AGREEMENT

between the

BOARD OF EDUCATION OF

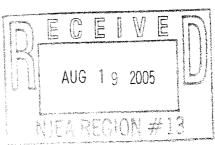
WATCHUNG HILLS REGIONAL HIGH SCHOOL DISTRICT

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, 2004 through June 30, 2005 and CONTRACT PERIOD July 1, 2005 through June 30, 2008

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Attached are salary guides for 2004-2005, 2005-2006, 2006-2007 and 2007-2008. In addition, a schema for calculating Years of Experience. Finally, Schedule D is attached reflecting extra Service Compensation

PREAMBLE.

This Agreement entered into this 17 day of June, 2005 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.

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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 time table 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.

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- 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.

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- 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 proceeding, 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.

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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, however, be extended by mutual agreement.

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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.

Members of the Special Services Department shall submit Level Two grievances to the Director of Special Services who shall communicate his/her decision within ten (10) school days of receipt of the written grievance.

3. <u>Level Three.</u> 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. <u>Level Four.</u> 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, may request

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- 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 Employees Relations Commission.
- The arbitrator so selected shall confer 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 The arbitrator shall issue his decision within thirty thereto. (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.

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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.

STEP II (level 3)

| | | Designee: | |
|------------------|---|--|----------|
| B. Disposition | of Superintendent or Des | signee: | |
| | | | |
| | | | |
| | | Signature | Date |
| C. Position of G | ireivant and /or Associati | ion: | |
| | | | |
| | | | |
| | | Signature | Date |
| • | Step III (level 4 | Board of Education | |
| A. Date Submitte | ed to Board of Education | ı: | |
| | | | |
| | | | |
| | | Signature of President | Date of |
| | | of Board of Education | Decision |
| | | • | |
| NOTE: All provi | isions of Article of the A strictly observed in the so | greement datedettlement of grievances. | _, 20, |

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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 the 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 and the length of periods 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.

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- L. Full-time teachers shall have each week twenty-five (25) class assignments, five (5) teacher preparation periods and five (5) administrative supervisory assignments. 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. There shall be a straight eight period schedule. 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.

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- 5. Teachers will not be required to cover any classes during their daily teacher planning and preparation period. No switching of the teacher planning and preparation period, duty period or productivity period will be allowed.
- 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 made by the Principal on a case by case basis.
- S. Staff Development Days. Beginning on July 1, 2005, 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.

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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.

- 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.

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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 hired to begin working on or after July 1, 2005 will be 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 our-of-network out-of-pocket maximum for single coverage and \$2,500 out-of-network out-of-pocket maximum for other coverage.
- 3. All employees hired to begin working on or before June 30, 2005 will have the opportunity to participate in an open enrollment for an effective date of July 1, 2005 should they choose to change coverage. After the Board established open enrollment period for

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 IRS rate per mile.

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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.

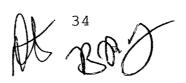
Teachers who wish to be informed of vacancies and promotional opportunities which may occur during the summer months shall leave

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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



forms. Thus, at the end of any school, 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 $1^{\rm st}$

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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

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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.

1997 140 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 service 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 programs, or accepts a Fullbright Scholarship.



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.



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

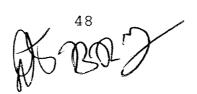


ARTICLE XIX.

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 workshops, 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%.

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



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.

\$50 \$50 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. 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 the



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

54 BD 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.

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 17 day of June, 2005.

Barbara Vitarius Board President

Donald Sternberg, SBA/Board Secretary

Brian Furry, President, WHREA

Daniel Root, Past President, WHREA

Andrew Horun, Negotiations Chair

FRD 58

Schedule D

Extra Service Compensation Activity Range Minimum Maximum Athletic Trainer (Fall) 12 17 Athletic Trainer (Spring) 12 17 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) 9 6 **Cross Country** Head (Men) 12 15 Head (Women) 12 15 **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 **Gymnastics** Head 12 15 Ice Hockey Head 15 18 Assistant 10 14 Lacrosse 15 Head (Men) 18 Assistants (3) 10 14

15

10

Head (Women)

Assistants (3)

14 B

18

| Activity | Range | | | |
|---|------------------|---------|--|--|
| | Minimum | Maximum | | |
| Academic Team | 4 | 6 | | |
| Advanced Placement Coordinator | 5 | 8 | | |
| Advisors (Class) (4) | 6 | 9 | | |
| All School Council Advisor | 10 | 14 | | |
| Arrowhead Editor | 10 | 14 | | |
| Arrowhead Business Advisor | 5 | 8 | | |
| Band | | | | |
| Director | 15 | 21 | | |
| Assistant | 10 | 14 | | |
| Percussion Advisor | 7 | 10 | | |
| Color Guard Advisor | 8 | 11 | | |
| Community Service Coordinator | 14 | 18 | | |
| Detention Monitor (fall) | 6 | 8 | | |
| Detention Monitor (winter) | 6 | 8 | | |
| Detention Monitor (spring) | 6 | 8 | | |
| Detention Coverage | \$25.00 per hour | | | |
| Extended Hours Coverage | \$25.00 per hour | | | |
| Folio Advisor | 5 | 8 | | |
| Future Business Leaders of America | 5 | 7 | | |
| 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 Honor Society | 4 | 6 | | |
| Peer Leadership | 6 | 8 | | |
| Robotics | | | | |
| Head | 10 | 14 | | |
| Assistant | 4 | 5 | | |
| School Store Advisor | 5 | 8 | | |
| Script and Cue | | | | |
| Advisor | 15 | 21 | | |
| Musical and Vocal Director | 10 | 16 | | |
| Technical Director | 8 | 11 | | |
| Choreographer (spring) | 7 | 10 | | |
| Business Manager | 5 | 8 | | |
| Writing Lab (fall) | 4 | 8 | | |
| Writing Lab (winter) | 4 | 8 | | |
| Writing Lab (spring) | 4 | 8 | | |
| Year Book Editor | 10 | 14 | | |
| Year Book Business Advisor | 5 | 8 | | |
| 1 installment in June except as otherwise | | U | | |

1 installment in June except as otherwise noted

Schedule A: Watchung Hills Regional Teacher Salary Guide for 2004-2005

| Step | BA | BA+15 | MA | MA+15 | MA+30 | 144.45 | 144.00 | All Doctoral |
|------|--------|--------|--------|--------|--------|----------------|--------|--------------|
| | | | | 1 | | MA+45 | MA+60 | Degrees |
| 1 | 45,905 | 47,180 | 48,455 | 49,730 | 51,005 | 52,280 | 53,555 | 54,830 |
| 2 | 46,505 | 47,780 | 49,055 | 50,330 | 51,605 | 52,880 | 54,155 | 55,430 |
| 3 | 47,105 | 48,380 | 49,655 | 50,930 | 52,205 | 53,480 | 54,755 | 56,030 |
| 4 | 47,705 | 48,980 | 50,255 | 51,530 | 52,805 | 54,080 | 55,355 | 56,630 |
| 5 | 48,305 | 49,580 | 50,855 | 52,130 | 53,405 | 54,680 | 55,955 | 57,230 |
| 6 | 49,010 | 50,285 | 51,560 | 52,835 | 54,110 | 55,385 | 56,660 | 57,935 |
| 7 | 49,805 | 51,080 | 52,355 | 53,630 | 54,905 | 56,180 | 57,455 | 58,730 |
| 8 | 50,705 | 51,980 | 53,255 | 54,530 | 55,805 | 57,080 | 58,355 | 59,630 |
| 9 | 51,705 | 52,980 | 54,255 | 55,530 | 56,805 | 58,080 | 59,355 | 60,630 |
| 10 | 52,850 | 54,125 | 55,400 | 56,675 | 57,950 | 5 9,225 | 60,500 | 61,775 |
| 11 | 54,050 | 55,325 | 56,600 | 57,875 | 59,150 | 60,425 | 61,700 | 62,975 |
| 12 | 55,650 | 56,925 | 58,200 | 59,475 | 60,750 | 62,025 | 63,300 | 64,575 |
| 13 | 57,900 | 59,175 | 60,450 | 61,725 | 63,000 | 64,275 | 65,550 | 66,825 |
| 14 | 61,150 | 62,425 | 63,700 | 64,975 | 66,250 | 67,525 | 68,800 | 70,075 |
| 15 ´ | 64,855 | 66,130 | 67,405 | 68,680 | 69,955 | 71,230 | 72,505 | 73,780 |
| 16 | 69,590 | 70,865 | 72,140 | 73,415 | 74,690 | 75,965 | 77,240 | 78,515 |
| 17 | 74,560 | 75,835 | 77,110 | 78,385 | 79,660 | 80,935 | 82,210 | 83,485 |
| 18 | 79,680 | 80,955 | 82,230 | 83,505 | 84,780 | 86,055 | 87,330 | 88,605 |

Schedule B: Watchung Hills Regional Teacher Salary Guide for 2005-2006

| - | | | | | | | | |
|------|--------|--------|--------|--------|--------|--------|--------|--------------|
| Step | BA | BA+15 | MA | MA+15 | MA+30 | MA+45 | MA+60 | All Doctoral |
| 1 | 46,580 | 48,005 | 49,430 | 1 | | | | Degrees |
| | | | | 50,855 | 52,280 | 53,705 | 55,130 | 56,555 |
| 2 | 47,230 | 48,655 | 50,080 | 51,505 | 52,930 | 54,355 | 55,780 | 57,205 |
| 3 | 47,880 | 49,305 | 50,730 | 52,155 | 53,580 | 55,005 | 56,430 | 57,855 |
| 4 | 48,680 | 50,105 | 51,530 | 52,955 | 54,380 | 55,805 | 57,230 | 58,655 |
| 5 | 49,475 | 50,900 | 52,325 | 53,750 | 55,175 | 56,600 | 58,025 | 59,450 |
| 6 | 50,270 | 51,695 | 53,120 | 54,545 | 55,970 | 57,395 | 58,820 | 60,245 |
| 7 | 51,070 | 52,495 | 53,920 | 55,345 | 56,770 | 58,195 | 59,620 | 61,045 |
| 8 | 51,995 | 53,420 | 54,845 | 56,270 | 57,695 | 59,120 | 60,545 | 61,970 |
| 9 | 52,995 | 54,420 | 55,845 | 57,270 | 58,695 | 60,120 | 61,545 | 62,970 |
| 10 | 54,095 | 55,520 | 56,945 | 58,370 | 59,795 | 61,220 | 62,645 | 64,070 |
| 11 | 55,295 | 56,720 | 58,145 | 59,570 | 60,995 | 62,420 | 63,845 | 65,270 |
| 12 | 56,795 | 58,220 | 59,645 | 61,070 | 62,495 | 63,920 | 65,345 | 66,770 |
| 13 | 59,050 | 60,475 | 61,900 | 63,325 | 64,750 | 66,175 | 67,600 | 69,025 |
| 14 | 62,350 | 63,775 | 65,200 | 66,625 | 68,050 | 69,475 | 70,900 | 72,325 |
| 15 | 66,255 | 67,680 | 69,105 | 70,530 | 71,955 | 73,380 | 74,805 | 76,230 |
| 16 | 71,160 | 72,585 | 74,010 | 75,435 | 76,860 | 78,285 | 79,710 | 81,135 |
| 17 | 76,170 | 77,595 | 79,020 | 80,445 | 81,870 | 83,295 | 84,720 | 86,145 |
| 18 | 81,380 | 82,805 | 84,230 | 85,655 | 87,080 | 88,505 | 89,930 | 91,355 |

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Schedule C: Watchung Hills Regional Teacher Salary Guide for 2006-2007

| | o | | | | | | | |
|------|--------|--------|--------|--------|--------|--------|--------|--------------|
| Ston | DA | DAIAE | b.o.A | 101.ar | | | | All Doctoral |
| Step | BA | BA+15 | MA | MA+15 | MA+30 | MA+45 | MA+60 | Degrees |
| 1 | 46,945 | 48,570 | 50,195 | 51,820 | 53,445 | 55,070 | 56,695 | 58,320 |
| 2 | 47,645 | 49,270 | 50,895 | 52,520 | 54,145 | 55,770 | 57,395 | 59,020 |
| 3 | 48,345 | 49,970 | 51,595 | 53,220 | 54,845 | 56,470 | 58,095 | 59,720 |
| 4 | 49,045 | 50,670 | 52,295 | 53,920 | 55,545 | 57,170 | 58,795 | 60,420 |
| 5 | 50,045 | 51,670 | 53,295 | 54,920 | 56,545 | 58,170 | 59,795 | 61,420 |
| 6 | 51,045 | 52,670 | 54,295 | 55,920 | 57,545 | 59,170 | 60,795 | 62,420 |
| 7 | 52,045 | 53,670 | 55,295 | 56,920 | 58,545 | 60,170 | 61,795 | 63,420 |
| 8 | 53,050 | 54,675 | 56,300 | 57,925 | 59,550 | 61,175 | 62,800 | 64,425 |
| 9 | 54,055 | 55,680 | 57,305 | 58,930 | 60,555 | 62,180 | 63,805 | 65,430 |
| 10 | 55,160 | 56,785 | 58,410 | 60,035 | 61,660 | 63,285 | 64,910 | 66,535 |
| 11 | 56,360 | 57,985 | 59,610 | 61,235 | 62,860 | 64,485 | 66,110 | 67,735 |
| 12 | 57,960 | 59,585 | 61,210 | 62,835 | 64,460 | 66,085 | 67,710 | 69,335 |
| 13 | 60,260 | 61,885 | 63,510 | 65,135 | 66,760 | 68,385 | 70,010 | 71,635 |
| 14 | 63,560 | 65,185 | 66,810 | 68,435 | 70,060 | 71,685 | 73,310 | 74,935 |
| 15 | 67,570 | 69,195 | 70,820 | 72,445 | 74,070 | 75,695 | 77,320 | 78,945 |
| 16 | 72,580 | 74,205 | 75,830 | 77,455 | 79,080 | 80,705 | 82,330 | 83,955 |
| 17 | 77,750 | 79,375 | 81,000 | 82,625 | 84,250 | 85,875 | 87,500 | 89,125 |
| 18 | 83,080 | 84,705 | 86,330 | 87,955 | 89,580 | 91,205 | 92,830 | 94,455 |

Schedule D: Watchung Hills Regional Teacher Salary Guide for 2007-2008

| Step | ВА | BA+15 | MA | MA+15 | MA+30 | MA+45 | MA+60 | All Doctoral Degrees |
|------|--------|--------|--------|--------|--------|--------|--------|-------------------------|
| 1 | 47,520 | 49,270 | 51,020 | 52,770 | 54,520 | 56,270 | 58,020 | 59,770 |
| 2 | 48,270 | 50,020 | 51,770 | 53,520 | 55,270 | 57,020 | 58,770 | 60,520 |
| 3 | 49,095 | 50,845 | 52,595 | 54,345 | 56,095 | 57,845 | 59,595 | 61,345 |
| 4 | 49,970 | 51,720 | 53,470 | 55,220 | 56,970 | 58,720 | 60,470 | 62,220 |
| 5 | 50,895 | 52,645 | 54,395 | 56,145 | 57,895 | 59,645 | 61,395 | 63,145 |
| 6 | 51,845 | 53,595 | 55,345 | 57,095 | 58,845 | 60,595 | 62,345 | 64,095 |
| 7 | 52,820 | 54,570 | 56,320 | 58,070 | 59,820 | 61,570 | 63,320 | 65,070 |
| 8 | 53,820 | 55,570 | 57,320 | 59,070 | 60,820 | 62,570 | 64,320 | 66,070 |
| 9 | 55,020 | 56,770 | 58,520 | 60,270 | 62,020 | 63,770 | 65,520 | 67,270 |
| 10 | 56,420 | 58,170 | 59,920 | 61,670 | 63,420 | 65,170 | 66,920 | 68,670 |
| 11 | 58,020 | 59,770 | 61,520 | 63,270 | 65,020 | 66,770 | 68,520 | 70,270 |
| 12 | 59,820 | 61,570 | 63,320 | 65,070 | 66,820 | 68,570 | 70,320 | 72,070 |
| 13 | 62,710 | 64,460 | 66,210 | 67,960 | 69,710 | 71,460 | 73,210 | 74,960 |
| 14 | 66,410 | 68,160 | 69,910 | 71,660 | 73,410 | 75,160 | 76,910 | 78,660 |
| 15 | 70,310 | 72,060 | 73,810 | 75,560 | 77,310 | 79,060 | 80,810 | 82,560 |
| 16 | 74,850 | 76,600 | 78,350 | 80,100 | 81,850 | 83,600 | 85,350 | 87,100 |
| 17: | 79,690 | 81,440 | 83,190 | 84,940 | 86,690 | 88,440 | 90,190 | 91,940 |
| 18 | 84,780 | 86,530 | 88,280 | 90,030 | 91,780 | 93,530 | 95,280 | 97,030 |

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