

AGREEMENT

Between

BERLIN TOWNSHIP BOARD OF EDUCATION

And

BERLIN TOWNSHIP EDUCATION ASSOCIATION

July 1, 2019 – June 30, 2023



TABLE OF CONTENTS

Preamble	1
Article I - <u>Recognition</u>	1
Article II - <u>Negotiation of Successor Agreement</u>	1
Article III - <u>Grievance Procedure</u>	2
Article IV - <u>Management Rights</u>	4
Article V - <u>Unit Member Rights</u>	4
Article VI - <u>Association Rights</u>	5
Article VII - <u>Evaluations</u>	6
Article VIII - <u>Sick Leave</u>	7
Article IX - <u>Temporary Leaves of Absence</u>	7
Article X - <u>Extended Leave of Absence</u>	8
Article XI - <u>Letter of Intent</u>	10
Article XII - <u>Protection of Unit Members</u>	10
Article XIII - <u>Work Year</u>	11
Article XIV - <u>Work Day</u>	12
Article XV - <u>Salaries</u>	14
Article XVI - <u>Insurance</u>	17
Article XVII - <u>Miscellaneous Provisions</u>	18
Article XVIII - <u>Tuition Reimbursement</u>	18
Article XIX - <u>Extra-Curricular Activities</u>	19

10/11
- 128

Preamble

This agreement entered into this _____, by and between the Board of Education of Berlin Township hereinafter called the "Board" and the Berlin Township Education Association hereinafter called the "Association".

Article I - Recognition

- A. The Board hereby recognized the Association as the exclusive and sole representative for the purpose of collective negotiations pursuant to N.J.S.A 34:13A-1 et sec., concerning term and conditions of employment for the unit of employees certified by New Jersey Public Employment Relation Commission on July 28, 1998, under PERC Docket Number RE-98-128.
1. Included in the unit are: All certified, non-supervisory employees, instructional assistants, and secretaries including main office, and child study team office. These parties agree that this description includes employees who are certified by the New Jersey Department of Education to be employed as classroom teachers, nurses, speech language specialists, guidance counselors, and child study team members (LDTC, school psychologist and social worker).
 2. Excluded from the unit are: Managerial executives, confidential employees and supervisory employees within the meaning of the PERC law, craft employees, non-professional employees, police employees, casual employees, bus drivers, maintenance and custodial employees and all other employees such as substitute staff, including teachers, summer personnel.

B. DEFINITION OF A TEACHER

Unless otherwise indicated, the term "teacher" when used hereinafter in the Agreement shall refer to all certificated educational employees represented by the Association in the negotiating unit as described.

C. DEFINITION OF A UNIT MEMBER

The terms "unit member" when hereinafter used shall refer to those individuals for whom the Association has the exclusive right to negotiate as defined in A.1 above.

D. DEFINITION OF A SUPPORT PROFESSIONAL

Unless otherwise indicated, the term "support professional" when used hereinafter in the Agreement, shall refer to instructional assistants and secretaries, except confidential secretary/ies.

Article II - Negotiation of Successor Agreement

The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et sec., in a good-faith effort to reach agreement on all matters concerning the

mandatory negotiable terms and condition of unit member's employment. Any Agreement so negotiated shall appear to all unit members, be reduced to writing and shall only be valid when ratified by the Association and the Board. When ratified, the Agreement shall be signed by the parties.

- A. The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- B. Negotiations shall commence no later than January 15 of the school year in which the agreement will expire.
- C. Neither party shall have any control over the selection of the members of the other's negotiating team.

Article III - Grievance Procedure

A. Definitions:

- 1. "Grievance": a grievance is a claim by a unit member or Association based upon the interpretation, application or violation of this Agreement negatively affecting a unit member or group of unit members regarding the terms and conditions of employment.
- 2. "Aggrieved Person": an "aggrieved person" is the person(s) making the claim.

B. Purpose:

- 1. A grievance must be initiated in writing by the aggrieved person and filed with the immediate supervisor within fifteen (15) school days from the time when the grievant knew or should have known of its occurrence. A school day shall be defined as any day in which school is in session for a four (4) hour period.
 - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to initiate or appeal, as the case may be, a grievance to the next step within the specified time limits shall be deemed a waiver of further appeal of the decision.
 - b. Any aggrieved person shall, during and notwithstanding any pending grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and affect thereof shall have been duly determined.
 - c. Time Limits: 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.
 - d. The time limits may be extended by mutual consent.
 - e. Nothing herein shall prevent any unit member from informally discussing potential grievances with his/her immediate supervisor in an attempt to resolve the matter.

Step One

- f. After the grievance is filed as provided in c. above, the aggrieved person and the supervisor shall meet within seven (7) school days to discuss the matter. The supervisor shall respond in writing within five (5) school days thereafter.

Step Two

- g. The aggrieved person, not later than seven (7) school days after receipt of the decision of his immediate supervisor, may appeal the decision to the Superintendent of Schools. To appeal to the Superintendent must be made in writing specifying:
1. The nature of the grievance.
 2. The nature and extent of the injury, loss or inconvenience.
 3. The results of the previous discussions.
 4. That portion of the immediate supervisor's decision that the grievant disputes.
 5. Remedy sought.
 6. The Superintendent shall meet with the aggrieved person and attempt to resolve the matter as quickly as possible, but within a period not to exceed seven (7) school days from the receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the aggrieved person, to the Association, and the immediate supervisor within five (5) school days.

Step Three

- h. The grievance is not resolved to the Association's satisfaction, the Association, not later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board.
- i. The Board, or a committee thereof, shall review the grievance and meet with the Association and render a decision in writing and forward copies thereof to the grievant and to the Association within ten (10) school days of the receipt of the appeal or within ten (10) school days of the date of the meeting. The referred to meeting shall be held within twenty (20) school days after the receipt of the appeal notice. In the event that the time periods are interrupted by a vacation period, school days shall mean calendar days, exclusive of Saturdays, Sundays, and holidays.

Step Four

- j. If the decision of the Board or committee does not resolve the grievance to the satisfaction of the aggrieved person and he/she wished review by a third party, and if the Association determines that the matter should be reviewed further, it shall advise the Board through the Superintendent, within fifteen (15) school days of receipt of the Board's decision, and the Association shall submit the grievance to arbitration within fifteen (15) school days thereafter. However, the Board's decision shall be final and binding on the grievance concerning:

1. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of State Commissioner of Education; or
2. A complaint of a non-tenured unit member which arises by reason of he/she being terminated pursuant to the notice provisions of his/her individual employment contract or not being reemployed; or
3. A complaint by a certificated personnel occasioned by appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required; or
4. Any matter which, according to law, is either beyond the scope of the Board authority or limited to unilateral action by the Board alone.

C. Securing services of an arbitrator:

1. The following procedure shall be used to secure the services of an arbitrator:
 - a. Either party may request the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the PERC to submit a second roster of names.
 - c. If the parties are unable to determine within fifteen (15) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either part to designate an arbitrator.
2. The arbitrator shall limit him/her self to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the agreement between parties. The recommendations of the arbitrator shall be advisory.

D. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance, shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants pending the outcome of the grievance. In the event a grievance relating to disciplinary action is denied, the Board or Administration shall determine placement in the appropriate file(s).

Article IV - Management Rights

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey School Law, commonly known as Title 18A, or any other national, state, county, district, or local laws or regulations as they pertain to education.

Article V - Unit Member Rights

- A. Whenever any unit member is requested to appear before an administrator, his/her designee, Board, any committee of the Board, or any agent thereof, concerning any matter which could adversely affect the continuation of the unit member's position, the said unit member shall be entitled to have a representative of the Association present during such proceedings. However, nothing herein shall entitle a unit member to representation in matters involving the evaluation process and conferences related thereto.
- B. Any complaints regarding a unit member made to any member of the Administration and/or Board of Education by any parents, student or other person may, if made in writing, be promptly investigated by the Administration and called to the attention of the unit member. The unit member shall be given an opportunity to respond to and/or rebut such complaint. The complaint shall be identified to the unit member.
- C. If the complaint is verbal, the administrator will discuss the complaint with the member.
- D. The Board shall establish one official personnel file for each unit member, the location of which shall be in the offices of the Superintendent. (The parties recognize that the business office maintains a file regarding payroll and benefit materials).
 - 1. Unit members shall have the right, (at least three (3) school days notice) to review the content of their personnel file, and to receive copies of any documents in the personnel file. A unit member shall be entitled to have a representative of the association accompany him/her during the review as long as the review does not interfere with a unit member's duties.
- E. No teacher shall be discharged or disciplined without just cause as per NISA 34:13-A-1 et sec; except provided by Title 18A. The mid-year termination or non-renewal of non-tenured teacher and/or non-certificated staff member shall not be subject to cause standard or arbitration.
- F. No unit member shall be reprimanded in front of peers, parents or students.

Article VI - Association Rights

- A. The Association may use the interschool mailboxes and the faculty room bulletin board. No material may be placed in or on either unless it relates to Association business and has been authorized by the Association President. The use of district mailboxes does not include access to Internet or email system.
- B. The Board shall make available to the Association upon reasonable advance request in writing material which is generally available to members of the public. Costs related thereto shall be paid by the Association at \$.15 for each copy in excess of 300 sheets per year.
- C. The Board shall permit the Association to use school buildings for meeting before or after the teacher workday upon reasonable advance request to the Superintendent, provided

that the Superintendent determines that such use does not interfere with school operations.

- D. The Board maintains an online policy manual. Agendas are available at the board meeting and on the district website and list those policies that are being updated/revised. Additional information on policies and proposed revisions is available from the district Superintendent.
- E. Whenever any representatives of the Association or any unit member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meeting, he/she shall suffer no loss in pay.

Article VII - Evaluations

Teacher

- A. All formal observations of the work performance of a teacher shall be conducted according to Achieve NJ guidelines as per the NJ Department of Education using the district approved evaluation tool.
- B. After each evaluation, the evaluator shall hold a conference with the teacher within ten (10) days to discuss performance and make recommendations for improvement. The teacher shall electronically acknowledge the evaluation report which shall be electronically counter acknowledged by the evaluator. Copies of the report are archived electronically within the district approved evaluation tool. The electronic acknowledgement of the teacher on the report shall not imply agreement with its contents and the teacher may make comments or explanations with respect to the evaluation. Such comments shall not be binding on the administration.
- C. A teacher shall be informed of any complaints regarding him/her made to any member of the Administration by any parent, student, or other person which are or may be used in any manner in evaluation of said teacher. If any entry is made in the teachers' file as a result of such complaint, the teacher shall be given a copy of such entry within ten (10) days. Anonymous complaints shall not be entered in a teacher's file.
- D. A teacher shall be informed of any derogatory material which may be placed in his/her personnel file. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement therewith. Teachers have the right to file a written response.

Support Professionals

- A. Support Professionals shall be evaluated at least once per year. The evaluation shall be in writing and signed by the support professional and the evaluator and the support professional shall be given a copy. The support professional's signature does not indicate agreement with the evaluation. Within ten (10) school days after each evaluation, the evaluator shall meet with the support professional to discuss the evaluation and to make recommendations.

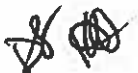
- B. Whenever a support professional is subjected to an evaluation, the support professional involved may file a written response thereto which then becomes a part of said support professional's personnel file.

Article VIII - Sick Leave

- A. Teachers shall be entitled to ten (10) sick days each school year. Secretaries shall be entitled to twelve (12) sick days each school year. Instructional Assistants shall be entitled to ten (10) sick days each school year. Any unit member that is absent 3 or more consecutive days must have a doctor's note to return to work.
- B. If a unit member is employed only part of the school year, said unit member shall be entitled to sick days on a pro rata basis. When sick days are consumed, pay will no longer be received for days lost due to illness. Secretaries and Aides steadily employed, but on a part-time basis shall be accorded sick leave days on a pro rata basis.
- C. Unit members shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.
- D. Upon retirement, pursuant to TPAF definition, after at least twenty (20) years of service in the school district, unit members shall be reimbursed for unused accumulated sick days as follows:
 - 1. Teachers shall receive \$100 per day with a maximum of \$7,500.00
 - 2. Support professionals shall receive \$50 per day with a maximum of \$5,000.
 - 3. Payment shall be made on or before July 15 of the school year following the school year in which the unit member retires, provided the unit member has informed the Board in writing of the retirement on or before October 1 of the school year of retirement. Failure to so inform the Board will result in the payment being delayed but not beyond July 15 following the school year in which retirement occurs.

Article IX - Temporary Leaves of Absence

- A. Unit members shall be eligible for three (3) personal days leave per school year with pay. No reason need be given for personal leave days.
 - 1. A request for the use of a personal leave day shall be made in writing to the Superintendent at least two (2) unit member work days in advance of the requested date or in the case of an emergency, where a request could not be made in advance, the Supervisor will be notified as soon as possible via email or voicemail that the day being taken should count as an emergency personal day.
 - 2. A request of the use of a personal leave day for a work day immediately before or immediately after a day, or period of days when school is not in session, shall be made in writing to the principal or superintendent at least ten (10) unit member work days in advance of the requested date.
 - 3. Any personal days remaining at the end of the school year shall be carried over as follows:
 - a. One (1) day may carry forward as personal.



returning during the contract year will be within the sole discretion of the Board of Education.

4. In the event of an adoption of a child, the teacher shall be entitled to the same leave as set forth above in paragraph A-1 of this Article.
- B. A leave of absence without pay of up to one year shall be granted upon proper application to the Board of Education to tenured teachers for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board. Non-tenured teachers may, at the discretion of the Board, be awarded a leave of absence in the same manner and pursuant to the same conditions as stated above.**
1. Upon initial application, the teacher shall specify the tentative intended date of return to work which shall be confirmed at least thirty (30) days prior to such date. In the case of non-tenured teachers, such leave shall not extend beyond the end of the current academic year.
 2. "Immediate family" is defined to mean spouse, civil union partner, child, step-child or parent.
- C. All unused accumulated sick leave shall be restored upon a teacher's return from a leave of absence. All teachers shall be given the opportunity to maintain medical insurance under the plan maintained for the teachers by the Board of Education at the teacher's own expense during the term of any leave of absence, upon thirty (30) day written notice, "prior to leave" commencement, to the Board. Upon a teacher's return from a leave of absence, the cost of maintaining medical coverage shall be assumed by the Board of Education with the same terms and conditions as maintained for other teachers. If a teacher has not maintained coverage under the Board of Education's plan during the term of the teacher's leave of absence, the teacher shall be re-enrolled in the Board of Education's plan at the time of the next enrollment period.**
- D. Upon return from leave granted pursuant to this Article, a teacher shall be placed on the salary schedule at the step following the step that he or she was on prior to the taking of the leave unless he or she should return within the same school year whereby he or she would return to the same step, providing the teacher worked at least one-half of the current school year plus one (1) day. If the teacher worked less than one-half the current school year plus (1) day, he or she will return to the step the teacher was when going on leave.**

Support Professionals

- A. Extended leaves of absence will be in accordance with the Federal Family Medical Leave Act and/or the New Jersey Family Leave Act. Additional leave may be granted at the discretion of the Board of Education.
- B. All unused accumulated sick leave shall be restored upon a support professional's return from an approved leave of absence. All support professionals shall be given the opportunity to maintain medical insurance under the plan maintained for the support professional by the Board of Education at the support professional's own expense during the term of any leave of absence, upon thirty (30) days written notice, "prior to leave" commencement, to the Board. Upon a support professional's return from a leave of absence, the cost of maintaining medical coverage shall be assumed by the Board of Education with the same terms and conditions as maintained for other support professionals. If a support professional has not maintained coverage under the Board of Education's plan during the term of the support professional's leave of absence, the support professional shall be re-enrolled in the Board of Education's plan at the time of the next enrollment period.
- C. Upon return from leave granted pursuant to this Article, an support professional shall be placed on the salary schedule at the step following the step that he or she was on prior to taking the leave unless he or she should return within the same school year whereby he or she would return to the same step, providing support professional worked at least one-half of the current school year plus one (1) day. If the support professional worked less than one-half the current school year plus one (1) day, he or she will return to the step the support professional was on when going on leave.

Article XI - Letter of Intent

Unit members who desire a change in assignment or a transfer to another building for the following school year may file, by March 1 of the current school year, a written statement with the Superintendent requesting the change.

Article XII - Protection of Unit Members

Employees injured, including assault, while acting in the discharge of their duties will have all rights under Title 18A of the New Jersey Statutes.

Article XIII - Work Year

Certificated Staff/Teachers

- A. The work year shall be 186 days for teachers. Pupil days shall be 180 days. A minimum of three (3) days are to be used for professional development. Professional development must be in accordance with the Achieve NJ and/or other NJ Department of Education professional development regulations should have teacher input. One half (1/2) professional day is to be set aside for the last day of school for classroom breakdown.
- B. Any Child Study Team member required to work beyond 186 days shall receive compensation at the rate of their per diem salary.
- C. Teachers required to relocate from one classroom to another will be compensated \$100 after the transition is complete. The day(s) set aside will be established by the administration.

Non-Tenured Teacher

- A. The work year for non-tenured shall be 187 days inclusive of the one (1) summer professional development day. A minimum of three (3) days are to be used for professional development. Professional development must be in accordance with the Achieve NJ and/or other NJ Department of Education professional development regulations and should have teacher input. One half (1/2) professional development day is to be set aside for the last day of school for classroom breakdown.
- B. Non-tenured teachers new to the district are required to attend two (2) days of professional development/orientation program to be held during the summer for a total of 188 days for their first year of employment with the district.
- C. Teacher required to relocate from one classroom to another will be compensated \$100 after the transition is complete. The day(s) set aside will be established by the administration.

Support Professionals

- A. The work year shall be 186 days for instructional assistants.
- B. The work year for secretaries shall be twelve (12) months.
- C. No unit member shall be required to work on days school is closed for reasons of safety, such as weather conditions. If school should dismiss early for such reasons, unit members will be permitted to leave, except if the superintendent or his designee requires unit member to attend duties until after the children leave. The day will be considered as a full day worked, upon completion of four (4) hours.

- D. In-house professional development shall be provided for secretaries on in-service days. If in-house professional development cannot be provided an annual allowance, not to exceed \$250.00 shall be provided by the Board. Professional development requests shall be approved by the direct supervisor.

Article XIV - Work Day

Teacher

- A. Teachers will be required to return after the end of the workday for the purpose of attending four evening sessions. One session for Back-to-School night, two sessions for fall conferences, one session for spring conferences. One additional evening may be required for 8th grade classroom teachers for 8th grade graduation as enumerated on the stipend guide.
1. Back to School Night – Staff will return for 2 hours on the designated evening, in addition to their regular work day hours. (Staff who report to multiple schools will only be required to attend one session after consultation with the building principals and assigned supervisor).
 2. Conferences:
 - a. 2 afternoon conference days shall be held in the fall and 2 afternoon conference days shall be held in the spring. These will be early dismissal days for the students. Staff will be expected to remain 1 hour after their typical work day of 7 hours and 10 minutes for a total work day of 8 hours and 10 minutes for the 2 afternoon conference days in the fall and for the 1 afternoon conference day in the spring. On the other afternoon conference day in the spring the workday shall remain 7 hours and 10 minutes.
 - b. 2 evening conference days shall be held in the fall and 1 evening conference day shall be held in the spring. These will be early dismissal days for students and staff. Staff will be required to return to school for conferences for a total of 2 hours and 45 minutes on these days.
- B. All teachers covered by this agreement shall have a minimum of a forty (40) minute duty free lunch for each teacher work day.
- C. All administrative meetings, outside of the regular working hours will be held with two (2) school days' notice unless an emergency occurs. Such meetings shall not be held more than twice monthly unless an emergency occurs, and every effort shall be made by the Administration to hold their meeting to one (1) hour or less.
- D. Classroom preparation time and other non-pupil contact activities during enrichment periods when classes are being conducted by special subject area teachers shall be 150 minutes per week per 5 full day week. This practice of 150 minutes per 5 full day week also applies to special subject area teachers. Every effort shall be made by the Board to obtain sufficient substitutes to prevent the necessity of using teachers during special subject and

class to cover for absent personnel. No meetings shall be scheduled during these prep times.

- 1. During weeks of less than 5 full school days, classroom preparation time will total 30 minutes per the number of days in session that week.**
 - 2. No administrative meetings will be scheduled during weeks of less than 5 full school days.**
- E. The work day for teachers and child study team members is seven (7) hours and ten (10) minutes and the student day will be six (6) hours and thirty (30) minutes.**
- F. Early Dismissal Work Day for teachers and child study team members is five (5) hours and ten (10) minutes. On early dismissal days, a duty free lunch period of 40 continuous minutes will be scheduled during the student day.**
- G. Teachers may be assigned tasks by their administrator during the twenty (20) minutes before the student day begins and twenty (20) minutes after the student day ends for the safety and welfare of the students.**

Instructional Assistants

- A. The workday for full time instructional assistants shall be seven (7) hours per day and shall include a forty (40) minute duty free lunch.
- B. If instructional assistants are required to attend meetings outside of the regular working hours, they will be held with two (2) school days' notice unless an emergency occurs. Such meeting shall not be held more than twice monthly unless an emergency occurs, and every effort shall be made by the administration to hold their meeting to one (1) hour or less, with pay.
- C. In the event instructional assistants or secretaries are required to return for evening conferences, back-to-school night or other evening events, they shall be paid at their hourly rate of pay.

Secretaries

- A. The following winter work schedule shall be in effect the first day of school year until the last pupil day of the school year. The workday shall be 8:00 am – 4:00 pm, which includes a forty-five (45) minute duty free lunch.
- B. Immediately upon closing of school in June until school opens in September, any reduction in the workday shall be at the discretion of the administrator.
- C. Secretaries shall be entitled to two (2) fifteen (15) minute breaks during the workday. The scheduled time for the break will be agreed between the secretary and supervisor.
- D. Secretaries may leave thirty (30) minutes early, by reducing the lunch period and/or breaks by thirty (30) minutes, one day per month, to attend the regular monthly BTEA meeting as long as it does not interfere with the running of the schools.
- E. The early dismissal workday for secretaries is 5 hours and 30 minutes. The immediate supervisor shall designate the reporting time on these days.

Article XV - Salaries

Unit Members

- A. Salaries and other compensation of all unit members are set forth in the Board's records and are on file in the Board office. The salary guides in schedule A are in effect for the duration of the contract.
- B. Salaries shall be paid on a bi-monthly basis. Other compensation shall be paid as described in Schedule B.

- C. When a payday falls on or during a school holiday or when school is closed for a reason other than for an emergency unit members shall receive their paychecks on the last previous work day.
- D. Each unit member shall receive their final pay on the last workday in June, provided that he has complied with all closing procedures as required by the Principal.
- E. Unit members may elect to have their pay directly deposited in their bank accounts provided that they notify and submit the appropriate paperwork to the business office no later than August of the school year in which the direct deposit will take place.
- F. The Board agrees to permit unit members to participate in the South Jersey Credit Union. The business office shall make payroll deductions as authorized by the unit member and will forward all monies within five (5) working days following the pay from which the money is deducted.

Teachers

A. Horizontal Movement

- 1. For horizontal movement on the salary guides, the courses submitted must be as follows:
 - a. Graduate level courses relevant to the teaching profession.
 - b. Courses in a graduate level degree program in which the teacher is matriculated and which program is relevant to teaching. In this setting undergraduate courses required by the program will be accepted, otherwise no undergraduate courses will be accepted.
- 2. To receive horizontal movement effective September 1 or February 1 of the school year, the teacher must submit the paper form to the Superintendent by December 1 of the preceding school year. Upon completion of courses, proof thereof must be submitted to the Superintendent fifteen (15) days prior to the expected date of movement.
- 3. There will be two opportunities for lateral movement on the salary guide. Increases approved by the board in October are retroactive to September 1st. Increases approved by the board in March are retroactive to February 1st.

B. Teachers performing after work day homework club or detention will be paid at the rate of :

19/20	\$57.88/hour, prorated
20/21	\$57.88/hour, prorated
21/22	\$59.67/hour, prorated
22/23	\$61.52/hour, prorated

- C. Money earned for extra-curricular activities (Schedule B) home instruction and ESY shall be paid as earned. All time sheets must be approved by one's supervisor and submitted for payment.
- D. Teachers who may be required to use their own automobiles to conduct school business at the request of the Administration shall be reimbursed for all travel according to the current Internal Revenue Service mileage reimbursement schedule.
- E. Teachers that work on ESY, home instruction, during workday lunch instruction, school curriculum in the summer or after the school work day if authorized by the Superintendent will be compensated at a rate of:

19/20	\$38.23/hour
20/21	\$38.23/hour
21/22	\$39.42/hour
22/23	\$40.64/hour

- F. In the 20th year of service to the district teachers shall receive a one-time longevity payment of \$700 to be issued in a separate check. This represents the established practice and procedure set forth by the district.
- G. In the 25th year of service to the district teachers shall receive a one-time longevity payment of \$400 to be issued in a separate check.
- H. In order to avoid doubling up classes every effort will be made to provide substitutes to the affected classes. In the event the Board is unable to fill a teaching staff position, teachers may be asked to cover a 45 or 90 minute block of classroom time. Compensation for this will be at the rate of \$25 per 45 minute single block and \$45 for a 90 minute double block.

Support Professionals

- A. Vacation Schedule: Vacation allowance for all twelve-month secretaries shall be as follows:

0-3 years	1 week
4-7 years	2 weeks
8+ years	3 weeks

1. The unit member will provide a minimum of two weeks' notice to request vacation. The approval process will follow the current practice.

- B. A request for the use of a vacation day for a work day in the week preceding the first day of school, during the first week of school, the last week of school; and, the week after the last day of school shall be made in writing to the Principal or Superintendent at least fifteen (15) work days in advance of the requested date. A request for vacation for a work day in the week immediately before the start of the school year or immediately after the end of the school year will be granted as long as coverage is secured for the staff.
- C. Instructional Assistants shall work teacher calendar with respect to holidays. This includes three (3) paid holidays (Thanksgiving, Christmas, and New Year).
- D. Instructional assistants who are on the Board approved substitute list who have the appropriate NJ substitute certification and serve as substitutes for teacher positions or secretary positions shall receive \$25 to cover a class for a teacher and \$17 to fill in for a secretary in addition to their regular daily rate of pay.
- E. In the 20th year of service to the district, support professionals shall receive a one-time longevity payment of \$500.00.
- F. Overtime shall be paid at the rate of one and one half (1 ½) the hourly salary for all time worked over forty (40) hours a week in a regular work week.

Article XVI - Insurance

- A. The insurance plan shall be the Amerihealth Point of Service Program as outlined in Appendix A; covering, but not limited to such areas as hospitalization, surgical services, anesthesia services, in hospital services, other specified services performed by a physician and major medical program. Unit members shall abide by the current premium contribution levels as established by law.
- B. At a full time unit member's option, however, the Board of Education agrees to pay Prudential, or any other comparable plan approved by the Board for the full time unit member in lieu of A above equaling 80% coverage of salary on disability plan.
- C. The Board agrees to provide a deductible prescription plan as outlined in Appendix B. The plan shall include a mail order option and a generic group option with a deductible for the full time unit member and his/her family.

2019-2023	Retail: \$10 generic/\$25 brand
2019-2023	Mail Order: \$10 generic/\$25 brand

- D. The Board agrees to provide a dental plan for the full time unit member only as outlined in the Appendix.
- E. The Board agrees to make the option available for employees to buy family dental coverage in either Premier or PPO plan through payroll reduction.
- F. Insurance Coverage Opt-Out Provision

1. Berlin Township Education Association members may opt-out of the Health Insurance Coverage provided by the Board of Education upon submission of proof of alternative health insurance coverage.
2. Unit members who elect to waive coverage of POS V/POS X pursuant to this plan shall be entitled to receive payment as follows:
 - a. Family Coverage to No Coverage \$3,000
 - b. Couple Coverage to No Coverage \$2,000
 - c. Parent/Child Coverage to No Coverage \$1,500
 - d. Single Coverage to No Coverage \$1,000
 - i. Payment of monies shall be paid in two equal installments. The first installment will be made on the second payday in December. The second installment will be made on the second payday in June of the same school year.
 - ii. Notwithstanding the above, unit members who have a change in status (e.g. termination of employment, divorce [copy of decree required], legal separation [copy of decree required], death [copy of certificate required], which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the plan year provided the unit member gives the Board notice of the change in status. Otherwise all elections for a cash option shall be in effect for the entire twelve month benefit period. The Board's obligation for the cash option shall be prorated for those unit members subject to a change in status.

Article XVII - Miscellaneous Provisions

- A. If any provision of the Agreement or any application of it to any unit member or group of unit members is held to be contrary to law, then such a provision or application shall be deemed to be not valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.
- B. Any individual contracts between the Board and the individual unit member heretofore or hereafter executed shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Proposed changes in existing working conditions must be negotiated with the exclusive bargaining agents before they are established, as per 34:13A-5.3.
- D. All notices for job opportunities within the negotiating unit shall be posted in all work locations on the Association bulletin board at least five (5) days before the closing date for applications. A copy of each such notice shall be sent to the Association.

Article XVIII - Tuition Reimbursement

- A. The Board shall pay the full cost of registration and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions

or other such sessions attended by a unit member at the pre-approved request of the unit member or at the request of the Administration.

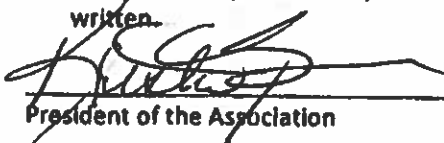
- B. Effective upon ratification of this agreement there shall be a tuition reimbursement program established with the following conditions:
1. The course must be taken at a duly authorized institution of higher education as defined in N.J.S.A. 18A:3-15.3. The employee shall obtain approval from the Superintendent prior to enrollment in any course for which tuition assistance is sought. The tuition assistance or additional compensation shall be provided only for a course or degree related to the employee's current or future job responsibilities.
 2. The unit member must receive a grade of "B" or better in the course.
 3. The Board will reimburse one time up to \$40.00 for Praxis upon receipt of a passing test score leading to an additional certification.
 4. Tuition reimbursement includes the entire contract year including summer courses.
 5. The Board will provide a tuition reimbursement total of \$13,000 per year during the 2019-2023 school years. Tuition reimbursement is limited to \$1,000 per person with a maximum of two (2) courses per year, with any remaining funds to be equally distributed up to the total tuition cost of each approved course.

Article XIX - Extra-Curricular Activities

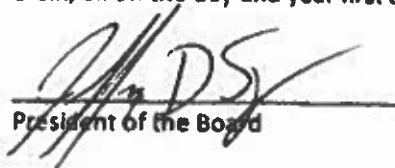
- A. Schedule B, the extra-curricular guide is attached.
- B. Activities will be approved by the Principal, Superintendent and the Board of Education.
- C. All activities will have a "job" description. The Association may have input into the description.
- D. The activities list will be flexible.
 1. The district will not be required to provide every activity every year.
 2. The number of personnel needed may vary.
 3. New activities may be added.

Article XX - Duration of Agreement

- A. This agreement shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2023. In accordance with the Association's right to negotiate over a successor agreement as provided in Article II, this agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated and be of no further force or effect unless expressly extended beyond that date in writing and executed by both parties.
- B. In Witness Whereof, the Association has caused this agreement to be signed by its President and Secretary and the Board has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed herein, all on the day and year first above written.



President of the Association



President of the Board

Denise Smith

Secretary to the Association

3-26-2021

Date

Megan A.

Secretary to the Board

3/18/2021

Date

EXTRA-CURRICULUM & CO-CURRICULAR ACTIVITIES - Schedule B - 2019-2023
 Single Rate per Year Example

I. STIPEND ACTIVITIES

- TYPE I Minimum of 31 hours
- TYPE II Minimum of 15 hours maximum of 30 hours
- TYPE III One-time event
- TYPE IV Year-long, no direct pupil contact and minimum of 31 hours
- TYPE V Other: Stipend amount based on hours, responsibilities and number of students

Upon approval by the Superintendent and Board of Education, the building principal will decide the number in each category.

ACTIVITIES

Position	Type	2019	2020	2021	2022
Honor Society *This is a shared position. Stipends listed are split between two advisors.	V	\$2,363.00	\$2,434.00	\$2,509.00	\$2,587.00
Yearbook					
*This is a shared position. Stipends listed are split between two advisors.	I	\$1,687.00	\$1,738.00	\$1,792.00	\$1,848.00
Student Government	V	\$2,133.00	\$2,197.00	\$2,265.00	\$2,335.00
Student Govt. Asst.	V	\$1,350.00	\$1,391.00	\$1,434.00	\$1,478.00
8 th Grade Coordinator					
*This is a shared position. Stipends listed are split between two advisors.	V	\$2,363.00	\$2,434.00	\$2,509.00	\$2,587.00
Debate Team					

Handwritten signature

*Uses Title IV Funds; may not be offered every year.	I, assistant	\$1,012.00	\$1,042.00	\$1,074.00	\$1,107.00
Legs League					
*Uses Title IV Funds; may not be offered every year.	I	\$1,667.00	\$1,738.00	\$1,792.00	\$1,848.00

ATHLETICS

Position	Type	2019-2020	2020-2021	2021-2022	2022-2023
Head Coach					
*Baseball, Softball, Basketball		\$2,250.00	\$2,318.00	\$2,390.00	\$2,464.00
Head Coach		\$2,025.00	\$2,086.00	\$2,151.00	\$2,218.00
*Soccer					
Head Coach		\$1,800.00	\$1,854.00	\$1,911.00	\$1,970.00
*Cross Country		\$1,350.00	\$1,391.00	\$1,434.00	\$1,478.00
Assistant Coach					
Activities					
Coordinator		\$2,363.00	\$2,434.00	\$2,509.00	\$2,587.00
Event Security					
*for entire season of a sport		\$28.13/hour	\$28.97/hour	\$29.87/hour	\$30.80/hour

COMMITTEE AND SUPERVISION

Position	Type	2019-2020	2020-2021	2021-2022	2022-2023
Committee Work		\$38.23/hour	\$38.23/hour	\$39.42/hour	\$40.64/hour
Chaperones					
*Dances, DARE, 8 th Grade Graduation		\$109.32/event	\$109.32/event	\$112.38/event	\$115.86/event
Detention/Academic Instruction		\$57.88/hour, prorated	\$57.88/hour, prorated	\$59.67/hour, prorated	

Signature

OTMER

	TYPE	2019-2023	
Inst. Band/Jazz Band	I	2019-2021 \$4,950.00 2022-2023 \$5,103.00	<ul style="list-style-type: none"> 3 Concerts Includes all practices and rehearsals Any performance, concert, competition in addition to above (i.e., graduation, special meeting, etc.) will be reimbursed the negotiated per hour rate with advance approval of principal and Business administrator
Chorus	I	2019-2021 \$2,475.00 2021-2023 \$2,552.00	<ul style="list-style-type: none"> 3 Concerts Includes all practices and rehearsals Any performance, concert, competition in addition to above (i.e., graduation, special meeting, etc.) will be reimbursed the negotiated per hour rate with advance approval of principal and Business administrator
• Vocal			

MISCELLANEOUS

- All position openings for coaching and supervisors will be posted each June in both schools
- New Activities:
 1. When starting a new club, event, activity or sport the following process will occur.
 - Building principal will develop a proposal containing the following:
 - a. Name of activity
 - b. Number of approximate hours
 - c. Number of approximate student participants
 - d. Goals of the program
 - e. Assessment of success of the program
 - f. Approximate cost including:
 1. Stipend(s)
 2. Travel
 3. Supervisor other than coach(s)
 4. Material and equipment
 2. The proposal will be submitted to the BTEA executive committee, Business Administrator and Superintendent.
 3. Upon approval from the BA and Superintendent, the proposal will be submitted to the Board of Education for approval
 4. Once approved, new activity position will be posted for 5 days in both schools
 5. When filling a position, the order of preference will follow 6A:9-S.19 and Board of Education Policy #3134 which states:
 - a. Certified staff member meeting criteria established by principal

- b. Support staff member meeting criteria established by principal
- c. Community volunteer meeting criteria established by principal
 - 1. will need to be approved by the Camden County Executive Superintendent
 - 2. must meet appropriate background check criteria



BASE YEAR
2018-19 Berlin Township Secretaries

Salary Guide

Step	Salary
1	34,447
2	35,097
3	35,747
4	36,397
5	37,047
6-11	38,047
12	39,047
13	41,247
14	43,447
15	46,652

BASE YEAR**2018-19 Berlin Township Teachers****Salary Guide**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	52,382	53,182	53,982	55,582	56,382	57,182
2	52,882	53,682	54,482	56,082	56,882	57,682
3	53,632	54,432	55,232	56,832	57,632	58,432
4-6	54,570	55,370	56,170	57,770	58,570	59,370
7	55,570	56,370	57,170	58,770	59,570	60,370
8	56,215	57,015	57,815	59,415	60,215	61,015
9	58,763	59,563	60,363	61,963	62,763	63,563
10	61,664	62,464	63,264	64,864	65,664	66,464
11	64,708	65,508	66,308	67,908	68,708	69,508
12	67,903	68,703	69,503	71,103	71,903	72,703
13	71,256	72,056	72,856	74,456	75,256	76,056
14	74,775	75,575	76,375	77,975	78,775	79,575
15	78,467	79,267	80,067	81,667	82,467	83,267
16	82,342	83,142	83,942	85,542	86,342	87,142
17	86,409	87,209	88,009	89,609	90,409	91,209

YEAR 1			0.80769		\$ 11.00
2019-20	Berlin Township Aides				
	6.50 hrs	5.25 hrs			186 days
Salary Guide					
Step	FT Aides	PT Aides		148	
			1,209	976.5	
1	15,591	13,222	12.90	13.54	
2	15,980	13,457	13.22	13.78	
3	16,381	13,798	13.55	14.13	
4	16,790	14,146	13.89	14.49	
5	17,212	14,504	14.24	14.85	
6	17,644	14,872	14.59	15.23	
7	18,088	15,249	14.96	15.62	
8	18,543	15,636	15.34	16.01	
9	19,009	16,032	15.72	16.42	Percent
10	19,488	16,439	16.12	16.83	3.001%
11	19,978	16,856	16.52	17.26	
12	20,482	17,284	16.94	17.70	
13	20,999	17,723	17.37	18.15	
14	21,529	18,174	17.81	18.61	
15	22,175	18,886	18.34	19.34	

YEAR 1
2019-20 Berlin Township Secretaries

Salary Guide

Step	Salary
1	34,750
2	35,395
3	36,040
4	36,685
5	38,094
6	39,558
7	41,506
8	43,454
9	45,402
10	47,352

Percent
3.00%

YEAR 1**2019-20 Berlin Township Teachers**

	800	1,600	3,200	4,000	4,800	
Salary Guide						
Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	54,095	54,895	55,695	57,295	58,095	58,895
2	54,445	55,245	56,045	57,645	58,445	59,245
3	54,945	55,745	56,545	58,145	58,945	59,745
4	55,695	56,495	57,295	58,895	59,695	60,495
5-7 (5)	56,633	57,433	58,233	59,833	60,633	61,433
8 (6)	57,633	58,433	59,233	60,833	61,633	62,433
9 (7)	58,278	59,078	59,878	61,478	62,278	63,078
10 (8)	60,843	61,643	62,443	64,043	64,843	65,643
11 (9)	63,759	64,559	65,359	66,959	67,759	68,559
12 (10)	66,819	67,619	68,419	70,019	70,819	71,619
13 (11)	70,030	70,830	71,630	73,230	74,030	74,830
14 (12)	73,399	74,199	74,999	76,599	77,399	78,199
15 (13)	76,935	77,735	78,535	80,135	80,935	81,735
16 (14)	80,645	81,445	82,245	83,845	84,645	85,445
New (15)	84,537	85,337	86,137	87,737	88,537	89,337
17 (16)	88,622	89,422	90,222	91,822	92,622	93,422

YEAR 2
2020-21 Berlin Township Secretaries

Salary Guide

Step	Salary
1	35,000
2	35,631
3	36,262
4	37,656
5	39,103
6	40,605
7	42,165
8	44,130
9	46,095
10	48,062

Percent
3.00%

YEAR 2
2020-21 Berlin Township Aides

\$ 12.00

Salary Guide
Step

	FT Aides	PT Aides		155
1	15,746	13,222	13.02	13.54
2	16,135	13,457	13.35	13.78
3	16,536	13,798	13.68	14.13
4	16,945	14,146	14.02	14.49
5	17,367	14,504	14.36	14.85
6	17,799	14,872	14.72	15.23
7	18,243	15,249	15.09	15.62
8	18,698	15,636	15.47	16.01
9	19,164	16,032	15.85	16.42
10	19,643	16,439	16.25	16.83
11	20,133	16,856	16.65	17.26
12	20,637	17,284	17.07	17.70
13	21,154	17,723	17.50	18.15
14	21,684	18,174	17.94	18.61
15	22,425	19,136	18.55	19.60

Percent
 3.000%

YEAR 2**2020-21 Berlin Township Teachers****Salary Guide**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	55,250	56,050	56,850	58,450	59,250	60,050
2	55,763	56,563	57,363	58,963	59,763	60,563
3	56,113	56,913	57,713	59,313	60,113	60,913
4	56,613	57,413	58,213	59,813	60,613	61,413
5	57,363	58,163	58,963	60,563	61,363	62,163
6	58,301	59,101	59,901	61,501	62,301	63,101
7	59,301	60,101	60,901	62,501	63,301	64,101
8	60,636	61,436	62,236	63,836	64,636	65,436
9	63,626	64,426	65,226	66,826	67,626	68,426
10	66,764	67,564	68,364	69,964	70,764	71,564
11	70,057	70,857	71,657	73,257	74,057	74,857
12	73,512	74,312	75,112	76,712	77,512	78,312
13	77,137	77,937	78,737	80,337	81,137	81,937
14	80,941	81,741	82,541	84,141	84,941	85,741
15	84,933	85,733	86,533	88,133	88,933	89,733
16	89,122	89,922	90,722	92,322	93,122	93,922

YEAR 3
2021-22 Berlin Township Secretaries

Salary Guide
Step

Salary

1	35,250
2	35,659
3	37,237
4	38,668
5	40,154
6	41,696
7	43,298
8	44,962
9	46,884
10	48,807

Percent
3.10%

YEAR 3
2021-22 Berlin Township Aides

\$ 13.00

Salary Guide

Step	FT Aides	PT Aides	171		
1	15,917	13,222	13.17	13.54	
2	16,306	13,457	13.49	13.78	
3	16,707	13,798	13.82	14.13	
4	17,116	14,146	14.16	14.49	
5	17,538	14,504	14.51	14.85	
6	17,970	14,872	14.86	15.23	
7	18,414	15,249	15.23	15.62	
8	18,869	15,636	15.61	16.01	
9	19,335	16,032	15.99	16.42	Percent
10	19,814	16,439	16.39	16.83	3.10%
11	20,304	16,856	16.79	17.26	
12	20,808	17,284	17.21	17.70	
13	21,325	17,723	17.64	18.15	
14	21,855	18,174	18.08	18.61	
15	22,675	19,386	18.76	19.85	

Year 4
2022-23 **Berlin Township Secretaries**

Salary Guide

Step	Salary
1	35,500
2	36,765
3	38,178
4	39,645
5	41,168
6	42,750
7	44,392
8	46,098
9	47,869
10	49,564

Year 4
2022-23 Berlin Township Aides

\$ 14.00

Salary Guide

Step	FT Aides	PT Aides	210	
1	18,135	14,647	15.00	15.00
2	18,256	14,745	15.10	15.10
3	18,377	14,843	15.20	15.20
4	18,498	14,941	15.30	15.30
5	18,619	15,038	15.40	15.40
6	18,740	15,136	15.50	15.50
7	18,885	15,249	15.62	15.62
8	19,079	15,636	15.78	16.01
9	19,545	16,032	16.17	16.42
10	20,024	16,439	16.56	16.83
11	20,514	16,856	16.97	17.26
12	21,018	17,284	17.38	17.70
13	21,535	17,723	17.81	18.15
14	22,065	18,174	18.25	18.61
15	22,925	19,636	18.96	20.11

YEAR 3
2021-22 Berlin Township Teachers

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	55,526	56,326	57,126	58,726	59,526	60,326
2	56,039	56,839	57,639	59,239	60,039	60,839
3	56,389	57,189	57,989	59,589	60,389	61,189
4	56,889	57,689	58,489	60,089	60,889	61,689
5	57,639	58,439	59,239	60,839	61,639	62,439
6	58,577	59,377	60,177	61,777	62,577	63,377
7	59,577	60,377	61,177	62,777	63,577	64,377
8	61,252	62,052	62,852	64,452	65,252	66,052
9	64,259	65,059	65,859	67,459	68,259	69,059
10	67,415	68,215	69,015	70,615	71,415	72,215
11	70,726	71,526	72,326	73,926	74,726	75,526
12	74,200	75,000	75,800	77,400	78,200	79,000
13	77,846	78,646	79,446	81,046	81,846	82,646
14	81,672	82,472	83,272	84,872	85,672	86,472
15	85,686	86,486	87,286	88,886	89,686	90,486
16	89,898	90,698	91,498	93,098	93,898	94,698

Year 4
2022-23 Berlin Township Teachers

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	56,422	57,222	58,022	59,622	60,422	61,222
2	57,528	58,328	59,128	60,728	61,528	62,328
3	58,041	58,841	59,641	61,241	62,041	62,841
4	58,391	59,191	59,991	61,591	62,391	63,191
5	58,891	59,691	60,491	62,091	62,891	63,691
6	59,641	60,441	61,241	62,841	63,641	64,441
7	60,579	61,379	62,179	63,779	64,579	65,379
8	61,756	62,556	63,356	64,956	65,756	66,556
9	64,789	65,589	66,389	67,989	68,789	69,589
10	67,972	68,772	69,572	71,172	71,972	72,772
11	71,312	72,112	72,912	74,512	75,312	76,112
12	74,816	75,616	76,416	78,016	78,816	79,616
13	78,494	79,294	80,094	81,694	82,494	83,294
14	82,352	83,152	83,952	85,552	86,352	87,152
15	86,401	87,201	88,001	89,601	90,401	91,201
16	90,650	91,450	92,250	93,850	94,650	95,450

