)	6	9
Year Book Business Advisor	5	8
<i>1 Installment in June for Clubs only except otherwise noted</i>		

**Detention Monitor Hourly Rates (\$)**

Detention Coverage	\$25.00
Extended Hours Coverage	\$25.00

# Watchung Hills Regional High School

## Experience Chart

For New Hires

<u>Years of Experience</u>	<u>Step at Hire</u>
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9	10
10	11
11	12
12-14	13
15-17	14
18	15
19-20	16
21	17
22+	18

**\*Please note that this Experience Chart is used only for placement of new hires on the salary guide.**

*J.T.P.  
12/18/09*