

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, 2011 through June 30, 2014

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Attached are salary guides for 2011-2012, 2012-2013 and 2013-2014. Finally, Schedule D is attached reflecting extra Service Compensation

PREAMBLE

This Agreement entered into as of the First day of July 2011 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:

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 on 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 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.

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.

k. The Association President shall be granted up to two (2) days' paid leave per school year for attendance at legal or PERC proceedings or where otherwise necessary to provide necessary Association assistance to members of any collective negotiations unit represented by the Association. It is understood and agreed that the total amount of such leave shall not exceed two days for all

negotiations units combined.

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.

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 thereof 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 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.

GRIEVANCE REPORT

Grievance # _____
Watchung Hills Regional High School

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

Submit to Principal or Immediate Supervisor in Duplicate

Building Assignment Name of Grievant Date Filed

STEP I (level 2)

A. Date Cause of grievance: _____

B-1 Statement of Grievance: _____

B-2 Relief Sought _____

(If additional space is needed in reporting Sections #1 and #2, attach 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

Steps II and III are on the second sheet

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 of
Decision

NOTE: All provisions of Article of the Agreement dated _____, 20____,
Shall be strictly observed in the settlement of grievances.

ARTICLE VI.

SCHOOL CALENDAR

A. The school calendar shall be established annually 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 1st to June 30th. 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 after "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.

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 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 meetings per month over and above orientation meetings or special in-service training meetings.

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 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'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. The productivity period may also be utilized for professional activities or functions, including collaborative meetings with colleagues, student assistance, lesson planning, PLC's or professional development. 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.

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-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.

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 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 no 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.

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 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' 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 Indemnity Health Insurance Plan

- The parties agree that the Traditional Indemnity Health Insurance Plan was eliminated as of June 30, 2010 and no member of the WHREA shall be permitted to enroll in the Traditional Indemnity Health Insurance Plan for any period after June 30, 2010.

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

5. 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.

6. 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.

7. 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.

8. 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 a private automobile for authorized Board activities shall be at the prevailing OMB rate per mile.

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 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 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 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. 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. At 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 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.

G. All security cameras located on school grounds are primarily intended to be used for purposes of ensuring safety and security, but may be used for other District purposes. All use of cameras and related video systems for safety or security purposes is solely within the District's discretion and managerial prerogative. If the Board intends to use specific security camera video recordings in its possession for purposes of discipline or evaluation of an employee, it will provide prior notice to the affected employee of its intention to utilize such recording(s).

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 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., "Teachers' 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 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. Absences due to death in the employee's immediate family (defined herein as spouse, domestic partner [N.J.S.A. 26:8A-3], civil union partner [N.J.S.A. 37:1-29], child, mother, father, sister, brother, mother-in-law and father-in-law) may be allowed with pay for a period not exceeding five (5) consecutive school days in each case. Such leave is for the purpose of arranging for and attending the funeral and a brief period of mourning in close proximity to the date of death, or to attend a memorial service within sixty (60) days of the date of death.

Employees shall be granted up to one (1) bereavement day to attend the funeral, memorial service (within 60 days of death) or

cremation of another relative or close friend not included in the above definition of immediate family member. No more than a total of two (2) such one-day leaves shall be granted to an employee per school year.

In the event of extenuating circumstances, the 60-day restriction on proximity of a memorial service to date of death may be waived with the approval of the Superintendent.

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 any one 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.

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 Fulbright 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 any one 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 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 notification of the Board'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.

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 any one 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 teacher agrees not to 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 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 B 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%.

Eligibility for tuition reimbursement shall be in accordance with the provisions of N.J.S.A. 18A:6-8.5 and 8.6. The Board's total annual maximum reimbursement obligation for Professional Development graduate course tuition reimbursement for eligible applicants hereunder shall be capped at the following amounts:

2011-12: \$75,000

2012-13: \$82,500

2013-14: \$90,750

Reimbursement shall be made twice a year (spring and fall) in the order in which teachers received prior course approval. Once the annual maximum amount is reached, no further reimbursement will be made to any teachers, irrespective of prior course approval.

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.

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.

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 same may be amended, and *N.J.A.C.* 6A:32-5.1, 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.

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 who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security 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.

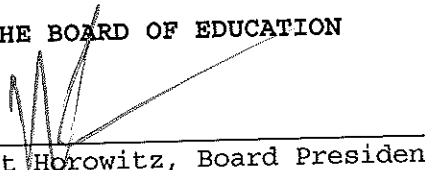
C. This contract, except for salaries, other monetary items, and as provided in Article VII.D. shall remain in full force and effect from July 1, 2011 through June 30, 2014 subject to the Association's right to initiate negotiations over a successor Agreement as provided in Article II.

D. This Agreement shall not be extended and it is expressly understood that it will expire on the date indicated except as provided in paragraph E below.

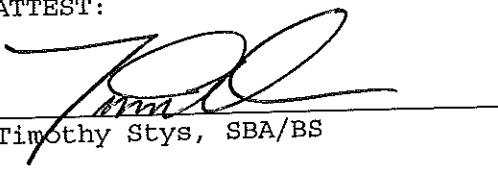
E. If at the time this Agreement would otherwise terminate the parties are negotiating for a new Agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue, and any new Agreement may be made retroactive to the date the Agreement would otherwise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

Signed and Accepted this ____ day of _____, 2013.

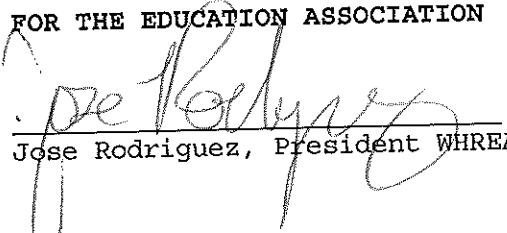
FOR THE BOARD OF EDUCATION


Robert Horowitz, Board President

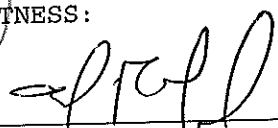
ATTEST:



Timothy Stys, SBA/BS

FOR THE EDUCATION ASSOCIATION


Jose Rodriguez, President WHREA

WITNESS:

 5/22/2013
Michael Gangloff
Negotiations Chair

 5/22
Michele Lettington
Negotiations Chair

SCHEDULE A
Watchung Hills Teacher Salary Guides for 2011-12

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	49,802	51,762	53,722	55,682	57,642	59,602	61,562	63,522
2	50,929	52,889	54,849	56,809	58,769	60,729	62,689	64,649
3	52,118	54,078	56,038	57,998	59,958	61,918	63,878	65,838
4	53,349	55,309	57,269	59,229	61,189	63,149	65,109	67,069
5	54,623	56,583	58,543	60,503	62,463	64,423	66,383	68,343
6	55,917	57,877	59,837	61,797	63,757	65,717	67,677	69,637
7	57,232	59,192	61,152	63,112	65,072	67,032	68,992	70,952
8	58,567	60,527	62,487	64,447	66,407	68,367	70,327	72,287
9	60,071	62,031	63,991	65,951	67,911	69,871	71,831	73,791
10	61,741	63,701	65,661	67,621	69,581	71,541	73,501	75,461
11	63,579	65,539	67,499	69,459	71,419	73,379	75,339	77,299
12	65,584	67,544	69,504	71,464	73,424	75,384	77,344	79,304
13	68,501	70,461	72,421	74,381	76,341	78,301	80,261	82,221
14	72,096	74,056	76,016	77,976	79,936	81,896	83,856	85,816
15	75,858	77,818	79,778	81,738	83,698	85,658	87,618	89,578
16	80,156	82,116	84,076	86,036	87,996	89,956	91,916	93,876
17	84,704	86,664	88,624	90,584	92,544	94,504	96,464	98,424
18	89,462	91,422	93,382	95,342	97,302	99,262	101,222	103,182

SCHEDULE B

Watchung Hills Teacher Salary Guides for 2012-13

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	49,893	51,853	53,813	55,773	57,733	59,693	61,653	63,613
2	51,020	52,980	54,940	56,900	58,860	60,820	62,780	64,740
3	52,209	54,169	56,129	58,089	60,049	62,009	63,969	65,929
4	53,440	55,400	57,360	59,320	61,280	63,240	65,200	67,160
5	54,714	56,674	58,634	60,594	62,554	64,514	66,474	68,434
6	56,008	57,968	59,928	61,888	63,848	65,808	67,768	69,728
7	57,323	59,283	61,243	63,203	65,163	67,123	69,083	71,043
8	58,658	60,618	62,578	64,538	66,498	68,458	70,418	72,378
9	60,162	62,122	64,082	66,042	68,002	69,962	71,922	73,882
10	61,832	63,792	65,752	67,712	69,672	71,632	73,592	75,552
11	63,670	65,630	67,590	69,550	71,510	73,470	75,430	77,390
12	65,675	67,635	69,595	71,555	73,515	75,475	77,435	79,395
13	68,592	70,552	72,512	74,472	76,432	78,392	80,352	82,312
14	72,187	74,147	76,107	78,067	80,027	81,987	83,947	85,907
15	75,949	77,909	79,869	81,829	83,789	85,749	87,709	89,669
16	80,247	82,207	84,167	86,127	88,087	90,047	92,007	93,967
17	84,795	86,755	88,715	90,675	92,635	94,595	96,555	98,515
18	89,553	91,513	93,473	95,433	97,393	99,353	101,313	103,273

SCHEDULE C

Watchung Hills Teacher Salary Guides for 2013-14

STEP	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	50,021	51,981	53,941	55,901	57,861	59,821	61,781	63,741
2	51,148	53,108	55,068	57,028	58,988	60,948	62,908	64,868
3	52,337	54,297	56,257	58,217	60,177	62,137	64,097	66,057
4	53,568	55,528	57,488	59,448	61,408	63,368	65,328	67,288
5	54,842	56,802	58,762	60,722	62,682	64,642	66,602	68,562
6	56,136	58,096	60,056	62,016	63,976	65,936	67,896	69,856
7	57,451	59,411	61,371	63,331	65,291	67,251	69,211	71,171
8	58,786	60,746	62,706	64,666	66,626	68,586	70,546	72,506
9	60,290	62,250	64,210	66,170	68,130	70,090	72,050	74,010
10	61,960	63,920	65,880	67,840	69,800	71,760	73,720	75,680
11	63,798	65,758	67,718	69,678	71,638	73,598	75,558	77,518
12	65,803	67,763	69,723	71,683	73,643	75,603	77,563	79,523
13	68,720	70,680	72,640	74,600	76,560	78,520	80,480	82,440
14	72,315	74,275	76,235	78,195	80,155	82,115	84,075	86,035
15	76,077	78,037	79,997	81,957	83,917	85,877	87,837	89,797
16	80,375	82,335	84,295	86,255	88,215	90,175	92,135	94,095
17	84,923	86,883	88,843	90,803	92,763	94,723	96,683	98,643
18	89,681	91,641	93,601	95,561	97,521	99,481	101,441	103,401

SCHEDULE D.

EXTRA SERVICE COMPENSATION.

2011-2012 through 2013-2014

1. The compensation unit shall be \$394 for the term of this Agreement.

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 on 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.

Schedule "D"
Extra Service Compensation

ATHLETIC POSITIONS

Activity	Range	
	Minimum	Maximum
Athletic Trainer	5	8
Athletic Trainer	5	8
Baseball		
Head Coach	15	18
Assistants (3)	10	14
Basketball		
Head (Men)	15	21
Assistants (3)	10	14
Head (Women)	15	21
Assistants (3)	10	14
Bowling		
Head	10	14
Assistant	7	10
Cheerleading		
Varsity Advisor (fall)	10	14
Varsity Advisor (winter)	10	14
JV Advisor (fall)	6	9
JV Advisor (winter)	6	9
Cross Country		
Head (Men)	12	15
Head (Women)	12	15
Assistant (Cross-Country)	6	8
Fencing		
Head (Men)	12	15
Head (Women)	12	15
Field Hockey		
Head	15	18
Assistant (3)	10	14
Football		
Head	17	24
Assistants (7)	12	16
Equipment Manager	8	12
Videographer	4	6
Golf		
Head	12	15
Assistant	7	10
Gymnastics		
Head	12	15

Assistant	7	10
Ice Hockey		
Head	15	18
Assistant	10	14
Lacrosse		
Head (Men)	15	18
Assistants (3)	10	14
Head (Women)	15	18
Assistants (3)	10	14
Soccer		
Head (Men)	15	18
Assistants (3)	10	14
Head (Women)	15	18
Assistants (3)	10	14
Softball		
Head	15	18
Assistants (3)	10	14
Strength & Conditioning	12	12
(Fall)		
Strength & Conditioning (Spring)	12	12
Strength & Conditioning (Winter)	12	12
Strength & Conditioning (Summer)	12	12
Swimming		
Head (Men)	12	15
Head (Women)	12	15
Tennis		
Head (Men)	12	15
Assistant	8	11
Head (Women)	12	15
Assistant	8	11
Track		
Head (Men) (Winter)	12	15
Assistant (Men) (Winter)	6	8
Head (Men) (Spring)	15	18
Assistant (Men) (Spring)(2)	10	14
Head (Women) (Winter)	12	15
Head (Women) (Spring)	15	18
Assistant (Women) (Spring)(2)	10	14
Ultimate Frisbee Coach (Fall)	5	7
Ultimate Frisbee Coach (Spring)	10	14

Volleyball

Head (Men)	15	18
Assistant (Men) (2)	10	14
Head (Women)	15	18
Assistant (Women) (2)	10	14

Wrestling

Head	15	21
Assistant (2)	10	14

NON-ATHLETIC

Activity	Range	
	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
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 Advisor	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	2	4
Folio Advisor	5	8
Future Business Leaders of America	5	7
Intramural Advisor	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 Trail	5	7
Model UN	5	7
National Arts Honor Society	4	6
National Honor Society	4	6
Peer Leadership	6	8
Red Cross Club Advisor	2	4
Robotics		
Head	10	14
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
Script and Cue		
Advisor	3	5
Director – Play	10	16
Director – Musical	7	10
Choreographer (spring)	7	10
Business Manager	5	8
Costume Advisor (Fall)	2	4
Costume Advisor (Spring)	2	4
Lighting Design Advisor (Spring)	2	4
Lighting Design Advisor (Fall)	2	4
Script and Cue Play/Band Director (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
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

1 Installment in June for clubs only except otherwise noted

Detention Monitor Hourly Rates (\$)

Detention Coverage **25.00**

Extended Hours Coverage **25.00**