

AGREEMENT

between

**THE BOARD OF EDUCATION OF THE
TOWNSHIP OF BERKELEY HEIGHTS**

and

THE BERKELEY HEIGHTS EDUCATION ASSOCIATION

JULY 1, 2006 through JUNE 30, 2009

THIS AGREEMENT is made this 1st day of July, 2006, between the Board of Education of the Township of Berkeley Heights, New Jersey, hereinafter called the "Board," and the Berkeley Heights Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality school district in all aspects of the educational program of Berkeley Heights is their primary aim, and that the character of such education depends upon the quality and dedication of teachers, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty, and

WHEREAS, the Board has an obligation, pursuant to N.J.S.A. 34:13A-1 et seq., to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

1.01 The Board recognizes the Berkeley Heights Education Association as the exclusive and sole negotiating agent for the following full and part-time personnel under contract to the Board: Classroom Teachers; Computer Coordinator; Nurses, Guidance Counselors; Librarians, Social Workers; Learning Disabilities Specialists; Psychologists; building level Secretaries and Clerks, Child Study Team Secretaries, Interpreters, Occupational Therapists, and Athletic Trainer. All personnel not specifically mentioned are excluded from the negotiating unit, including but not limited to: Superintendent; Assistant Superintendent; Principals; Assistant Principals; Supervisors; Director, Student Personnel Services; Head Guidance Counselor; Athletic Director; Head Teachers; Substitute Teachers; Substitute Secretaries; Substitute Clerks; Substitute Interpreters; and all other non-certificated personnel except as specifically included above.

1.02 Unless otherwise indicated, the term "teachers," when used hereafter in this Agreement, shall refer to all certificated professional employees represented by the Association in the negotiating unit as above defined.

1.03 Unless otherwise indicated, the term "support staff," when used hereafter in this Agreement, shall refer to building level Secretaries and Clerks, Child Study Team Secretaries, and Interpreters.

1.04 The term "athletic trainer" when used hereafter in this agreement shall refer solely to athletic trainer.

1.05 Unless otherwise indicated, the term "employee," when used hereafter in this

Agreement, shall refer to all personnel as defined in Section 1.01 and to no others.

1.06 References to males shall include females and vice versa.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

2.01 The parties hereto agree that the items set forth herein shall not be considered to establish the extent of negotiable items for any future contracts, and the parties agree that future contracts will be negotiated within the spirit and intent of N.J.S.A. 34:13A-1 et seq. Such negotiations shall begin not later than 120 calendar days prior to the date the Board is required to submit the budget to the voters for the year following the expiration of the contract.

2.02 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.

ARTICLE 3

GRIEVANCE PROCEDURE

3.01 Definitions

a. A "grievance" is a claim by any employee or group of employees or the Association that there has been a violation, misinterpretation, or an inequitable application of this Agreement, policies or administrative procedures, affecting such employee or group of employees.

b. An "aggrieved person" is a person or persons or the Association at the request of and on behalf of a group of persons making the claim.

c. 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.

3.02 General Provisions

a. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the failure or refusal of the Board to renew a contract of a non-tenured employee.

b. The purpose of this grievance procedure is to secure at the lowest level possible equitable solutions to the problems which may from time to time arise affecting employees.

c. The parties to a grievance agree that these proceedings will be kept as informal and confidential as is reasonably possible at any level of the procedure.

d. Nothing herein contained shall be construed as limiting the right of an

employee having a complaint to discuss the matter informally with his immediate superior, school Principal, Assistant Superintendent or Superintendent of Schools.

e. 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 limit specified may, however, be extended by mutual agreement. An aggrieved employee shall institute action under the provisions hereof within 30 school days of the event being grieved. Failure to act within the said 30 school day period shall be deemed to constitute an abandonment of the grievance.

f. In the event a grievance is filed at such time that it cannot be processed through all the steps of 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 limit set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

g. Any aggrieved person may be represented at any or all stages of the grievance procedure by himself or, at his option, by a representative of his choosing. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

h. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

i. 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 the participants.

j. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their representatives.

k. Grievance meetings will be held without causing loss of pay to employees.

l. Decisions rendered in the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted to all parties in interest.

m. If a grievance affects a group or class of employees in more than one building, the Association may, at the request of and on behalf of a group of employees, submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.

3.03 Procedure

a. Level One: Principal or Immediate Supervisor

1. A grievance shall be discussed first with the Principal (or immediate superior) in an attempt to resolve the matter informally at that level. The Principal or immediate superior shall be advised that the grievance procedure is being initiated.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, the complaint may be set forth in writing to the Principal within 10 school days. The Principal shall communicate his decision to the employee in writing within 5 school days after receipt of the written complaint. If the matter is not resolved to the satisfaction of the employee, or if no decision has been rendered within 10

school days after the presentation in writing of the grievance, the employee may appeal to the Superintendent.

3. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within 5 school days after the presentation in writing of his grievance, he may file the grievance in writing with the Association within 10 school days after the decision at Level One, or 15 school days after the grievance was first presented, whichever is sooner. Within 10 school days after receiving the written grievance, the Association may refer it to the Superintendent of Schools.

b. Level Two: Superintendent

1. The appeal to the Superintendent must be made in writing and shall include the nature of the grievance and the basis of the aggrieved party's dissatisfaction with the determination at Level One.

2. The Superintendent shall communicate his decision to the aggrieved person and the Association within 10 school days after his receipt of the appeal.

c. Level Three: Board of Education

1. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within 10 school days after the grievance was delivered to the Superintendent, he may, within 10 school days after a decision by the Superintendent, or 20 school days after the grievance was delivered to the Superintendent, request in writing that the Association refer his grievance to the Board. Within 20 school days after receipt of a request by the aggrieved person, the Association may submit the grievance to the Board.

2. Within 15 school days after receipt of the grievance, the Board, or a committee thereof, shall review the grievance and hold a hearing on the matter, if requested to do so by a party to the grievance.

3. The Board's decision shall be rendered within 30 school days after its receipt of the grievance in writing.

d. Level Four: Arbitration

1. If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within 30 school days after the grievance was submitted to the Board, it may within 15 school days after a decision by the Board or 45 school days after the grievance was submitted to the Board, whichever is sooner, submit the grievance to arbitration.

2. Within 10 school days after such written notice requesting arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission, and its rules regarding the selection of an arbitrator shall apply.

3. The arbitrator so selected shall confer with the parties and hold hearings promptly and shall issue his decision not later than 30 calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues

submitted. The arbitrator's decision shall be submitted to the parties. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which alters, adds to, or detracts from this Agreement. The decision of the arbitrator shall be advisory only, except that with respect to interpretation of this Agreement, the decision of the arbitrator shall be binding.

4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring same.

5. Selection of an arbitrator and the submission of any matter to arbitration shall not constitute a waiver by the Board of its right to pursue any remedy available to it under law or equity.

ARTICLE 4

EMPLOYEE RIGHTS

4.01 Pursuant to the New Jersey Employer-Employee Relations Act, the Board and the Association hereby agree that every employee of the Board covered under this Agreement shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations, and to refrain from doing so. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any employee covered under this Agreement in the enjoyment of any rights conferred by the Act, and that they shall not discriminate against any employee covered by this Agreement by reason of his membership or non-membership in the Association in any activities of the Association and its affiliates.

4.02 No employee shall be disciplined or have compensation reduced without just cause.

4.03 The Board, through the administration, will use its best efforts to give teachers at least 48 hours notice of faculty meetings.

4.04 The Board, through the administration, will use diligent efforts to provide substitute teachers.

4.05 Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increment pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise

and represent him during such meeting or interview.

ARTICLE 5

ASSOCIATION RIGHTS

5.01 The Association shall be involved in the planning for all orientation programs for new teachers, and shall have the right to speak at all general orientation meetings for new teachers.

5.02 The Board agrees to supply the Association, in response to reasonable requests, with access to all available public information relating to the school district.

5.03 The Association shall have the right to make reasonable use of school buildings for meetings at reasonable times during non-school hours, upon prior notice to and approval by the Superintendent. The Association shall bear any unusual custodial costs incurred in the Association's use of school buildings.

5.04 The Association shall have the right to use school facilities and equipment on location, including typewriters, duplicating equipment, calculating equipment, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

5.05 The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary, and shall have the use of a bulletin board located in the faculty room in each building.

5.06 In addition to the personal leave days available to all employees, the President of the Association shall receive two personal days for Association business. The Association will reimburse the Board for the cost of substitutes for those two days if they are utilized.

ARTICLE 6

TEACHER WORK YEAR

6.01 The in-school work year for teachers employed on a 10-month basis shall not exceed 185 days, which shall include three in-service days. The exception to this will be for teachers not granted tenure. First year teachers shall attend three days of staff development training prior to the start of the school year. Teachers entering their second and third year shall attend two days of staff development training prior to the start of the school year. This training shall occur during the last full week prior to the return of all teaching staff members.

6.02 In-School Work Year Definition. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

6.03 Emergency Closings, Delayed Openings and Early Dismissals. Teacher attendance shall not be required when student attendance is not required due to emergency closings. In the event of a delayed opening for students, duty teachers shall arrive 30 minutes prior to the starting time for students. Other teachers shall arrive 15 minutes prior to the starting time for students. In the event of an early dismissal, duty teachers shall leave 30 minutes after the ending time for students, and other teachers shall leave 15 minutes after the ending time for students.

6.04 School Calendar. The school calendar shall be prepared by the Superintendent and submitted to the employees and the Association's President for their comments and suggestions prior to adoption of the calendar by the Board. If any days placed in the calendar for emergency closings remain unused, then each such day shall be reduced from the calendar

in the following manner: Two days shall be placed around the Memorial Day weekend; one day shall be placed on the Monday after the Easter Weekend unless already part of vacation schedule; one day shall be placed around the last weekend prior to the end of school and prior to exams; and one day, if necessary, shall be used to extend the spring vacation. If such days are used, they shall remain in the calendar in the reverse order. If Project Graduation does not continue to exist, then the Superintendent may elect to remove the unused days from the end of the school year.

ARTICLE 7

TEACHER DAY

7.01 a. In-School Work Day.

1. The elementary school work day shall be 6 hours and 45 minutes in length .

2. The middle school work day shall be 6 hours and 55 minutes.

3. The high school work day shall be 6 hours and 55 minutes.

4. In addition, from time to time it will be necessary for teachers to remain after the work day or to return in the evening to attend to their responsibilities with regard to student and staff meetings.

5. At the high school the teachers may leave at the end of the student day. Exam days are considered normal school days and teachers will work a full day of 6 hours and 55 minutes.

6. On the day preceding the Christmas vacation, winter recess, spring recess and all holidays, the teachers' day shall end at the close of the students' day.

b. The usual teachers' work day shall begin no earlier than 7:50 a.m. , and end no later than 3:15 p.m. for elementary schools only. Beginning time shall be defined as the workday, not arrival time. Teachers are expected to be at their assigned workstation at the time designated as the beginning of the student day.

Over the course of a consecutive two day period, all middle and high school teachers shall have the same total number of minutes of pupil contact time as they currently have.

As part of their schedule in September, in addition to their duty (high school)/team planning (middle school) period, teachers will be assigned a non-instructional period for the purpose of serving on a professional committee, curriculum development and writing, or team planning. This assignment shall be made no later than the first week of school.

7.02 Teachers shall attend a Back-to-School Night as part of their responsibilities. On days which are scheduled for Back-to-School Nights, teachers at that building shall be permitted to leave school at the close of the student day.

7.03 During each school year, the Board may schedule up to 4 evenings of 2 hours each for parent-teacher conferences for elementary and middle school staff. Such evenings shall not be scheduled on Fridays, nor shall any more than 2 evenings be scheduled during any given week. On the days on which evening conferences are scheduled, teachers shall be permitted to leave at the close of the student day. In the elementary schools, the conferences shall be scheduled, in advance, for a period of 15 minutes with 5 minutes between the end of one conference and the beginning of the next conference. In the middle school, the conferences shall be scheduled, in advance, for a period of 15 minutes, and teaching staff members shall be scheduled one 10-minute break between hours. A teaching staff member must only be in attendance during scheduled conferences.

7.04 a. All teachers in the elementary schools shall have within the structure of the in-school work day, as set forth in Section 7.01 above, a duty-free lunch period of at least 50 minutes thereafter with pupil contact time of 5 hours and 35 minutes daily. This pupil contact time shall be reduced by any preparation time received by the teacher.

1. Each elementary teacher shall be guaranteed a daily prep period of a length consistent with current practice. In the event that the student day is shortened, the teacher preparation period may be shortened accordingly. Should an elementary teacher be denied a daily preparation period due to the absence of a special teacher, the elementary teacher shall be compensated either with compensatory time or a pro-rated payment of one-sixth of a substitute's daily salary. Such payment shall be made during the month of June.

b. All teachers in the middle school shall have a duty-free lunch period of at least 30 minutes.

c. 1. Teachers will be assigned five classes per semester. Over the course of a consecutive two day period, all middle and high school teachers shall have the same total number of minutes of pupil contact time as they currently have.

As part of their schedule in September 2007, in addition to their duty (high school)/team planning (middle school) period, teachers will be assigned a non-instructional period for the purpose of serving on a professional committee, curriculum development and writing, or team planning. This assignment shall be made no later than the first week of school. All teachers in the high school shall have a duty-free lunch period. In addition, teachers shall be assigned to one duty period, which may not include a writing lab, but may include a computer lab, as well as other duties, as per current practice. Teachers shall be assigned a preparation period daily.

2. Scheduling Alternatives in the Middle School and High School.

(a) Teachers may volunteer for schedules different than that set forth above.

(b) The Board may seek volunteers for a schedule in which teachers will be assigned a sixth teaching period. This assignment, if within the normal work day, shall be in lieu of the duty period at the high school or in lieu of a preparation period in the middle school.

(c) The Board may seek volunteers to teach a sixth period in addition to the normal work day commencing with the 0 period.

(d) Stipends will reflect the same percentage by which the teachers' guide increases during each year of the contract. The stipends will be \$7,905 for 2006-2007, \$8,229 for 2007-2008, and \$8,567 for 2008-2009.

(e) The Board may seek volunteers for a schedule commencing at 0 period and ending after period 6 at the high school, which does not involve additional compensation. Teachers teaching the schedule encompassing periods 0-6 shall not be required to remain after the end of period 6 to attend meetings. How the position will be filled, with either a 6-period stipend or a flex-time arrangement, is at the discretion of the Board.

(f) Selection by administration among volunteers for such assignments will be made in accordance with seniority amongst those staff members whose qualifications are determined to be equal in the sole discretion of management. Seniority for this purpose shall be defined as total length of service within the district.

(g) Teachers shall inform the building principal of their desire to teach a sixth period either using flex-time or with additional compensation, or both, using the questionnaire provided.

7.05 a. Graduation. At the high school and middle school every teacher shall attend

their respective graduations. Teachers will be given the opportunity to volunteer for specific duties at graduation. If there are insufficient volunteers, the principal may assign teachers to these duties on a fair and equitable basis.

b. In addition to graduation, the principal may assign each high school teacher up to three school sponsored activities at the negotiated rate of \$15 per hour up to a maximum of \$45 per activity.

7.06 Check-in Check-out Procedure. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock-in or clock-out" by hours and minutes. Teachers shall indicate their presence and their leaving at the end of the day by placing their initials in the appropriate column of the faculty roster.

7.07 Faculty Meetings. There shall be no more than 25 professional staff meetings per school year. Some meetings are to be scheduled by the administration. The meetings will be scheduled to commence not more than 15 minutes after the end of the student day, and such meetings shall not last longer than 45 minutes without good cause.

7.08 It is understood that in accordance with current practice at the high school the Board of Education may deal with the need for emergency coverage. The first alternative utilized by the Board shall be to assign coverage to a teacher who would otherwise be engaged in a duty. The second alternative shall be to place students in study hall. If neither of these options can be utilized, the Board reserves its right to provide coverage in any appropriate manner.

7.09 Teacher Day Preceding Holiday or Recess. On a school day immediately

preceding a holiday or recess:

a. **In the Elementary Schools.** Three teachers in addition to the duty teachers shall remain in the building 15 minutes beyond the dismissal time for students.

b. **In the Middle School.** The duty teachers, one teacher per team, one teacher from the related arts teachers, shall remain in the building 15 minutes beyond the dismissal time for students.

c. **In the High School.** Teachers with duties or other assignments shall complete their responsibilities before leaving.

ARTICLE 8

WORK SCHEDULE - SUPPORT STAFF

8.01 Work Year.

Section (a) shall apply exclusively to secretaries in Class III as defined and listed in the sidebar agreement between the parties dated _____.

a. Secretaries to building principals shall be employed on a 12-month contract, shall be entitled to all school holidays, plus Independence Day and Labor Day, and shall be entitled to 5 weeks paid vacation. In all buildings with more than one secretary, vacations shall be scheduled so as to minimize, as far as practicable, the period when neither secretary is on duty. Consistent with the foregoing, as far as practicable, a secretary's vacation shall be scheduled during the summer recess in accordance with her request. Secretaries shall be allotted 12 sick days per fiscal year, two of which may be used as family sick days.

b. All secretaries and clerks shall be entitled to receive 13 paid holidays as listed in the office calendar.

c. All secretaries/clerks, except those noted in section a, shall be allotted 13 sick days, 3 of which may be used as family sick days.

8.02 Work Day.

a. The work day for secretaries and clerks shall be from 8:00 a.m. to 4:00 p.m. and consist of 7¼ hours, exclusive of lunch, except when summer hours shall apply.

b. Summer hours shall commence on the sixth work day after school ends and end on the sixth work day prior to school beginning. The hours shall be 6¼ hours.

c. On the day before Thanksgiving, secretarial employees shall be entitled to

leave 30 minutes after the time students are dismissed from the building to which they are assigned.

8.03 Overtime.

a. Time and one-half the regular hourly rate shall be paid to secretaries and clerks for:

1. All hours worked in any day in excess of 7¼ hours.
2. For all hours worked on Saturday as such.

b. Double the regular hourly rate shall be paid to secretaries and clerks for all hours worked on holidays when school is not in session.

c. Hours worked as overtime shall be paid either by cash or compensatory time, at the employee's option. An employee may not accumulate more than 240 hours of compensatory time. Compensatory time is to be taken at any time upon at least 3 days prior notice and subject to approval by the immediate supervisor.

d. In the event that it is necessary to reschedule a work day on one of the 13 scheduled holidays referenced in Section 8.01 above as a make-up day for one missed due to inclement weather, secretaries and clerks shall be compensated for all hours worked on said day at the regular hourly rate. In addition, they shall be permitted a floating holiday as compensation for the lost holiday.

8.04 Secretaries/Clerks shall not be required to dispense medication as part of their customary duties and shall be protected in accordance with the provision of N.J.S.A. 18A:16-6.

8.05 Secretary/Clerk attendance shall not be required whenever student attendance is not required due to emergency closings.

8.06 Delayed Openings and Early Dismissals. In the event of a delayed opening, secretaries and clerks shall report to work 30 minutes prior to the arrival time for students. In the event of an early dismissal, secretaries shall remain in the building 30 minutes after the dismissal time for students.

8.07 Secretaries/Clerks shall be released up to a maximum of four times during the school year at 3:15 p.m. to attend BHEA general meetings.

8.08 If any days placed in the calendar for emergency closings remain unused, the secretaries shall be compensated for each such unused day.

8.09 a. All secretaries and clerks, excluding those secretaries referenced in Section 8.01.a, hired before July 1, 1997 shall receive vacation according to the following schedule:

<u>Completed Service by July 1</u>	<u>Vacation</u>
0- 9 years of service	- 15 days vacation
10-11 years of service	- 16 days vacation
12-13 years of service	- 17 days vacation
14-19 years of service	- 20 days vacation
20-21 years of service	- 21 days vacation
22-23 years of service	- 22 days vacation
24 years of service and more	- 23 days vacation

b. All secretaries and clerks hired after July 1, 1997 shall receive vacation according to the following schedule:

<u>Completed Service by July 1</u>	<u>Vacation</u>
Less than 1 year of service	- 1 day for each month of completed service up to a maximum of 10 days
1- 6 years of service	- 10 days vacation
7-12 years of service	- 15 days vacation
13-19 years of service	- 20 days vacation

20-21 years of service	-	21 days vacation
22-23 years of service	-	22 days vacation
24 years of service and more	-	23 days vacation

c. All secretaries, excluding those secretaries referenced in Section 8.01a, shall be allowed to carry over 5 unused vacation days, with a total of 5 accumulated vacation days allowable. It is understood that these days shall be taken when school is not in session. However, in the event an employee requests and is granted approval by the principal to take vacation during times when school is in session, no additional expense will be borne by the Board of Education as a result of such vacation scheduling. Under special circumstances with the Superintendent's approval, additional days may be accumulated.

d. Flex Schedule: Secretaries may voluntarily, with the approval of the principal/supervisor, work under a flex schedule. It is understood that this schedule will in no way interfere with the working of the department and the 8-hour day is maintained with the exception of the summer schedule.

8.10 Interpreters.

a. **Work Year.**

1. The work year for interpreters shall not exceed 185 days, and shall include no more than two in-service days and one orientation day.

2. In the event extra work days scheduled in case of inclement weather are not used, said days shall be scheduled as vacation days contiguous to the Memorial Day recess.

3. Interpreters shall receive a duty-free lunch equivalent in length to

that of a teacher in the building to which she is assigned.

b. Work Day. The work day for the interpreter shall be equal to the number of hours of the teacher work day in the building to which she is assigned. In addition, each interpreter shall be given one period per day for support activities with deaf and/or hard-of-hearing students and one duty-free preparation period without student contact.

c. Overtime. Interpreters shall be paid for authorized time worked at time and one-half the regular hourly rates for time worked beyond the end of the normal work day. For all hours worked on a holiday when school is not in session, interpreters shall be paid at double the hourly rate.

d. There shall be no more than 15 professional staff meetings per school year. These meetings are to be scheduled by the administration. The meetings will be scheduled to commence not more than 15 minutes after the end of the student day, and such meetings shall not last longer than 45 minutes without good cause.

6. Interpreters shall be allotted 12 sick days per school year, two of which may be used as family sick days.

ARTICLE 9

SUPPORT STAFF WORK STATIONS

9.01 Notice of openings in secretarial, clerical and interpreter positions shall be posted and sent to the Association President as far in advance as possible, prior to screening candidates for the openings.

9.02 In the event that an involuntary change in work station is to be made, the support staff employee involved shall be notified in advance of the contemplated change, and the building Principal shall meet with him/her, at which time the support staff employee shall be notified of the reason therefore. In the event that the support staff employee objects to the change, upon the request of the support staff employee, the Superintendent or his designee shall meet with him/her. The support staff employee may, at his/her option, have Association representative(s) present at such meetings. The decision of the Superintendent or designee shall be final and binding and not subject to the grievance procedure.

ARTICLE 10

POSTING OF OPENINGS - CERTIFICATED PROFESSIONAL STAFF

10.01 a. Notice of openings for administrative-supervisory positions, or positions paying a salary differential, shall be posted in the faculty rooms as far in advance as possible, prior to screening candidates for the openings. Such notice shall be sent to the Association President and each building representative.

b. Vacancies in existing teaching positions, for the following school year of which the Board has written notice by May 15, shall be posted promptly thereafter. Such vacancies of which the Board receives subsequent written notice prior to June 15 shall be posted or sent to the Association President.

10.02 **Notification of Assignments**

a. All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 7.

b. In the event that changes in such class and/or subject assignments, building assignments, or room assignments are made thereafter, the teacher affected shall be notified promptly, in writing, and, upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or designee and the teacher affected. The teacher may, at his option, have an Association representative present at this meeting. The decision of the Superintendent or designee shall be final and binding and not subject to the grievance procedure.

10.03 **Involuntary Transfers and Reassignments.** In the event that an involuntary

transfer or reassignment is to be made, the teacher involved shall be notified in advance of the contemplated transfer or reassignment, and the building Principal shall meet with him, at which time the teacher shall be notified of the reason thereof. In the event that the teacher objects to the transfer or reassignment, upon the request of the teacher, the Superintendent or designee shall meet with him. The teacher may, at his option, have an Association representative(s) present at such meetings. The decision of the Superintendent or designee shall be final and binding and not subject to the grievance procedure.

ARTICLE 11

TEACHER RECORDS

11.01 Teacher Observation and Evaluation.

a. Non-tenured teaching staff members shall be observed and evaluated in conformance with the procedures set forth in N.J.S.A. 18A:27-3 and N.J.A.C. 6:3-1.19.

b. Tenured teaching staff members shall be evaluated in conformance with the procedures set forth in N.J.A.C. 6:3-1.21 and shall be observed and evaluated in the performance of their duties at least 2 times during each academic year. Each observation shall be followed by a written evaluation report and a conference. A draft of the report shall be prepared by the supervisor who observed the tenured teaching staff member's performance and shall be submitted to the tenured teaching staff member at least one day prior to the conference. The annual written performance report shall be completed by May 30th of each year. The Professional Improvement Plan shall be completed not later than September 30th of the school year to which it is applicable.

11.02 A teacher shall have the right, upon request, to review the contents of his personnel file (except confidential letters of reference) and receive copies at Board expense of all documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. No separate personnel file which is not available for the teacher's inspection shall be maintained. At least once every 5 years, a teacher shall have the right to indicate those documents and/or other materials in his file that are obsolete or otherwise inappropriate to retain. Said documents will be reviewed by the Superintendent, and if they are obsolete or inappropriate to retain, they shall be destroyed.

11.03 No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has the opportunity to review the material. Unless such review is otherwise apparent from the face of the document, the teacher shall acknowledge this review by affixing his/her signature to the material, it being expressly understood that said signature in no way indicates agreement with the material contained therein. Within ten school days of the teacher's receipt of such material, the teacher shall have the right to submit a written answer to such material, and the answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE 12

SUPPORT STAFF EVALUATION

12.01 The substance of any evaluation, the judgments reflected thereby, and the weight given to such evaluation are within the complete discretion of the Board. The matters set forth in this Article constitute solely procedures expected by the parties to be generally applicable to the evaluation process.

12.02 **Open Evaluation.** All monitoring or observation of work of support staff shall be conducted openly.

12.03 **Copies of Evaluation.** Support staff shall be given a copy of any evaluation report prepared by the evaluator at least one day before any conference to discuss it. No such report shall be submitted to the central office, placed in their file or otherwise acted upon without affording the staff member an opportunity to conference with the evaluator as set forth below. The staff member shall sign the evaluation when completed, it being expressly understood that said signature in no way indicates agreement with the contents of the report. The staff member shall have 5 work days after the conference to submit a written response to the evaluation report, and the response shall be attached to the file copy of the report.

12.04 **Conferences.** An evaluation conference shall be held within 5 working days of the receipt of an evaluation report. The conference shall be held within the work day, during working hours, without loss of pay to the staff member.

12.05 **Reports.** Evaluation reports shall be presented to each staff member in accordance with the following procedures:

- a. Such reports shall be issued in the name of the evaluator.

b. Such reports shall be addressed to the staff member.

c. Such reports shall be written and may include, when pertinent:

1. Strengths and weaknesses of the staff member as evidenced during the period since the previous report.

2. Areas of improvement needed by the staff member as evidenced during the period since the previous report. If these areas of improvement are not repeated in subsequent reports, said areas shall be considered remedied.

3. Specific suggestions as to measures which the staff member might take to improve performance in each of the areas wherein weaknesses have been indicated.

12.06 A staff member shall have the right, upon request, to review the contents of the personnel file (except confidential references) and receive copies at Board expense of all documents contained therein. A staff member shall be entitled to have a representative of the Association accompany her during such review. No separate personnel file which is not available for the staff member's inspection shall be maintained. At least once every 5 years, a staff member shall have the right to indicate those documents and/or other materials in her file that are obsolete or otherwise inappropriate to retain. Said documents will be reviewed by the Superintendent, and if they are obsolete or inappropriate to retain, they shall be destroyed.

12.07 No material derogatory to a staff member's conduct, service, character or personality shall be placed in her personnel file unless the staff member has the opportunity to review the material. Unless such review is apparent from the face of the document, the staff member shall acknowledge this by affixing his/her signature to the material, it being expressly understood that said signature in no way indicates agreement with the material contained

therein. Within ten school days of the staff member's receipt of such material, the employee also shall have the right to submit a written answer to such material, and the answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE 13

SENIORITY FOR SECRETARIES, CLERKS AND INTERPRETERS

13.01 **Definition.** Seniority for secretaries, clerks, and interpreters is defined as service in the district in a job category.

13.02 **Lay Off.** In the event a layoff within a job title is to occur, a non-tenured support staff member shall be laid off before a tenured support staff member is laid off, provided the remaining support staff member or members can perform the work to be performed. If a tenured support staff member is declared excess, that member shall have a right to bump a non-tenured support staff member in another job title, provided the tenured support staff member meets the qualifications for that job title.

13.03 **Recall.** Any tenured support staff member who is laid off shall be recalled, on the basis of seniority, provided that the tenured employee meets the qualifications for that job title.

ARTICLE 14

ABSENCES

14.01 Sick Leave. As of the beginning of each work year, all full-time employees shall be entitled to 13 sick days per year. Any unused sick leave days shall be accumulated from year to year with no maximum limit.

a. Absence for illness in excess of 3 days shall be certified by the attending physician, stating the nature of illness, and filed with the Superintendent. However, for all absences because of illness, the Superintendent shall require a signed statement from the employee certifying the personal illness.

b. In cases of frequent or periodic absences due to illness, even though within the 13 days allowance, the Board or Superintendent may require the employee to submit a certificate of illness from the attending physician or submit to an examination or examinations by the school physician.

c. Three (3) sick days per year of an employee's thirteen (13) days may be used as family sick days.

d. In the event of an illness which exceeds 5 consecutive school days, the employee shall notify the Board of the anticipated return date to school in accordance with current practice.

14.02 Death. Absence because of death in the employee's immediate household or family (including wife, husband, mother, father, brother, sister, son, daughter, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law) shall be allowed with full pay for a period not to exceed 5 days in each case.

a. Absence because of death in the non-immediate family (aunt, uncle, brother-in-law, sister-in-law, niece, nephew, grandmother, grandfather, or any person who has lived in the home of the employee for some time preceding death) shall be allowed with full pay not to exceed 3 days.

14.03 Marriage. Any employee will be allowed absence for one day with full pay to attend the wedding of a parent, daughter, son, brother or sister. Request for such absence shall be made to the building Principal. No member shall be entitled to such day for the attendance at his own wedding in the absence of extremely unusual circumstances.

14.04 Personal Business.

a. An employee shall be allowed 3 days absence for personal business with full pay in each work year. An absence for personal business shall be allowed only by the building Principal, provided a written request has been made at least 3 school days in advance of such absence, except in cases of emergency. An employee shall not be required to state the reasons for his absence, except in cases of emergency. An employee shall not be required to state the reasons for his absence. Approval for a personal business absence by the building Principal shall not unreasonably be denied.

b. A personal business absence ordinarily is not available for use on days immediately preceding or following a school holiday, vacation period or Teachers Convention, except in an emergency.

c. Notwithstanding the foregoing, one of an employee's personal business absences may be used at any time with the prior approval of the building Principal of the requested day, with the limitation that no more than 2 teachers from each elementary school;

no more than 3 teachers from the Middle School; and no more than 5 teachers from the High School may use the same day.

d. Secretaries who work on registers at times when they are not required to work shall be compensated with compensatory personal business time in accordance with Article 8, Section 8.03. Such compensatory time shall be taken at any time upon at least 3 days prior notice and subject to approval by the immediate supervisor.

e. For any employee who has been working in the district for one year or more, his unused personal business days shall be accumulated as sick leave days, up to a maximum of 15 annually.

14.05 Emergency. Any absence in the nature of an emergency, and deviating from those listed in this Article, must be explained to the Superintendent in writing. He may then make recommendations to the Board concerning pay for such absences. No claim for payment for absence in the nature of an emergency shall be made until all personal days have been utilized. The Superintendent shall, within 30 school days of receipt of a written explanation, notify the employee who is requesting such pay of the Board's decision as to whether the employee will be paid for the day's absence, and payment shall be made within 30 days of the Board's favorable decision.

14.06 Professional Business. The Superintendent may grant permission to any employee to be absent from school with full pay for any professional activity which the Superintendent deems beneficial to the school system, providing such absence is arranged for and approved in advance. This shall specifically include absence for visitation and observation in other school districts

a. Any expense incurred in attending meetings, workshops, conferences, etc., may be reimbursed only when the Superintendent has granted approval in advance.

14.07 Temporary Leave. A tenured employee may be granted a leave of absence due to a physical or mental disability. The disability must be certified by a physician designated and paid by the Board. The leave may or may not contain provisions of salary. No employee granted a leave of absence under this Section will be allowed to return to employment until he shall have been certified by a physician, designated and paid by the Board, as capable of performing the duties assigned. No temporary leave of absence will extend beyond 2 years. The Board, in its discretion, may grant such a leave to a non-tenured employee.

14.08 Maternity/Disability, Child Care and Adoption Leaves of Absence.

a. Pursuant to state and federal law, disabilities resulting from pregnancy and childbirth are to be treated the same as any other disability. In addition, employees, under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act, who have met the service requirements thereunder are entitled to 12 weeks of leave, with or without pay, for purposes of illness and/or child rearing.

1. An employee may, upon presentation of a medical note, commence her disability leave at such time as she is medically disabled and use accumulated sick leave for such purpose. There is, for purposes of such leave, a presumption of disability for 30 days prior to and 30 days following the anticipated delivery date, so that the requirement of a medical note is waived for that specific period.

2. Employees who qualify pursuant to the respective statutes are also eligible to receive leaves pursuant to the Federal and New Jersey Family Leave Acts. The

Federal Act provides 12 weeks of leave for either personal illness or childcare, while the New Jersey Act provides 12 weeks to be used only for childcare. Use of the 12 weeks of leave for childcare will exhaust the employee's entitlement under both statutes. Both such leaves require health insurance continuance at Board expense to the same extent such insurance was provided at the outset of the leave.

3. Employees may also apply for an unpaid child-rearing leave under the conditions set forth in 14.08b. An employee on unpaid child rearing leave will not be entitled to health insurance coverage provided by the Board, but may utilize COBRA to remain in the employee's group health care coverage at their own cost.

4. An employee need not request all components of leave at once, but the Board is not obligated to approve a child rearing leave unless sixty days notice in advance of the commencement of such leave is provided.

b. Any employee shall upon request be granted a leave of absence without pay, except as provided in Section 1 below, for purposes of child care. The leave shall commence at the time specified by the employee and shall terminate at the end of a period for child care, which will coincide with the end of a semester or school year, or such other date as the employee and the Board shall agree; except that a tenured employee may not extend the leave beyond September 1 of the second succeeding school year following the year in which any consecutive leave commenced, and a non-tenured teacher and other employees may not extend the leave beyond the termination date of the employment contract. This leave encompasses, and is not in addition to, any leave entitlement under the Family Leave Act.

1. Any employee shall, upon request, be granted a similar leave of

absence without pay to care for a child upon the adoption of such child.

2. Any employee returning from leave will continue with the same type of coverage: i.e. Traditional, HMO as received prior to the commencement thereof, and may adjust status to reflect additional family members.

3. Upon request, any tenured employee shall be granted one consecutive leave of absence without pay to care for a child. A consecutive leave shall commence at the termination of the preceding leave and shall terminate in accordance with the termination provisions set forth in Section 14.08b.

14.09 Community Service Leave. At the discretion of, and subject to the prior approval of the Superintendent, or his appointee, a member shall be permitted one or more days leave of absence from the school district in order to attend the meetings of local service clubs in order to participate therein in some school related function.

14.10 Other Leaves. Upon recommendation of the Superintendent, the Board may grant other leaves of absence to any tenured employee for a period of time up to one year's duration, for such purposes as the Board, in its discretion, shall determine to be in the best interests of the District.

14.11 Notice of Intent to Return from Leave. By April 1, the employee shall return to the Superintendent his written notification of intention regarding his employment for the following school year. If the employee fails to return said notification, the Superintendent may proceed to fill the employee's position for the next school year.

ARTICLE 15

SABBATICAL LEAVE

15.01 In this Article, the word "teacher" shall be considered as including Classroom Teachers, Guidance Counselors, Librarians, Social Workers, Learning Disabilities Specialists, and Computer Coordinator.

a. The Board may grant sabbatical leaves subject to the following:

1. Eligibility and Qualifications

(a) The applicant must have completed seven (7) or more years of continuous full-time service in the Berkeley Heights school system.

(b) A maximum of 2% of the professional staff will be granted sabbatical leaves per year. Insofar as possible, the leaves will be proportionately divided among the various grade groupings and schools.

(c) Subsequent sabbatical leaves may be authorized after eligibility has been reestablished by service of an additional seven (7) consecutive years as an employee of the Berkeley Heights school system.

(d) A further requirement for eligibility is the filing of a written agreement with the Secretary of the Board stipulating the applicant for sabbatical leave will remain in the service of the Berkeley Heights school system for a period of two (2) years following the expiration of the sabbatical leave.

15.02 **Purposes of Sabbatical Leave.** Sabbatical leave is granted professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing, and travel.

a. The following information shall be presented in the application for consideration by the Superintendent and the Board:

1. Formal Study - A program should be outlined which will indicate how it will aid in improving the educational services of the applicant.

2. Research and/or Writing - The project shall be outlined and its appropriateness for professional improvement indicated.

3. Travel - A plan, including the proposed itinerary, shall be submitted stating professional objectives which are sought through such travel.

4. Other Reasons - A plan shall be submitted stating the professional objectives of the opportunities afforded by the leave.

15.03 Length of Leave and Filing Date

a. The leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.

b. The application must be filed not less than seven (7) months prior to the starting date of the leave.

c. The Superintendent shall give notice to the applicant of the acceptance or rejection of his application within sixty (60) days after the due date of the filing.

15.04 Selection. The most important criterion for determining the granting of a sabbatical leave is whether, in the long run, it will contribute to the improvement of teaching service. Selection procedures will be as follows:

a. Upon receipt of all such applications, the Superintendent shall consider them for recommendation on the following factors:

1. Purpose of leave.
2. Professional growth of staff member.
3. Potential benefit to the school system.
4. Seniority of service in the school system.
5. Compliance with all regulations relating to leave.
6. Other factors deemed important.

b. Approval of a sabbatical leave by the Board is contingent upon the availability of a qualified employee to assume the applicant's duties.

c. A sabbatical leave, once granted, may not be terminated before the date of expiration, except as otherwise provided herein, or otherwise agreed upon by the applicant and the Board.

d. The Board reserves the right to reject any or all requests for sabbatical leaves.

15.05 **Conditions of Leave.** The following conditions will be in force during a sabbatical leave:

a. The applicant shall enter into a contract to continue in the service of the Berkeley Heights Public Schools for a period of at least two (2) years following the expiration of the leave of absence. Upon failure to so comply with the two (2) year service clause, the teacher shall repay to the Berkeley Heights Board of Education a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the two (2) subsequent years of service bears to the full two (2) years. Exceptions to this condition will be

made in the case of an employee who has become incapacitated or has been discharged, or has been released for good and sufficient reasons by the Board from this obligation.

b. The salary granted an employee on sabbatical leave shall be as follows:

1. An employee on leave for two (2) full consecutive semesters shall receive 60% of the salary to which he/she would be entitled if not on leave.

2. An employee on leave for one (1) full semester shall receive 50% of the salary to which he/she would be entitled if not on leave. Regular monthly deductions will be made from salary payments including teachers' pension fund and other legally required or employee-authorized deductions.

c. Payment of salary to staff members on sabbatical leave shall be made in accordance with the provisions of the Board in payment of salary to other members of the professional staff. The employee on leave shall be responsible for keeping the Board Secretary's Office informed as to his/her address.

d. Anyone on such leave shall be considered as in the employ of the Board, and the time thus spent shall count as regular service toward retirement and consideration of salary. Such leave of absence shall be without prejudice to the teacher's tenure rights.

e. Teachers on such leave may not associate for monetary compensation with any person, persons, or organization, during the school year unless recommended by the Superintendent and approved by the Board.

f. During the sabbatical leave, policies relating to sick leave, absences, absence for personal reasons, death, etc. shall not apply. Accumulated sick leave benefits will be maintained during such leave and shall become available to the employee together with the

annual provisions of this contract upon his/her return to the district.

g. Any applicant for sabbatical leave may be required to have a physical examination at the discretion of the Board for the purpose of determining whether there is reasonable probability that he/she will be able to meet the minimum time requirements of these regulations.

15.06 Reports. The following reports will be required of staff members who are granted sabbatical leaves:

a. Before any changes are made in the planned program of the leave as outlined in the approved application, the employee shall request approval from the Superintendent.

b. An interim report shall be filed at the midpoint of the period for which the leave was granted. This report shall contain sufficient information for the Superintendent to determine that the objectives of the leave are being realized.

c. A final report of activities and outcomes of the leave shall be filed with the Superintendent within sixty (60) days of the termination date of the leave. This report will then be transmitted to the Board.

d. The Superintendent may request, and the employee shall promptly furnish, such additional reports as the Superintendent considered necessary to properly ascertain the fulfilling of the agreement by the employee.

15.07 Termination of Leave. Sabbatical leaves may be terminated as follows:

a. Interruption of the program of study, research and/or writing, or travel, caused by serious accident, illness or disability during a sabbatical leave shall not prejudice the Board regarding the fulfillment of the conditions on which the leave was granted and shall not

affect the amount of compensation paid the employee, provided:

1. Evidence of the accident, illness or disability is accepted as satisfactory by the Superintendent and the Board.

2. The Superintendent is notified of such accident, illness or disability within thirty (30) days.

b. If the Superintendent is convinced an employee is not fulfilling the purpose for which a sabbatical leave was granted, or has violated any of the conditions of the leave, he/she shall report this fact to the Board. The Board may terminate the leave as of the date of its abuse after giving the teacher an opportunity to be heard.

ARTICLE 16

PROFESSIONAL GROWTH

16.01 An Educational Assistance Plan has been established for teaching personnel to assist and encourage them to improve their skills, knowledge, and abilities.

a. Costs incurred for registration, tuition, all required usual and customary fees, excluding books purchased, will be reimbursed to the employee. Costs incurred will be reimbursed up to an amount equal to but not exceeding 85% of Rutgers costs for registration, tuition, and all required usual and customary fees. Under no circumstances will the reimbursement exceed 85% of an employee's actual incurred costs. Reimbursement will occur after submission of evidence of completion of an approved course with a grade of B or better and in a pass fail course a grade of Pass.

b. Continue with current reimbursement practice for one year for those currently enrolled (February 1, 2000) in a Masters program. Evidence of admittance into master's program must be supplied to the central office by June 30, 2000 to qualify for this past practice.

c. In all cases prior approval of the course by the Superintendent is required.

1. Degree Program - An employee who decides to pursue a graduate degree program will meet with the Superintendent or his designee to review the proposed program. The review will determine if: a. the program will enhance the employee's value to the Berkeley Heights School System through increased competence; b. the courses in the program meet the generally accepted standards of a graduate level course. If the

Superintendent determines that the program meets the above criteria, the Superintendent will grant approval. Approval provided by the Superintendent for the proposed program ensures that all courses required as a part of the program are approved without further review. The employee will submit a notice to the Superintendent prior to enrolling in each course indicating that reimbursement will be sought upon successful completion of the course in accordance with the provisions of this article. Employees who have received approval for a graduate program may also submit requests for educational assistance for elective courses that are part of the graduate program. These courses will be reviewed in accordance with the criteria for non-degree courses. If a program is not approved, the employee retains the right to apply for individual courses as per the criteria and procedure defined for non-degree courses.

2. Non-Degree Program - Specialized graduate courses which are determined by the Superintendent to: enhance the employee's value to the Berkeley Heights School System through increased competence and meet the generally accepted standards of a graduate level course, and for which the employee has submitted a brief description of the course and its relevance to the Berkeley Heights School System, will be granted approval by the Superintendent.

d. These courses must not interfere with regular attendance during scheduled working hours.

e. Reimbursement will be made promptly after the first Board meeting which follows, by not less than ten days, the submission by the teacher of appropriate evidence of completion of the graduate course(s) and copies of bills for the costs incurred. Any individual

who voluntarily leaves the Berkeley Heights School System within 3 months after requesting reimbursement shall not be entitled to reimbursement, or if he has received such reimbursement, shall promptly repay the District the full amount thereof.

f. The maximum number of credits for a tenure teacher shall be 15 credits per year, with no more than 12 credits taken during the regular school year. Non-tenured teachers shall be entitled to: 1st year no course reimbursement, 2nd year 3 credits, 3rd year 3 credits.

g. The total monies allowed for 2000-2001 will be capped at \$62,500. This annual cap will be increased yearly by the same percentage which Rutgers University increases its tuition.

h. Monies will be distributed in the following manner:

1. Monies will be divided into 3 equal parts

1/3 will be allotted for courses completed by August 30th.

1/3 will be allotted for courses completed by January 30th.

1/3 will be allotted for courses completed by June 30th.

2. Leftover monies for any one-third will be applied to the next one-third.

3. No monies will be carried beyond the fiscal year of June 30.

4. Staff members will apply for approval and reimbursement.

5. After all approved requests for reimbursement are submitted, the number of requests will be divided into the total monies for that third and members will receive, per course, an amount up to or equal to, but not exceeding the amount as described in

16.01a.

16.02 Support staff shall be reimbursed up to \$250 per year for any courses taken to enhance their skills. Such courses must be approved in advance by their immediate supervisors and by the Superintendent.

ARTICLE 17

SALARIES

17.01 Salary Schedule.

a. The salary schedule of each teacher covered by this Agreement for 2006-2007 is set forth in Schedule A(1), for 2007-2008 in Schedule A(2), and for 2008-2009 in Schedule A(3). Movement on the salary guides is governed by Schedule A(5).

b. The salary schedule for support staff covered by this Agreement for 2006-2007, 2007-2008, and for 2008-2009 is set forth in Schedule A(4). The salary schedule for the term of this agreement for the Interpreters is set forth in Schedule A(6) and for the Athletic Trainer in Schedule A(7).

c. The salary schedule for Schedule E stipends is set forth in Schedule A(8) and shall remain the same for all years of this agreement.

d. Such schedules are attached hereto and made a part hereof.

17.02 Method of Payment for Employees.

a. Payday shall ordinarily be the 15th and the last day of each month.

b. Exceptions: When a payday falls on or during a school holiday, vacation or weekend, teachers shall be paid on the last previous working day.

c. Each employee will receive their last pay on the last working day in June.

d. An optional summer payment plan will be available to teachers. A teacher may elect under this plan to have salary withheld per month starting with \$50 and increasing in \$50 increments.

1. Payment is to be made on the 15th and 31st day of July and on the

15th and 31st day of August. Both payments are to be of an equal amount, based on selected classification.

2. Teachers will enroll in the summer payment program, if they so desire, during the preceding June, and deductions shall begin in September of the next contract year. New teachers may enroll when they begin their employment.

3. Teachers may withdraw from this payment plan upon giving the Board Secretary written notice of their desire to withdraw. Withheld salary under this plan will be transmitted to the teacher within 60 days after receipt by the Board Secretary of the written notice to withdraw.

e. Employees may have their paycheck directly deposited to their account in a bank of their choice, provided the employee's bank offers such service.

17.03 Payment for supervision of approved extra-curricular activities occurring other than during normal school hours shall be made in accordance with Schedule B which is attached hereto. Other such activities initiated during the term of this Agreement shall carry stipends to be negotiated by the parties using Schedule B as a guide.

17.04 Sick Leave Incentive Plan.

Upon full service retirement, an employee shall receive a lump sum payment equivalent to 1/9 of 1% of the annual salary for each unused accumulated sick leave day, up to a maximum of 300 days. In the event of death before retirement, the employee's estate shall receive such payment. Full service retirement is defined as retirement at age 55 or older with 25 years or more of service, or retirement at age 60 or after.

17.05 Transcripts

A teacher shall submit an official transcript from an accredited institution or institutions to prove eligibility to move from one column to another on the salary guide. Those transcripts are to be submitted by October 1 or March 1. The Board shall pay the teacher on the higher column retroactive to September 1 for those transcripts submitted by October 1, and retroactive to February 1 for those transcripts submitted by March 1.

17.06 a. Any 10-month employee who actually works for at least 5 months during the academic year shall be given 1 full year of credit on the salary guide.

 b. Any 12-month employee who actually works for at least 6 months during the school year shall be given 1 full year of credit on the salary guide.

17.07 Curriculum work will be completed during the school year during the normal school day as the schedule permits.

17.08 Workshop Presentations

If a staff member makes a presentation as part of the Professional Development Program, a fee of \$30.00 per hour is to be paid for each hour of preparation time equal to each hour of presentation time. If multiple presenters are needed, the fee will be divided. Subsequent presentations of the same workshop, by the same presenter, will be compensated at a rate of 1 hour (\$30.00 per hour) of preparation time for every 2 hours of presentation time.

ARTICLE 18

INSURANCE COVERAGE

18.01 Up to the dollar limitations provided below, the Board will pay for the existing health and hospitalization insurance and the existing major medical insurance (the Traditional Plan) for each employee who wishes such coverage and for dependent coverage. The group plan shall provide for 365 day coverage and "prevailing rate" coverage. The major medical lifetime maximum benefit shall be \$1,000,000. The Board reserves the right to transfer the health and hospitalization insurance coverage to other insurance companies, but agrees that if this is done, the coverage shall be equal or better than that presently existing. The Board also offers a Point of Service Plan (POS) and employees may select either the DPP or the Traditional Plan. The maximum annual contribution by the Board for these insurance coverages for an employee and his dependents shall not exceed the following dollar limitations:

a. Health Insurance Caps:

	Traditional	POS
Single	\$ 5,162	\$4,594
Parent & Child	7,843	6,980
Husband & Wife	9,898	8,809
Family	10,039	8,935

In the event that the cost of insurance premiums exceeds the stated caps, the Board agrees to pay any excess except as noted in 18.01b below.

b. Employees qualifying for medical benefits after July 1, 1994 may select

either:

1. The POS coverage, for which the Board will pay the cost as set forth in 18.01a above; or

2. Personnel hired as of July 1, 2006 or after may select either the POS Plan or Traditional Coverage. The employee will pay the full excess cost of the Traditional Plan over the POS Plan premiums for the selected category of coverage.

c. The health insurance plan shall include a mandatory second opinion for surgery. The costs for such second opinion shall be fully paid by the plan.

d. The major medical co-insurance threshold shall be \$4,000.00 effective January 1, 1998.

e. The deductible for major medical insurance shall be \$200.00 for individuals and \$800 for families.

f. Non-surgically related outpatient laboratory fees and x-rays shall be subject to the normal major medical deductibles and coinsurance.

g. The health insurance plan shall include pre-admission certification and continued stay review.

h. Health Coverage Waiver.

Beginning July 1, 2000 employees may voluntarily waive and surrender their rights to participate in the Board provided health/medical program on an annual basis if the employee provides proof that they and their dependents are enrolled in a health insurance program other than that provided by the Berkeley Heights Board of Education.

In return for such waiver, the employee will receive an annual allowance of two

thousand (\$2000) dollars. (For the 2000-2001 school year, the \$2000 allowance will be prorated from October 1, 2000 through June 30, 2001. Total payments will be \$1500.) These payments will be made monthly.

This annual waiver is irrevocable, with the sole exception if the alternative coverage is lost, then the employee and eligible dependents may re-enroll in whichever plan they were enrolled in immediately prior to exercising this waiver.

If the waiver is cancelled as noted above or a new employee begins employment during the benefit year, the allowance will be prorated based upon the months waived.

18.02 In addition to the insurance program set forth in Section 18.01, up to the dollar limitations provided below, the Board will pay for the existing dental insurance program. The maximum benefit for each covered individual shall be \$2,000 as of January 1, 1998. The maximum annual contribution by the Board for this coverage for an employee and his dependents shall not exceed \$500 in each year of the Agreement.

In the event that the cost of dental insurance premiums exceed the stated caps, the Board and the employees agree to each pay 50% of any excess.

18.03 The Board shall institute a pre-tax health care spending account according to IRS Section 125 as soon as practicable.

ARTICLE 19

DEDUCTIONS

19.01 The Board agrees to deduct from employees' salaries dues and other contributions which said employees individually and voluntarily authorize the Board to deduct. However, in no event shall such other contributions be deducted for the benefit of more than a maximum of 8 agencies designated by the Association. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e), and under the rules established by the State Department of Education. Employees' authorizations shall be in writing.

19.02 If during the life of this Agreement there should be any change in the rate of membership dues, the Association shall furnish to the Board written notice 30 days prior to the effective date of such change. It is understood that the only obligation of the Board shall be to remit to the Association the total deductions.

19.03 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 deduction authorization cards submitted by the Association to the Board.

19.04 The filing of notice of an employee's withdrawal may be made at any time, in writing, and shall become effective to halt deductions as of July 1st or January 1st next succeeding the date on which the notice of withdrawal is filed.

19.05 The Board agrees to deduct from employees' salaries for the pay periods ending

on the 15th and the last day of each month money for deposit in the Union County Teachers Federal Credit Union, as said employees individually and voluntarily and in writing authorize the Board to deduct, and promptly to transmit the monies to the Credit Union.

19.06 Representation Fee.

a. During each school year, the Board shall deduct from the salaries of employees who are not members of the Association for the then current membership year (i.e., from September 1 to the following August 31) a representation fee equivalent to an amount certified to the Board by the Association as equal to regular membership dues, including fees and assessments charged by the Association to its members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only Association members, but in no event shall the amount deducted for the representation fee by the Board exceed 85% of the membership dues, fees and assessments, provided, however, that the obligation of the Board to make the wage deduction provided herein shall be contingent upon:

1. Certification by the Association of the amount to be deducted for the representation fee from each non-member employee's salary by the Board, and

2. The establishment and continuing maintenance by the Association of a demand and return system in conformance with the provisions of N.J.S.A. 34:13A-5.4 et seq.

b. Prior to November 1 of each year, the Association will submit to the Board a list of those employees who are not members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph c below, the full amount of the representation fee and will transmit promptly the amount so deducted to the Association.

c. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the school year. The deductions will begin with the first paycheck paid:

1. 10 days after receipt of the aforesaid list by the Board; or

2. 30 days after the employee begins his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was reemployed in such unit from a reemployment list, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

d. If an employee who is required to pay a representation fee terminates his employment, such termination shall become effective to halt deductions pursuant to this Article as of July 1st or January 1st succeeding the termination of employment, and the Board will deduct the unpaid portion of the fee to such July 1st or January 1st from the last paycheck paid by the Board to said employee during the membership year in question.

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

f. The Association will notify the Board in writing of any changes in the list provided for in paragraph b 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 receives

said notice.

g. The Association agrees to indemnify and hold the Board harmless against any and all liability which may arise by reason of any action taken or not taken by the Board, its employees and agents in complying with the provisions of this Article, provided that:

1. The Board gives the Association timely notice in writing of any claim, demand, grievance, suit or other form of liability in regard to which it will seek to implement this paragraph; and

2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

h. It is expressly understood that paragraph g above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE 20

ACADEMIC FREEDOM

20.01 It is generally recognized that academic freedom contributes to the fulfillment of our educational goals and objectives.

20.02 It is recognized that teachers should have the freedom to discuss controversial issues relating to their subject or grade level. It should be remembered that teachers present an image to the public by which their profession and their school system may be judged. Therefore, they must at all times be accurate and show respect for the opinions of others.

20.03 When appropriate for the maturity level and the intellectual ability of the students, controversial issues may be studied in an unprejudiced and dispassionate manner. If an issue is discussed, teachers have a responsibility to insure that different points of view on the controversial issues are presented to the students.

20.04 Teachers may express personal opinions relevant to the subject matter, provided that said teacher indicates that he is speaking personally and not for the staff, the school district, or the Board. These opinions shall not be expressed with the intent of advancing personal, political, or religious views in the classroom. Opinions of a derogatory nature that tend to subject any person to ridicule or humiliation are equally unacceptable.

20.05 The Ethics Committee of the Berkeley Heights Education Association, in addition to its responsibility for enforcing the N.J.E.A. Code of Ethics, shall assist the Superintendent in identifying and correcting abuses of the spirit and intent of this document by any teacher.

ARTICLE 21

TRAVEL EXPENSE

21.01 All employees designated by the Board shall be reimbursed for the following overnight or convention expenses:

a. Cost of lodging, meals, and gratuities not to exceed an average expenditure of \$65.00 per day.

b. Automobile mileage at the IRS rate per mile, tolls, and parking fees.

c. Cost of fares on common carriers.

21.02 All employees on Board authorized business, other than overnight trips, shall be reimbursed for:

a. Meals and gratuities.

b. Automobile mileage at the IRS rate per mile, tolls, and parking.

c. Cost of fares on common carriers.

21.03 All reimbursement shall be made upon receipt of full and complete vouchers and receipted bills.

ARTICLE 22

COUNCIL ON INSTRUCTION

22.01 Membership.

a. The K-5 Council on Instruction shall consist of one representative from each elementary school, a special education teacher, an elementary Principal, and the Assistant Superintendent of Schools.

b. The 6-8 Council on Instruction shall consist of one representative from each of the three grade levels at the middle school, a special education teacher, a special area teacher, a guidance counselor, a middle school administrator, and the Assistant Superintendent of Schools.

c. The 9-12 Council on Instruction shall consist of one representative from each discipline at the high school, a special education teacher and a special area teacher, a secondary principal, and the Assistant Superintendent of Schools.

d. Members will be elected from their respective staffs by September of each year, and the names of said members will be submitted to the Superintendent by the end of September.

22.02 Purposes. To make recommendations to the Superintendent on the various concerns of the instructional program. The Council's recommendations will be passed to the Administrative Council for discussion and decision-making.

a. It will serve both as a sounding board and as a means of communication between staff members on innovative and creative teaching ideas.

b. It will act as a fact-finding group in matters related to the instructional

areas. As a result of this aspect, it will propose the areas in the curriculum for which studies and recommendations will be made, and said recommendations will be sent to the Administrative Council for possible action. It will help coordinate the instructional program.

c. It will publish its minutes in the form of a newsletter that will be distributed to the staff within a week's time of its meeting.

22.03 Meetings. a. Except for the months of September and June, the Council will meet monthly, as well as at such other times as may be mutually agreed. With mutual consent, monthly meetings may be cancelled. Members of the Council will be given released time to attend meetings. Members of the Board are welcome to attend any meeting.

b. The 9-12 Council shall meet every 6-8 weeks, as well as such other times that are mutually agreed upon.

22.04 Procedures. The Council shall provide its own agendas and rules of procedure. It shall elect its own Chairperson at its organization meeting in September. This Chairperson will conduct all meetings and prepare the monthly agenda in concert with, and under the supervision of, the Assistant Superintendent of Schools or Director of Instruction. A secretary will be elected from among the Council members.

ARTICLE 23

STAFF ADMINISTRATION LIAISON/PROFESSIONAL COMMITTEE

23.01 Association representatives shall meet with the Superintendent and such administrators as he/she selects, normally once a month, with normally no more than a lapse of 2 months between meetings, to review and discuss current school problems and practices. This Committee in no way changes or alters or modifies the function of any committee which has been established by the administration.

23.02 Professional Committee. Objective: to provide a forum for the professional teaching staff to be involved in the decision making process, serve as a resource for the administrative staff on issues involving instruction and curriculum, and provide professional input. This committee shall be composed of the Superintendent, one Board member liaison, one teacher from each school, and a member of the BHEA executive board, representing the Association as well as his school. These individuals will serve as the steering committee: subsequent subcommittees will be formed depending on the needed areas of expertise. Subcommittees will gather research, opinions, evaluate texts etc., as the situation deems appropriate, come to a consensus decision and submit their recommendations to the steering committee.

ARTICLE 24

COMPLAINT PROCEDURE

24.01 Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which does or may influence evaluation of that employee shall be made known to the employee by the Principal or immediate superior, who shall meet with the employee to apprise the employee of the full nature of the complaint. The employee shall have full opportunity to present his position regarding the complaint and respond in writing to any written complaint.

24.02 The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

ARTICLE 25

MISCELLANEOUS PROVISIONS

25.01 Nothing contained in this Agreement shall be construed to deny or restrict to any teacher, or the Board, such rights as they may have under the New Jersey School Laws or other applicable laws or regulations. The rights granted to teachers and the Board hereunder shall be deemed to be in addition to those provided elsewhere.

25.02 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

25.03 The Board shall make every effort to furnish appropriate facilities for use by the staff and make readily available supplies necessary to teach the courses assigned by administration. Any problems concerning such shall be directed in written form to the Board Secretary/Business Administrator regarding facilities, and the building principal regarding curriculum supplies.

25.04 Extra Curricular Activities. Procedure for the establishment of a new club or activity: Advisor will write a proposal stating:

- Mission of the activity
- Estimated number of participants
- Meeting days and times
- Anticipated activities outside of the regular meetings

Advisor will submit proposal to the BHEA. BHEA will evaluate and assess a stipend.

Proposal will be submitted to Superintendent for review. Upon approval of Superintendent, the proposal will be sent to the Board for their consideration and/or approval.

Extra Curricular Schedule of Stipends shall remain at current levels for the duration of this contract.

ARTICLE 26

**CONTINUATION AND NON-RENEWAL OF CONTRACT OF
NON-TENURED TEACHING STAFF MEMBERS**

26.01 Notification of Status.

a. On or before such date as is required by law, the Board shall give to each non-tenured teaching staff member continuously employed by it since the preceding September 30th either:

1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or agreement by the Board; or

2. A written notice that such employment will not be offered.

b. **Statement of Reasons** - Any non-tenured teacher who receives a notice of non-employment may within 15 calendar days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, or his designee, which statement shall be given to the teacher in writing within 30 calendar days after receipt of such request.

c. **Appearance** - Any non-tenured teacher who has received such notice of non-employment and statement of reasons shall be entitled to appear before the Board, or its designee(s), to present the teacher's views or comments, provided a written request for an appearance is received in the office of the Secretary of the Board within 10 calendar days after receipt by the teacher of the statement of reasons. The teacher may have a representative of his choosing present.

d. **Board Determination** - The Board, or its designee, shall issue a final written

determination as to the employment or non-employment of said non-tenured teacher for the next succeeding school year within 3 calendar days after the appearance.

ARTICLE 27

FULLY BARGAINED PROVISIONS

27.01 During the term of this Agreement, neither party will be required to negotiate with respect to any subject, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless both parties agree, in writing, to the contrary.

ARTICLE 28

BOARD RIGHTS AND RESPONSIBILITIES

28.01 The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon it and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

28.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

ARTICLE 29

PART-TIME CONTRACTUAL EMPLOYEES

Part-time teachers are teachers, as defined in Article 1.01, who are employed by the Board for less hours per day or less days per week than full-time teachers.

29.01 The annual salary of a part-time teacher who is employed every day of the teacher work year shall be determined by dividing the base salary by 6.833 and multiplying by the number of hours taught per day. The base salary shall mean the salary at the appropriate step of the negotiated teacher salary guide.

29.02 The annual salary of a part-time teacher who is not employed every day of the teacher work year shall be prorated by multiplying the base salary by the ratio of the number of hours or days employed per week to that of a full-time teacher. For the purposes of this calculation, 34.165 hours or 5 days shall be the work week of a full-time teacher.

29.03 Part-time teachers shall be paid in accordance with Article 17.02 of the Agreement.

29.04 Part-time teachers who are employed every day of the teacher work year shall receive the same number of sick days and personal days as full-time teachers.

29.05 Part-time teachers who are not employed every day of the teacher work year shall receive prorated sick days and personal days based upon the ratio of their salary as calculated above to the base salary.

29.06 Part-time support staff as defined in Article 1.01 are those who are employed by the Board for less hours per day or less days per week than full-time.

- a. Compensation will be determined based on ratio of time worked to normal

full-time employment for the position.

29.07 In the case of a part-time employee who qualifies for medical and dental insurance by being employed for 20 or more hours per week, the Board shall pay the portion of the premium that would be paid by the Board equal to the ratio of the teacher's salary as calculated above to the base salary, except that in the case of a full-time tenured teacher who is reduced to part-time by the Board, the Board shall continue to pay the premiums in the same manner as for full-time teachers in accordance with Article 18.01 of the Agreement.

29.08 Part-time employees shall receive all other benefits provided for in the Agreement for teachers on a prorated basis according to the ratio of their salary as calculated above to the base salary.

ARTICLE 30

ATHLETIC TRAINER

30.01 The Athletic Trainer shall be employed on a 10-month schedule.

30.02 The Athletic Trainer's work year shall be 8/15 to 6/15.

30.03 The Athletic Trainer shall be placed on the Teachers' Salary Guide.

30.04 Extra compensation shall be paid to the full-time Athletic Trainer or any substitute Athletic Trainer at an hourly rate. The rate will be calculated as follows: Current annual salary of the Athletic Trainer divided by 200 equals the per diem rate. The per diem rate will then be divided by 8 to arrive at the appropriate hourly rate.

ARTICLE 31

DURATION OF AGREEMENT

30.01 This Agreement shall be effective as of July 1, 2006 and shall continue in full force and effect until June 30, 2009, subject to negotiations for a successor Agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

ATTEST:

**BOARD OF EDUCATION OF THE
TOWNSHIP OF BERKELEY HEIGHTS**

Secretary

BY: _____
HELEN KIRSCH, President

ATTEST:

**BERKELEY HEIGHTS EDUCATION
ASSOCIATION**

Secretary

BY: _____
President

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