AGREEMENT

Between the

BOARD OF EDUCATION OF

WATCHUNG HILLS REGIONAL HIGH SCHOOL DISTRICT

And the

WATCHUNG HILLS REGIONAL

EDUCATION ASSOCIATION

Teachers

COUNTY OF SOMERSET

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

CONTRACT PERIOD JULY 1, 2024 THROUGH JUNE 30, 2028

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PREAMBLE

This AGREEMENT entered into as of the 1st day of July, 2024 by and between the **WATCHUNG HILLS REGIGIONAL HIGH SCHOOL BOARD OF EDUCATION**, 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.

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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.
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.

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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 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

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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

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in public until after the teacher has been consulted concerning the subject.

6. No grade or evaluation shall be changed by the administration or Board without consultation with the teacher involved. If the administration finds it necessary to change a grade or evaluation when school is not in session, any right to consultation shall be deemed waived if the teacher does not respond within seven days of the date a letter is mailed by the administration to the teacher concerning the change in any grade or evaluation.

7. All administrative or Board initiated correspondence shall be forwarded to the concerned party's home address on file in the Board office from last school day in June to first school day in September.

C. Association Rights and Privileges

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

2. Association Privileges.

   a. Upon arrival at the school and checking in at the office, representatives of the Association, New Jersey Education Association, National Education Association, and County Education Association shall be permitted to transact official Association business on school property provided

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that this shall not interfere with or interrupt normal operations.

b. The Association and its representatives may use the school buildings for meetings. The principal of the building in question shall be notified in writing in advance of the time and place of all such meetings. Arrangements for meetings at extraordinary times will have prior approval of the principal and the Association. The Association agrees to reimburse the Board of Education for any extra custodial requirements.

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

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

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

f. The Association shall have the right to use school equipment in the building when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use and agrees to pay for any loss or damage to the equipment as a result of its usage.

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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; 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

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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

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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

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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.

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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.

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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.

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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

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individuals participating in the specified grievance for such participation.

5. After the grievance procedure has been exhausted the grievance may not be resubmitted provided the grievance parties have adhered to the procedure.

6. Voluntary termination of a teaching contract by a grievant terminates any unresolved grievance after the effective termination date.

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GRIEVANCE REPORT

Grievance #_____
Watchung Hills Regional High School

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

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

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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 Date of
Of Board of Education Decision

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

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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 day after "Back to School Night," the day before Thanksgiving, the day prior to Winter Break and the last day of school shall be half-days.

E. If required by the Administration, School Counselors, Child Study Team members and School Nurses may work up to five (5) additional days during the summer. School Counselors and Child Study Team members will receive their per-diem rate for each such day worked. School nurses may take compensatory days when school is in session with prior notice and permission from the principal on an equal basis for each summer day worked.

School Counselors will work two (2) of the five (5) days within the first 10 workdays following graduation and two (2) of the

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five (5) days within five (5) workdays before the first day of school for students. The remaining day will be worked over the summer at a time mutually agreed upon by the counselor and guidance supervisor.

For Child Study Team members, the Special Services Department will inform members of the number of summer days necessary and solicit volunteers to work any available days, up to five (5) days per employee. If additional days are necessary, volunteers will again be solicited for the new days, up to a maximum of thirty (30) total days in the summer. If no member volunteers to work over the summer, the supervisor may assign members to work over the summer, distributing the days worked evenly amongst the department up to five (5) days per member. The supervisor will schedule each summer day after soliciting input from each member regarding availability.

With regard to School Nurses, if additional days over the five (5) are necessary over the summer, additional days will be solicited on a volunteer basis amongst the nurses.

F. The work year for Athletic Trainers will begin two (2) days prior to the NJSIAA start date established for each school year and will continue until one (1) day after the conclusion of the Spring sports season, including playoffs, if any. The additional days will be used for preparation and setup of the new sports season and cleanup after the conclusion of the season, as necessary.

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G. Guidance Counselors and Student Assistance Counselors shall each attend a maximum of six (6) evening events per school year, as assigned by the Administration. If six (6) events are not scheduled during any specific year, the counselor(s) will not be required to make up the time.

1. The six (6) potential events are separate from required attendance at contracted events as set forth in the parties' Agreement (i.e., Back to School Night).

2. Counselors will be provided compensatory time ("comp time") for attendance at the six (6) evening events, or as many evening events as are scheduled and assigned up to six (6), as follows:

   a. For the first two (2) of these events per year, counselors in attendance will be provided a minimum of two (2) hours of comp time per event, whether or not the event lasts two (2) hours. After the initial two (2) hours of attendance, counselors will be provided comp time for actual attendance in thirty (30) minute increments.

   b. For all remaining events after the first two (2), counselors will be provided a minimum of three (3) hours of compensation time per event, whether or not the event lasts three (3) hours. After the initial three (3) hours of attendance, counselors will be provided comp time for actual attendance in thirty (30) minute increments.

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c. Attendance at all events must be approved by the Director of Guidance or his/her designee in order to be eligible for comp time.

d. All comp time shall be used during the year in which it is earned and accrued, subject to the approval of the Director of Guidance.

ARTICLE VII.

TEACHING HOURS AND TEACHING LOAD

A. Teachers shall indicate their presence for duty by using the District's electronic login system upon arrival at their classroom or duty station. The same procedure shall be followed in logging out after they have fulfilled those professional responsibilities which require them to remain at the school.

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 log out on leaving and log in 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

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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 E.

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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

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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 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.

R. Workload and Weekly Schedule. The weekly workload and schedule for teachers for each four-day, 56 minute teaching period rotation shall include:

1. 15 teaching periods, unless a teacher's schedule includes a lab science, in which case the load will be 12 teaching periods plus labs.
2. 3 duty periods.
3. 2 productivity periods, during which teachers may be asked to cover classes or duty of a teacher who is absent, or cover another 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, limited to a total of 22.5 total periods of coverage per school year.
4. 4 preparation ("prep") periods. All teachers shall have one prep period and one lunch period per day. (This shall not

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apply to: (1) any teacher who agrees to or is assigned 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 volunteers for a semester of lunch room duty in exchange for no other duties for the remaining semester of the school year.)

S. 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.

T. 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 then-current continuing education requirement as per State of New Jersey regulations.

U. 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.

V. 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

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year shall receive, in addition to salary a stipend pursuant to Schedule E of this Agreement, in the range of five (5) to eight (8) units.

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 (I) 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

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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.

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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.

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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

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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

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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. The Board and the Association agree to reopen negotiations no sooner than May 1, 2017, at the request of either party, solely on the issue of modification of the base health insurance plan, provided the "Cadillac Tax" or any similar penalty under the Affordable Care Act or any successor legislation is in effect, or will become effective, during the life of this Agreement.

4. 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.

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5. Upon satisfactory proof of alternate coverage, employees who waive health benefit coverage to which they are entitled through this agreement shall receive the following payments. Payments are not to be considered a salary payment and, as such, are not pensionable. Any tax liability is the responsibility of the employee. One-half of the following opt-out amount will be paid to the eligible employee twice per year, once in December and once in June:

   a. Single Coverage - $1,291

   b. Two Adults - $2,874

   c. Family Coverage - $3,344

   d. Parent/Child - $1,907

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

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

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

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

D. Compensation for the use of 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 $40.00 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.

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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 can only be paid when work consists of the creation of the course curriculum or other revision that is performed and completed during the summer months or otherwise outside of school hours. Curriculum writing or revisions will not be paid separately when done during school hours.

Teachers of a new course shall be offered the opportunity to volunteer for summer curriculum writing prior to the course running, if the teacher is assigned to teach the course in the upcoming school year.

Other Curriculum Writing Revision of curriculum for an existing course during the summer months or otherwise outside of regular school hours: Maximum of 10 hours at $40/hour.

Writing Curriculum for a new course during the summer months or otherwise outside of regular school hours: Maximum of 20 hours at $40/hour.

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L. Teacher Trainers. Teachers assigned to teacher training functions shall be paid at the rate of $40.00 per hour in accordance with the following parameters:

1. Parameters of Teacher Training:

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

   b. Summer Workshops: Board will pay for prep and for delivery

   c. In Service Workshops: Board will pay for prep, Board will not pay for delivery

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

   e. 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.

N. Reduced tuition attendance: An employee who does not reside within the boundaries of the Watchung Hills Regional High School District or any sending district shall be permitted to enroll his or her children in the District and pay tuition for such attendance, through a payroll deduction, in the amount of fifty percent (50%) of the current regular educational tuition cost established in the District, so long as the employee remains

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employed in the District. Procedures and conditions for enrollment and payment of tuition shall be as established by Board Policy and Regulation. This provision is expressly limited to tuition enrollments where the child's educational needs can be met through a program provided within the parameters of the standard educational tuition cost and shall not be applicable to any situation which would require the District to expend additional funds in excess of the amount of the regular tuition charge. The Board's determination to not admit a tuition pupil hereunder shall not be subject to the contractual grievance procedure, including but not limited to binding arbitration. Nothing herein shall limit the right of the Board of Education to discipline any such tuition pupil, including but not limited to expulsion from the District where warranted.

ARTICLE XII.

TEACHER ASSIGNMENT

Each teacher shall be notified of his or her subject assignment for the forthcoming year on or before their summative meeting, to the extent known at that time. Each non-tenured teacher shall be notified of his or her 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

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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 an e-mail notification 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 apply through the District's online application system in accordance with the terms of the posting within ten (10) days of the posting. 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.

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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.

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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

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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. 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:

   a. At least two observations - one unannounced and one planned - the first being before the end of the first

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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

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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 6:25 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.

1. 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.

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2. 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.

3. 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.

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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

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, grandparents, 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

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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

Three (3) days of absence per school year for personal business without reason having to be stated will be granted within the following limits:

1. Except in cases of emergency, application for personal leave must be made to the principal/supervisor or designated representative at least three (3) days before the date on which the absence is requested.
2. No more than six percent (6%) of bargaining unit members shall be permitted such leave on any given day. Priority will be established in the order of the requests received.
3. No more than two (2) consecutive days of personal leave will be permitted.
4. Unused personal days shall convert to sick days and be added

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to an employee's sick leave bank at the end of each year.

5. Personal days may not be taken on a day immediately preceding or following the NJEA Convention, the winter break or spring break, except as may be approved at the Supervisor's discretion on a case-by-case basis.

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.

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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

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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.

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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

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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.

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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 $90,750 for each year of this Agreement.

Reimbursement shall be made twice a year (spring and fall) in the

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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.

E. Effective July 1, 2024, in order to be eligible for tuition reimbursement under this Section, teachers shall possess a standard teaching certificate and have been employed by the Board of Education for a minimum of four (4) years or until employee becomes tenured in his or her position in the District, whichever comes first.

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

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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

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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

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"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

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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

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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.

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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.

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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, 2024 through June 30, 2028, 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 5 day of MAY, 2025.

FOR THE BOARD OF EDUCATION

Michael Birnberg, Board President

ATTEST:

Timothy Stys, SBA/BS

FOR THE EDUCATION ASSOCIATION

Greg O'Reilly, President WHREA

WITNESS:

Michael Gangluff
Negotiations Chair

SCHEDULE A

Watchung Hills Teacher Salary Guides for 2024-2025

Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	64,705	66,665	68,625	70,585	72,545	74,505	76,465	78,425
2	65,905	67,865	69,825	71,785	73,745	75,705	77,665	79,625
3	67,000	68,960	70,920	72,880	74,840	76,800	78,760	80,720
4	68,195	70,155	72,115	74,075	76,035	77,995	79,955	81,915
5	69,420	71,380	73,340	75,300	77,260	79,220	81,180	83,140
6	70,720	72,680	74,640	76,600	78,560	80,520	82,480	84,440
7-8	72,225	74,185	76,145	78,105	80,065	82,025	83,985	85,945
9-10	73,830	75,790	77,750	79,710	81,670	83,630	85,590	87,550
11-12	75,635	77,595	79,555	81,515	83,475	85,435	87,395	89,355
13	77,605	79,565	81,525	83,485	85,445	87,405	89,365	91,325
14	81,150	83,110	85,070	87,030	88,990	90,950	92,910	94,870
15	84,900	86,860	88,820	90,780	92,740	94,700	96,660	98,620
16	88,855	90,815	92,775	94,735	96,695	98,655	100,615	102,575
17	93,015	94,975	96,935	98,895	100,855	102,815	104,775	106,735
18	97,385	99,345	101,305	103,265	105,225	107,185	109,145	111,105
19	101,950	103,910	105,870	107,830	109,790	111,750	113,710	115,670

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SCHEDULE B

Watchung Hills Teacher Salary Guides for 2025-2026

Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	66,670	68,630	70,590	72,550	74,510	76,470	78,430	80,390
2	67,870	69,830	71,790	73,750	75,710	77,670	79,630	81,590
3	68,965	70,925	72,885	74,845	76,805	78,765	80,725	82,685
4	70,160	72,120	74,080	76,040	78,000	79,960	81,920	83,880
5	71,385	73,345	75,305	77,265	79,225	81,185	83,145	85,105
6	72,685	74,645	76,605	78,565	80,525	82,485	84,445	86,405
7	74,190	76,150	78,110	80,070	82,030	83,990	85,950	87,910
8-9	75,795	77,755	79,715	81,675	83,635	85,595	87,555	89,515
10-11	77,600	79,560	81,520	83,480	85,440	87,400	89,360	91,320
12-13	79,575	81,535	83,495	85,455	87,415	89,375	91,335	93,295
14	83,120	85,080	87,040	89,000	90,960	92,920	94,880	96,840
15	86,870	88,830	90,790	92,750	94,710	96,670	98,630	100,590
16	90,825	92,785	94,745	96,705	98,665	100,625	102,585	104,545
17	94,985	96,945	98,905	100,865	102,825	104,785	106,745	108,705
18	99,355	101,315	103,275	105,235	107,195	109,155	111,115	113,075
19	103,920	105,880	107,840	109,800	111,760	113,720	115,680	117,640

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SCHEDULE C

Watchung Hills Teacher Salary Guides for 2026-2027

Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	68,825	70,785	72,745	74,705	76,665	78,625	80,585	82,545
2	70,025	71,985	73,945	75,905	77,865	79,825	81,785	83,745
3	71,120	73,080	75,040	77,000	78,960	80,920	82,880	84,840
4	72,315	74,275	76,235	78,195	80,155	82,115	84,075	86,035
5	73,540	75,500	77,460	79,420	81,380	83,340	85,300	87,260
6	74,840	76,800	78,760	80,720	82,680	84,640	86,600	88,560
7	76,345	78,305	80,265	82,225	84,185	86,145	88,105	90,065
8	77,950	79,910	81,870	83,830	85,790	87,750	89,710	91,670
9-10	79,755	81,715	83,675	85,635	87,595	89,555	91,515	93,475
11-12	81,730	83,690	85,650	87,610	89,570	91,530	93,490	95,450
13-14	85,265	87,225	89,185	91,145	93,105	95,065	97,025	98,985
15	89,015	90,975	92,935	94,895	96,855	98,815	100,775	102,735
16	92,970	94,930	96,890	98,850	100,810	102,770	104,730	106,690
17	97,135	99,095	101,055	103,015	104,975	106,935	108,895	110,855
18	101,500	103,460	105,420	107,380	109,340	111,300	113,260	115,220
19	106,065	108,025	109,985	111,945	113,905	115,865	117,825	119,785

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SCHEDULE D
Watchung Hills Teacher Salary Guides for 2027-2028

Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	71,125	73,085	75,045	77,005	78,965	80,925	82,885	84,845
2	72,325	74,285	76,245	78,205	80,165	82,125	84,085	86,045
3	73,420	75,380	77,340	79,300	81,260	83,220	85,180	87,140
4	74,615	76,575	78,535	80,495	82,455	84,415	86,375	88,335
5	75,840	77,800	79,760	81,720	83,680	85,640	87,600	89,560
6	77,140	79,100	81,060	83,020	84,980	86,940	88,900	90,860
7	78,645	80,605	82,565	84,525	86,485	88,445	90,405	92,365
8	80,250	82,210	84,170	86,130	88,090	90,050	92,010	93,970
9	82,055	84,015	85,975	87,935	89,895	91,855	93,815	95,775
10-11	84,030	85,990	87,950	89,910	91,870	93,830	95,790	97,750
12-13	87,575	89,535	91,495	93,455	95,415	97,375	99,335	101,295
14-15	91,320	93,280	95,240	97,200	99,160	101,120	103,080	105,040
16	95,275	97,235	99,195	101,155	103,115	105,075	107,035	108,995
17	99,435	101,395	103,355	105,315	107,275	109,235	111,195	113,155
18	103,800	105,760	107,720	109,680	111,640	113,600	115,560	117,520
19	108,370	110,330	112,290	114,250	116,210	118,170	120,130	122,090

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SCHEDULE E
Extra Service Compensation
2024-2025 through 2027-2028

1. During the 2024-2025 school year, the compensation unit shall be $455. During the 2025-2026, 2026-2027 and 2027-2028 school years, the compensation unit shall be $501.
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.

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Exhibit A
New Schedule E – Extra Service Compensation (Athletic and Non-Athletic)

A. ATHLETIC POSITIONS

Position	Minimum	Maximum
Athletic Trainer	5	8
Athletic Trainer	5	8
Baseball Head Coach	15	18
Baseball Assistant Coach	10	14
Baseball Assistant Coach	10	14
Baseball Assistant Coach	10	14
Basketball (Men) Head Coach	15	21
Basketball (Men) Assistant Coach	10	14
Basketball (Men) Assistant Coach	10	14
Basketball (Men) Assistant Coach	10	14
Basketball (Women) Head Coach	15	21
Basketball (Women) Assistant Coach	10	14
Basketball (Women) Assistant Coach	10	14
Basketball (Women) Assistant Coach	10	14
Bowling Head Coach	10	14
Bowling Assistant Coach	7	10
Cheerleading Head Coach (Fall)	10	14
Cheerleading Assistant Coach (Fall)	7	10
Cheerleading Head Coach (Winter)	10	14
Cheerleading Assistant Coach (Winter)	7	10
Competition Cheer Head Coach	12	12
Competition Cheer Assistant Coach	7	10
Cross Country (Men) Head Coach	12	15
Cross Country (Women) Head Coach	12	15
Cross Country Assistant	7	10
Fencing (Men) Head Coach	12	15
Fencing (Women) Head Coach	12	15
Fencing Assistant Coach	7	9
Field Hockey Head Coach	15	18
Field Hockey Assistant Coach	10	14
Field Hockey Assistant Coach	10	14
Field Hockey Assistant Coach	10	14
Flag Football Head Coach	11	13
Flag Football Assistant Coach	7	10

Football Head Coach	17	24
Football Assistant Coach	12	16
Football Assistant Coach	12	16
Football Assistant Coach	12	16
Football Assistant Coach	12	16
Football Assistant Coach	12	16
Football Assistant Coach	12	16
Football Assistant Coach	12	16
Football Equipment Manager	8	12
Golf (Men) Head Coach	12	15
Golf (Men) Assistant Coach	7	10
Golf (Women) Head Coach	12	15
Golf (Women) Assistant Coach	7	10
Gymnastics Head Coach	12	15
Gymnastics Assistant Coach	7	10
Ice Hockey Head Coach	15	18
Ice Hockey Assistant Coach	10	14
Ice Hockey Assistant Coach	10	14
Lacrosse (Men) Head Coach	15	18
Lacrosse (Men) Assistant Coach	10	14
Lacrosse (Men) Assistant Coach	10	14
Lacrosse (Men) Assistant Coach	10	14
Lacrosse (Women) Head Coach	15	18
Lacrosse (Women) Assistant Coach	10	14
Lacrosse (Women) Assistant Coach	10	14
Lacrosse (Women) Assistant Coach	10	14
Soccer (Men) Head Coach	15	18
Soccer (Men) Assistant Coach	10	14
Soccer (Men) Assistant Coach	10	14
Soccer (Men) Assistant Coach	10	14
Soccer (Women) Head Coach	15	18
Soccer (Women) Assistant Coach	10	14
Soccer (Women) Assistant Coach	10	14
Soccer (Women) Assistant Coach	10	14
Softball Head Coach	15	18
Softball Assistant Coach	10	14
Softball Assistant Coach	10	14
Softball Assistant Coach	10	14
Strength & Conditioning (Summer)	12	12

Strength & Conditioning (Fall)	12	12
Strength & Conditioning (Winter)	12	12
Strength & Conditioning (Winter)	12	12
Strength & Conditioning (Spring)	12	12
Swimming (Men) Head Coach	12	15
Swimming (Women) Head Coach	12	15
Tennis (Men) Head Coach	12	15
Tennis (Men) Assistant Coach	8	11
Tennis (Women) Head Coach	12	15
Tennis (Women) Assistant Coach	8	11
Track (Men) Head Coach (Winter)	12	15
Track Assistant Coach (Winter)	7	10
Track (Women) Head Coach (Winter)	12	15
Track (Men) Head Coach (Spring)	15	18
Track (Men) Assistant Coach (Spring)	10	14
Track (Men) Assistant Coach (Spring)	10	14
Track (Women) Head Coach (Spring)	15	18
Track (Women) Assistant Coach (Spring)	10	14
Track (Women) Assistant Coach (Spring)	10	14
Track Assistant Coach (shared) (Spring)	10	14
Ultimate Frisbee Coach (Fall)	5	7
Ultimate Frisbee Assistant Coach (Fall)	2	4
Ultimate Frisbee Coach (Spring)	10	14
Ultimate Frisbee Assistant Coach (Spring)	6	9
Volleyball (Men) Head Coach	15	18
Volleyball (Men) Assistant Coach	10	14
Volleyball (Men) Assistant Coach	10	14
Volleyball (Women) Head Coach	15	18
Vollyball (Women) Assistant Coach	10	14
Volleyball (Women) Assistant Coach	10	14
Wrestling Head Coach	15	21
Wresting Assistant Coach	10	14
Wresting Assistant Coach	10	14
Wrestling (Women) Assistant Coach	10	14
	TOTAL UNITS ON CONTRACT	**1490**

B. NON-ATHLETIC POSITIONS

Position	Minimum	Maximum
Academic Team	4	6
Active Minds Club	2	4
All School Council Advisor	10	14
Fandom Club Advisor	2	4
Newspaper Editor	10	14
Newspaper Business Editor	5	8
Band Director	19	25
Assistant Band Director	10	14
Color Guard Advisor	8	11
Instrumental Ensemble	4	6
Percussion Advisor	7	10
Band Marching Instructor	8	8
Band Pit Advisor	5	8
Jazz Ensemble	6	9
BELIEV Club Advisor	2	4
Choral Ensemble	7	10
Class Advisor - Freshman	6	9
Class Advisor - Sophomore	6	9
Class Advisor - Junior	9	12
Class Advisor - Senior	9	12
Community Service Coordinator	14	18
Computer Science Club	6	8
Detention Monitor (fall)	6	9
Detention Monitor (winter)	6	9
Detention Monitor (spring)	6	9
Diversity Club	2	4
Environmental Club	2	4
Folio Advisor	5	8
Future Business Leaders of America	5	7
GSA	5	7
Math Team	4	6
Mock Trial	5	7
Model United Nations	5	7

National Arts Honor Society	4	6
National Honor Society	4	6
Peer Leadership	6	8
Peer Leadership	6	8
Peer Leadership-Special Services	6	8
Red Cross Club Advisor	2	4
Robotics - Head Advisor	19	25
Robotics - Assistant Advisor	9	12
Robotics - Assistant Advisor	9	12
Robotics - Assistant Advisor	9	12
School Store Advisor	7	10
Science Competition Advisor	5	7
Science Competition Advisor	5	7
Script and Cue Advisor	3	5
Script and Cue Play Director	10	16
Script and Cue Musical Director	12	18
Script and Cue Choreographer (spring)	7	10
Script and Cue Business Manager	5	8
Script and Cue Costume Advisor (fall)	2	4
Script and Cue Costume Advisor (spring)	2	4

Script and Cue Play/Band Director (Spring)	10	16
Script and Cue Set Design Advisor (fall)	5	8
Script and Cue Set Design Advisor (spring)	5	8
Speech and Debate Club	5	8
Dance Ensemble Advisor	7	10
Tri-M Music Honor Society	2	4
Waksman Student Scholar Advisor	5	8
Learning Commons (fall)	6	9
Learning Commons (winter)	6	9
Learning Commons (spring)	6	9
Yearbook Editor	10	14
Yearbook Assistant Advisor	6	9
Yearbook Assistant Advisor	6	9
Yearbook Business Advisor	5	8
	Total Units	619

[Below unchanged from current Agreement]:

*One installment in June for clubs only except otherwise noted.

Detention Monitor Hourly Rates ($)

Detention Coverage - 26.26

Extended Hours Coverage - 26.25