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C O N T R A C T A G R E E M E N T

Between The

BERKELEY TOWNSHIP TEACHERS' ASSOCIATION

And The

BOARD OF EDUCATION OF BERKELEY TOWNSHIP

BAYVILLE, NEW JERSEY

THE COUNTY OF OCEAN, NEW JERSEY

SEPTEMBER 1, 1971

PREAMBLE

This Agreement is entered into this first (1st) day of September, 1971, by and between the Board of Education of Berkeley Township, the city of Bayville, New Jersey, hereinafter called the "Board", and the Berkeley Township Teachers' Association, hereinafter called the "Association".

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Berkeley Township Teachers' Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for those certificated personnel whether under contract, on leave, or employed, including:

Classroom Teachers
Librarians
Nurses

But excluding:

Secretaries
Custodians
Bus Drivers
Cafeteria Workers

- B. Unless otherwise indicated, the term 'teachers', when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.
- C. Classroom teachers shall include special teachers or 'sharing' teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good - faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October first (1st) of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the Berkeley Township School District that fall within public domain.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. Except as this Agreement shall hereinafter otherwise provide, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter 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 executed this Agreement.
- G. 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 III

GRIEVANCE PROCEDURE

A grievance shall mean a complaint by employees or representatives of employees that there has been a misinterpretation, misapplication, or violation of policies, agreements or administrative decisions affecting them. With respect to his grievances he shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal. He shall have the right to present his own appeal or to designate the building representatives of the Berkeley Township Teachers' Association, or any other representative of his own choosing, to appear with him or for him at any step in his appeal after the informal meeting with the building principal up to and including Step 4.

Non-renewal of a non-tenure teacher contract is not subject to the grievance procedure provided the teacher has been evaluated according to the established evaluation procedures.

1. Any employee who has a grievance shall discuss it first with his principal in an attempt to resolve the matter informally at that level.
2. If, as a result of this discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he may set forth his complaint in writing to the principal. This letter shall contain a request for a meeting with the principal within five (5) school days after his receipt of the complaint. The employee may request representation at this meeting by any member of the Teachers' Association or by the Association Committee within his own building. Following this meeting the principal shall communicate his decision to the employee in writing within three (3) school days.
3. The employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing within five (5) school days after receiving the principal's written decision. The appeal must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties and, upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days of receipt of the employee's written appeal. The Superintendent shall communicate his decision in writing along with supporting reasons, to the employee and the principal.
4. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request for review shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board of Education shall before the next regular board meeting or within fifteen (15) days of receipt of request, review the grievance, hold a hearing with the employee(s) if requested, and render a decision as quickly as possible, but within a period not to exceed thirty (30) calendar days. At any meeting with the Board, the employee may be represented by any person of his choosing.

GRIEVANCE PROCEDURE

5. (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Four, or if no decision has been rendered within fifteen (15) school days after the grievance was heard by the Board of Education, he may, within five (5) school days after a decision by the Board or twenty (20) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Chairman of the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- (b) Within ten (10) school days after such written notice of submission to 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 American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) 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 shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory on the parties.
- (d) 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 expenses incurred shall be paid by the party incurring same.

GRIEVANCE PROCEDUREMiscellaneous

1. If, in the judgment of the Berkeley Township Teachers' Association, a grievance affects a group or class of teachers, the Berkeley Township Teachers' Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three.
2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
4. The aggrieved party shall not be excused from performance of duty until the grievance be fully determined.

COMPLAINT PROCEDUREI. STATEMENT OF PURPOSE:

To provide procedures for the investigation of a complaint involving pupils and teacher, or parent and teacher.

II. PROCEDURAL STEPS:

- A. Step One: Teacher and pupils, or teacher and parents must confer at this step to attempt to resolve any and all complaints. Any unresolved complaints will then be processed through Step Two.
- B. Step Two: Any complaint unresolved under Step One will be reviewed by the building principal in an attempt to resolve the matter to the satisfaction of all parties concerned. If the matter still remains unresolved, it will be processed under Step Three.
- C. Step Three: Any complaint unresolved at Step Two must be submitted in writing by the complainant to the building principal who shall forthwith forward a copy to the superintendent and to the teacher or teachers involved.
- D. Step Four: Upon receipt of the written complaint, the superintendent will confer with all parties. The teacher has the right to be present at all meetings of the superintendent and the complainant. This right includes representation by any representative of the teacher's choosing, at any meetings with the superintendent or any meetings between the superintendent and the complainant.
- E. Step Five: If the superintendent is unable to resolve this complaint to the satisfaction of all parties concerned, he shall forward the results of his investigation along with his recommendations, in writing, to the Board of Education, and a copy to all parties concerned.
- F. Step Six: After receipt of the superintendent's findings and recommendations, and before action thereon, the Board of Education shall afford the parties the opportunity to meet with the Board and show cause why the superintendent's recommendations should not be followed. All parties shall have the right of representation before the Board of Education, which right includes representation by any representative of the parties choosing.
- G. Step Seven: Copies of the action taken by the Board of Education shall be forwarded to all parties.

III. If the aggrieved person is not satisfied with the disposition of his grievance at Level Seven, or if no decision has been rendered within five (5) school days after presentation to the Board, he may file it under the Grievance Procedure and it will be initiated at Level Four.

ARTICLE IV

TEACHER RIGHTS

- A. Except as otherwise provided in Chapter 303, PL 1968, "public employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity....."
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be formally disciplined, formally reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the Grievance Procedure herein set forth.
- D. "Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview." Chapter 451, PL 1968 (Assembly Bill No. 529, Approved February 20, 1969).
- E. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the Berkeley Township School District that fall within public domain.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required, in accordance with Board Policy #705.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall furnish materials and supplies incident to such use.
- F. When available, the Association shall have the right to purchase expendable office supplies and other materials from the Board at the price paid by the Board to its suppliers.
- G. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required. The Board reserves the right to post communications to teachers on said bulletin boards.
- H. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary for Association business.
- I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

ARTICLE VI

SCHOOL CALENDAR

- A. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred ninety (190) days, between September first (1st) and June thirtieth (30th). 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.

ARTICLE VIITEACHING HOURS AND TEACHING LOAD

A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "Sign-In-Out" roster.

2. The arrival and departure times for all teachers shall be designated as shown below:

Clara B. Worth School - 8:00 A.M. to 3:30 P.M.

Bayville School - 8:30 A.M. to 4:00 P.M.

Exceptions to this practice will occur when meetings are scheduled, when educational trips run beyond the normal hours, and when schools are required to operate on double sessions. Double session hours for teachers shall be designated as shown below:

Clara B. Worth School - 7:30 A.M. to 12:30 P.M. (Morning Session)
or
12:00 Noon to 5:00 P.M. (Afternoon ")

Bayville School - 8:00 A.M. to 1:00 P.M. (Morning Session)
or
12:30 P.M. to 5:30 P.M. (Afternoon ")

When superintendent's meetings are called, the designated departure time may be extended to, but will not exceed 5:00 P.M. In the event of double sessions, teacher departure time may be extended one (1) hour.

When individual school staff meetings are called, the designated departure time may be extended forty-five (45) minutes.

3. "Any teacher employed in both morning and in afternoon sessions shall be entitled to duty-free lunch period during the hours normally used for lunch periods in the school. Such duty-free lunch period shall not be less than 30 minutes except in a school where the lunch period for pupils is less than 30 minutes, in which case the duty-free lunch period shall be not less than the lunch period allowed pupils".
(Commissioner's Rules and Regulations - 1964 - Section No. 28)

B. The daily teaching load in the elementary schools of Berkeley Township will normally consist of five (5) hours and thirty (30) minutes of classroom pupil contact.

C. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period. Teachers shall make the appropriate check in the Sign-Out and Sign-In roster at lunch time.

ARTICLE VII
TEACHING HOURS AND TEACHING LOAD

- D. Faculty meetings will normally take place according to the following schedule:
- a. First Monday of Month - Superintendent's Combined Staff Meeting
 - b. Second and Fourth Mondays of each Month - Individual Schools' Staff Meetings
 - c. Third Monday of the Month - The Berkeley Township Teachers' Association Meetings.

In the event that Monday becomes an unsuitable day for conducting staff meetings, another day will be pre-arranged. The reason for these changes occurs when it is necessary for the majority of the staff to take courses on a particular day.

- E. Educational trips are to be normally scheduled during the pupils' school day. On occasion it is necessary for teachers to overextend these hours.
- F. Teacher participation in extra-curricular activities shall be voluntary and shall be compensated at the rate of pay in Schedule B - Section A.
- G. Teacher participation in educational trips which extend overnight or on weekends shall be voluntary.
- H. For the promotion of good public relations, the Berkeley Township Teachers' Association will provide teacher representation at P.T.A. meetings.
- I. Teachers are required to accept responsibility for various duties as indicated below:
- 1. Cafeteria Duty
 - 2. Playground Duty

Teachers are required to serve bus duty - A.M. and P.M.

Other responsibilities and duties not relating to the teachers' normal workload shall be negotiable in reference to extra compensation for such duties.

- J. Teachers may not leave the building when sharing teachers are conducting lessons in their classrooms. Teachers shall remain in the classroom during the time sharing teachers conduct lessons for such time as necessary to be aware of the lesson that was conducted and to provide the necessary follow-up of that lesson if the need presents itself.

ARTICLE VIIINON-TEACHING DUTIES

A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should to the extent possible be utilized to this end. Therefore, they agree as follows:

1. Teachers shall not be required to perform the following duties:

- a. Nonprofessional assignments, including but not limited to milk distribution.
- b. Collecting money from students.
- c. Delivering books to or from classrooms.
- d. Keeping New Jersey School Registers.

2. By the beginning of the 1971-72 school year, the Board shall employ not less than eight (8) aides in the elementary schools. Non-instructional aides shall be employed in all schools for the specific purpose of playground duty and lunchroom duty. Certification and standards for appointment shall conform to the "Regulations and Recommendations of the State Board of Education for the Employment, Assignment, Supervision, and Training of School Aides".

A duty roster shall be established in each school and teachers shall be on call on the school premises. One teacher shall be responsible for each lunchroom period and one teacher for each playground period.

3. Activities which have no educational objective shall be barred from the classroom. This shall include, but not be limited to the collection of funds for:

- a. Activities in which all pupils are expected to participate which should be legitimately financed by the Board.
- b. Other activities of such a desirable educational nature that they should be legitimately financed by the Board.
- c. Activities and charitable purposes beyond the ability to pay of the least able pupil in the class.

4. a. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. He shall be compensated at the rate of ten (10) cents per mile for the use of his own automobile.

b. By the beginning of the 1971-72 school year, the Board shall arrange for and maintain appropriate liability insurance beyond prime carrier coverage to cover damages, losses, and expenses incurred by act or omission arising out of the authorized use of his own automobile in the performance of school duties.

ARTICLE IXTEACHER EMPLOYMENT

- A. When available, the Board will employ fully certificated and qualified personnel.

- B. Previously accumulated unused leave days may be restored to a returning teacher upon the recommendation of the superintendent and approval by the Board of Education.

- C. Teachers shall be notified of their contract and salary status for the ensuing year as soon as possible, but not later than April 1.

ARTICLE XSALARIESA. PURPOSE:

This Salary Guide has been adopted in order that the Board of Education may:

1. Secure and retain adequately prepared and competent teachers, and
2. Encourage these teachers to continue their professional growth.

B. POLICY APPLICATION:

1. "Any Board of Education may withhold for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any members in any year by a recorded roll call majority vote of the full membership of the Board of Education. It shall be the duty of the Board of Education, within 10 days, to give written notice of such action, together with the reasons thereof, to the member concerned. The member may appeal from such action to the Commissioner under rules prescribed by him....." 18A:29-14 NJS.

2. In cases of unusual or superior qualifications of a teacher, scarcity of supply, or special nature of the position, the Board of Education may make adjustments above the guide.

3. The basic salaries in this guide are expected to cover all services rendered by the teacher in connection with teaching assignment, supervision of students, in-service improvement programs, and any other duties pertaining to school activities and administration.

4. In-service increments shall be given to all instructional employees for continuous service in the district as shown below:

After 3 years continuous service	- \$300
After 6 years continuous service	- \$300
After 9 years continuous service	- \$300
After 12 years continuous service	- \$300
After 15 years continuous service	- \$500

These increments shall be in addition to the regular increments and shall become a permanent part of the employees' salary.

5. Yearly increments of \$300 from the 1st through the 5th steps, \$400 yearly increments from the 6th through the 10th steps and \$450 for the 11th through the 13th steps shall be given in all columns of the guide except the Non-Degree column.

6. When a member of the professional staff acquires a Master's Degree conferred by a college or university whose courses are acceptable to the New Jersey Board of Examiners, he shall be placed on the proper step of the Professional Salary Guide. This adjustment will be recommended to the Board of Education by the Superintendent of Schools when final proof of such degree is presented to the Superintendent.

ARTICLE X
SALARIES

B. POLICY APPLICATION CON'T.:

7. When a member of the professional staff acquires 10, 20, or 30 graduate credits beyond either the Bachelor's Degree or the Master's Degree, he shall be placed on the proper step of the Professional Salary Guide. This adjustment will be recommended to the Board of Education by the Superintendent when final proof of such graduate work is presented to the Superintendent.
8. Credit for military service up to a maximum of four (4) years or credit up to two (2) years for service in the Peace Corps shall be granted on the appropriate salary schedule. Credit for prior teaching shall be granted up to twelve (12) years. The total combination of military service or Peace Corps, and prior teaching service granted shall not exceed twelve (12) years. Prior teaching experience, military service, or Peace Corps service shall be verified and evaluated by the Superintendent of Schools.
9. The Board of Education may grant up to a maximum of ten (10) sick leave days which have been accumulated by a teacher in other districts within the State. (This policy will begin with new employments beginning with the 1971-72 school year and shall not be retro-active for present employees.)
10. The Board of Education will assume the financial responsibility for payment of 100% of the costs of Blue Cross/Blue Shield, Rider J and Major Medical Hospitalization Plans for all school district employees and their families.
11. All employees shall be offered contracts giving 100% adjustments to the proper step of the guide in terms of their academic preparation and/or experience and upon submission of the appropriate data.
12. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
13. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
14. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay in June. (Reference is noted to NJS Title 18A:29-3).
15. When a payday falls on or before a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
16. Teachers shall receive their final checks and the pay schedule for the following year on the last scheduled workday in June. (Particular reference is given to NJS 18A:29-4 "Withholding Salary for Failure to Perform Duties").

ARTICLE X
SALARIES

B. POLICY APPLICATION CON'T.:

"The Commissioner shall direct the custodian of school moneys of any district to withhold the salary of any teaching staff member of the district who shall neglect or refuse to perform any duty imposed upon him by law or by the Rules of the State Board until the receipt of notice from the Commissioner that such teacher has performed the duty."

17. Special Education teachers shall be paid one (1) step above their proper step on the salary schedule including one (1) step above the top of the guide, providing they have had three (3) years experience in the field for which they are employed - (Emotionally Disturbed, Trainable and/or Educable, Orthopedically Handicapped, Brain Injured, Neurologically Impaired, etc.). These adjustments are to become a permanent part of the Teachers' Salary Policy and Schedule.
18. An honorarium of \$300 shall be paid yearly to the employee in each school who is recommended by the Superintendent of Schools to act as an Assistant to the Building Principal.

ARTICLE XI

PROMOTIONS

A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisor levels of responsibility including but not limited to positions as superintendent, principal, department head, curriculum director. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the superintendent.

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting.

2. The qualifications for the position and its duties shall be clearly set forth.

3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in his notice, and the superintendent shall acknowledge in writing the receipt of all such applications. Applications shall be kept on file in the superintendent's office for continual consideration for future vacancies.

4. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable. In addition, the superintendent shall post a list of promotional positions to be filled during the summer period at the administrative office in each school.

B. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board and when all other factors are substantially equal, length of time in the Berkeley Township School District shall be the deciding factor.

ARTICLE XIITEACHER FACILITIES

- A. By the beginning of the 1971-72 school year, each school shall have the following facilities.
1. Space in each classroom in which teachers may store instructional materials and supplies.
 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 3. An appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
 4. The administration will provide facilities for parent/teacher telephone conversations and conferences.
 5. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher.
 6. Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms.
 7. A separate, private dining area for the exclusive use of the teachers.
 8. Free and adequate off-street paved parking facilities, which are protected against vandalism, properly maintained, and identified exclusively for teacher use.
 9. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 10. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
 11. Adequate chalkboard space in every classroom.
 12. A complete and unabridged dictionary in every classroom.
 13. Adequate books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibility.
- C. By the beginning of the 1971-72 school year, an appropriate room and other facilities for teachers who work in more than one school building shall be assigned to them in each school in which they work to permit the effective discharge of their responsibilities to their pupils. Such teachers shall also be assigned a single classroom or office for their exclusive use outside of regular teaching hours, with a desk or other equivalent facility and a place to store materials and supplies for their personal use.

ARTICLE XII
TEACHER FACILITIES

- D. Upon the request of the Association, vending machines shall be installed in the teachers' lounge and teachers' lunchroom areas. The profits from all such machines shall be placed in a student scholarship fund created for that purpose.

ARTICLE XIII

SICK LEAVE

A. Definition of Sick Leave (NJS 18A:30-1)

"Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household."

B. Sick Leave Allowable (NJS 18A:30-2)

"All persons holding any office, position, or employment in all local school districts, regional school districts or county vocational schools of the state who are steadily employed by the Board of Education or who are protected by tenure in their office, position, or employment under the provisions of this or any other law, except persons in the classified service of the civil service under Title II, Civil Service, of the Revised Statutes, shall be allowed sick leave with full pay for a minimum of 10 school days in any school year."

C. Accumulated Sick Leave (NJS 18A:30-3)

"If any such person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years."

D. Credited with Unused Sick Leave (NJS 18A:30-3.2)

"Whenever a Board of Education employs any person who has an unused accumulation of sick leave days from another school district in New Jersey, the employing board may grant, not later than the end of the first year of employment, part or full credit therefore. The amount of any such credit shall be fixed by resolution of the board uniformly applicable to all employees and subject to the provisions of this chapter." A certificate verifying this unused sick leave is necessary and is regulated by NJS 18A:30-3.3)

E. Physician's Certificate Required for Sick Leave (NJS 18A:30-4)

"In case of sick leave claimed, a board of education may require a physician's certificate to be filed with the secretary of the board of education in order to obtain sick leave."

ARTICLE XIII
SICK LEAVE

F. Prolonged Absence Beyond Sick Leave Period (NJS 18A:30-6)

"When absence, under the circumstances described in section NJS 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the board of education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the board of education in each individual case. A day's salary is defined as 1/200 of the annual salary."

It is the Board of Education's Policy that when in the absence of any persons for any reason of illness or injury exceeds the annual days¹ allowed and the accumulated days of sick leave, tenure persons shall be eligible to twenty (20) additional days of salary less the pay of a substitute, and non-tenure persons shall be eligible to ten (10) additional days at a salary less the pay of a substitute upon the recommendation of the Superintendent and final approval by the Board of Education. A physician's certificate is required.

G. Payment of Sick Leave for Service Connected Disability (NJS 18A:30-2.1)

Whenever any employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections NJS 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability."

H. There shall be no deductions for absence of teachers in the Berkeley Township District on days when the schools are in session less than a legal school day. A legal school day shall be defined according to the Commissioner's and/or the State Board of Education's determination as "A school day shall consist of not less than four (4) hours of actual school work, except in an approved kindergarten, one continuous session of 2½ hours may be considered a full day." (Rules and Regulations--State Board of Education, January, 1964, Page 11, Item 3B)
A professional day is also considered as a work day for teachers.

I. Salary payment shall be discontinued in case of absence in any one school year which exceeds that enumerated in the preceding paragraphs.

J. In the event of absence, the teacher shall provide notice either in accordance with agreed upon procedures or prescribed administrative directive and shall thereupon be relieved of any responsibility for providing a qualified substitute.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

- A. The provisions for temporary leave of absence at full pay stated below shall be for one (1) year and unused days shall not be accumulative for use in another year.
1. DEATH IN THE IMMEDIATE FAMILY:
 An allowance of up to six (6) calendar days leave at any one time shall be granted for death in the immediate family. Immediate family shall be considered to be: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, or any member of the immediate household.
 2. MILITARY SERVICE:
 All leaves of absence granted to employees entering military service shall be governed by the New Jersey Statutes.
 3. RESERVE FIELD TRAINING:
 All regular employees shall be granted permission to engage in military reserve field training without deduction to pay as set forth in the New Jersey Statutes.
- B. An allowance of up to three (3) days total leave with prior approval by the Superintendent of Schools for any one or combination of the following reasons shall be granted with pay for:
1. Observation of religious holidays where said observance prevents the teacher from working on said days.
 2. For the purpose of attending summer school classes and/or travel to the place where such classes are to be held at the beginning or end of the school year.
 3. In the event of death of a teacher's friend or relative outside the teacher's immediate family as defined above.
- C. Emergency Requests - the definition of emergency shall mean a situation that cannot be foreseen or planned for in advance. Up to a maximum of two (2) days in any school year, for personal leaves of absence, with or without pay, shall be a matter of discretion of the Building Principal and the Superintendent.
- D. In the event of the death of a teacher or student in the Berkeley Township School District, the Superintendent of Schools may grant to an appropriate number of teachers sufficient time off to attend the funeral.

ARTICLE XIV
TEMPORARY LEAVES OF ABSENCE

- E. Other temporary leaves of absence with pay may be granted by the Board of Education for good reason upon the recommendation of the Superintendent of Schools.
- F. Leaves taken pursuant to Sections A, B, C. and D shall be in addition to any sick leave to which the teacher is entitled.
- G. PROFESSIONAL VISITATIONS:

Leave may be granted on the recommendation and authorization of the Superintendent of Schools and limited to attendance and participation in professional meetings, conferences, workshops, seminars, and visitations to other school systems, not to exceed two (2) days in any one year. A complete report describing the professional activity shall be filed with the Superintendent of Schools.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

- A. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. All rights and benefits accrued will be protected under the New Jersey Statutes 18A:6-33 and 18A:29-11. These laws are titled "Tenure, Pension and Other Employment Rights in Military and Naval Services". (NJS 18A:29-11)

B. MATERNITY LEAVE:

As soon as any employee becomes aware of her pregnancy, she will apply for maternity leave without pay to take effect at the beginning of the fifth month or terminate employment at that time.

A maternity leave without pay shall be granted to all employees under tenure for a period of up to seven (7) months or as much longer as the Board of Education shall determine. Request for maternity leave without pay, shall be made by an employee before the third month of pregnancy and leave shall be granted no later than the beginning of the fifth month. An employee may file a request to return to work six weeks after the birth of a child upon the presentation of a medical certificate stating that she is capable of performing her duties. If an employee decides not to return, she should notify the Superintendent by giving notice of resignation at least ninety (90) days before the leave expires. A teacher with tenure and all non-professional employees with three (3) years service shall be credited for salary increment purposes as follows:

7-10 months of employment - 1 year credit

The teacher shall be reassigned to the position held at the time the leave was granted, if possible. Non-tenure persons may be eligible to the provisions of this policy on approval of the Board of Education.

C. LEAVES FOR ADOPTING CHILDREN:

Any female teacher adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Berkeley Township School District in the area of her certification or competence.

- D. Other extended leaves of absence without pay may be granted by the Board of Education on the recommendation of the Superintendent of Schools.

- E. Upon return from leave granted pursuant to the above sections, the teacher shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure.

ARTICLE XV
EXTENDED LEAVES OF ABSENCE

- F. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.
- G. All extensions or renewals of extended leaves of absence shall be applied for and granted in writing through the Office of the Superintendent.
- H. The Board shall grant a leave of absence without pay to any teacher to run for or serve in a state or national public office, such leave to be for a period of not less than 2½ months (September 1 to November 15) nor more than one school year at a time, subject to the possibility of individual yearly renewal. The school board must be notified of a teacher's intention to seek office no later than July 1, preceeding the September in which such leave is to be begun.

ARTICLE XVIPROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.

B. IN-SERVICE TRAINING TUITION COSTS - (Doard Policy #314)

The Board of Education shall reimburse employees for tuition fees incurred up to the amount of two hundred fifty dollars (\$250.00) during any year. Courses must be directly related to the teacher's field of endeavor and must receive prior approval of the Superintendent for consideration under this plan. Courses taken without prior approval shall be disallowed.

To be eligible for approval, course work shall be at the graduate level (providing these graduate courses are not to be used for certification purposes) or at the undergraduate level only when it exceeds the minimum four (4) semester hours credit required for the renewal of sub-standard certificates. Upon successful completion of the course with a grade of "C" or better, a transcript and receipts for tuition paid shall be submitted to the Superintendent.

Reimbursement shall be made for the actual costs of tuition not to exceed two hundred fifty dollars (\$250.00) before the end of October of the next school year. In the event a teacher leaves the district prior to the completion of the next school year, the amount of reimbursement made shall be deducted from the teacher's final pay.

ARTICLE XVII

PROTECTION OF TEACHERS,
STUDENTS AND PROPERTY

Teachers and students shall be protected according to present statutes and law, including but not limited to

NJS 18A:6-1--Corporal Punishment of Pupils

"No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

- (1) to quell a disturbance, threatening physical injury to others;
- (2) to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
- (3) for the purpose of self-defense; and
- (4) for the protection of persons or property;

and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void."

NJS 18A:16-6 -- Indemnity of Officers and Employees against Civil Actions

"Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses."

NJS 18A:16-6.1 -- Indemnity of Officers and Employees in Certain Criminal Actions

"Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the board of education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals."

1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

ARTICLE XVIIIDEDUCTION FROM SALARY

1. The Board agrees to deduct from the salaries of its teachers dues for the Berkeley Township Teachers' Association, the Ocean County Education Association, the New Jersey Education Association or the National Education Association or any one of any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-5,9E) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Berkeley Township Teachers' Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATIONTO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME _____ SOC. SEC. NO. _____
 SCHOOL BUILDING _____ DISTRICT _____

TO: DISBURSING OFFICER - BERKELEY TOWNSHIP BOARD OF EDUCATION

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January first (1st) next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for such monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all its officers from any liability therefor.

I designate the Berkeley Township Teachers' Association to receive dues and distribute according to the organization(s) indicated:

Berkeley Township Teachers' Association _____
 Ocean County Education Association _____
 New Jersey Education Association _____
 National Education Association _____

ARTICLE XVIII
DEDUCTION FROM SALARY

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate or its membership dues shall give the Board written notice prior to the effective date of such change.
3. Additional authorizations for dues deduction may be received after August first (1st) under rules established by the State Department of Education.
4. The filing of notice of a teacher's withdrawal shall be prior to December first (1st) and become effective to halt deductions as of January first (1st) next succeeding the date on which notice of withdrawal is filed.

ARTICLE XIXMISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other revisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be printed at the expense of the Board and the Association, equally, within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
1. If by Association, to Board of Education
57 Central Parkway
Bayville, N. J.
 2. If by Board, to Association
356 Atlantic City Boulevard
Bayville, N. J.
Care of the President

ARTICLE XXTEACHER-ADMINISTRATION LIAISON

- A. The Berkeley Township Teachers' Association shall select a liaison committee for each school building which shall meet with the building principal on request by either party for the duration of the school year. The purpose of this committee will be to review and discuss local school problems and practices, and to play an active roll in the recommendation for revision or development of building policies. This committee shall consist of not more than one (1) member for each ten (10) teachers in the school building, but shall in no event have less than two (2) members. Meetings shall be held at mutually agreeable times.
- B. Teacher representatives (One (1) from each school) shall be appointed by the Berkeley Township Teachers' Association Executive Board to meet with the superintendent on request by either party during the school year to review and discuss current school problems and practices and the administration of this Agreement. The teacher representatives may include, but not be limited to, members of the B.T.T.A. Executive Board. The B.T.T.A. president and the building principals may be included as ex-officio members. Meetings shall be held at mutually agreeable times.

ARTICLE XXIINSTRUCTIONAL COUNCIL

- A. A joint Instructional Council shall be established as soon as possible after the effective date of this Agreement. It shall consist of two (2) permanent representatives appointed by the Board, two (2) permanent representatives appointed by the Association, and the Superintendent of Schools. The Council shall meet at least once every other month during the school year and advise the Board and the Association on such matters as teaching techniques, curriculum improvement, extra-curricular programs, in-service testing, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, and other related matters regarding the effective operation of the Berkeley Township School District. Meetings shall be held at mutually agreeable times.

ARTICLE XXII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 1971 and shall continue in effect until August 31, 1972, subject to 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.

- 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 the Board Secretary and its corporate seal to be placed hereon, to take effect on the day and year first above written.

BERKELEY TOWNSHIP TEACHERS' ASSOCIATION

By: _____
Kenneth Fagen, President

By: _____
Lucyann Russ, Secretary

BERKELEY TOWNSHIP BOARD OF EDUCATION

By: _____
Board President

By: _____
Elaine M. Clay, Board Secretary

BERKELEY TOWNSHIP SCHOOLS

PROFESSIONAL SALARY SCHEDULE - 1971-72

STEPS	NON-DEGREE	B.A. or EQUIV.	B.A. + 10 GRAD. CREDITS	B.A. + 20 GRAD. CREDITS	B.A. + 30 GRAD. CREDITS	M.A. DEGREE	M.A. + 10 GRAD. CREDITS	M.A. + 20 GRAD. CREDITS	M.A. + 30 GRAD. CREDITS
1	6,900	7,500	7,600	7,700	7,800	8,100	8,200	8,300	8,500
2	7,200	7,800	7,900	8,000	8,100	8,400	8,500	8,600	8,800
3	7,500	8,100	8,200	8,300	8,400	8,700	8,800	8,900	9,100
4	7,800	8,400	8,500	8,600	8,700	9,000	9,100	9,200	9,400
5	8,100	8,700	8,800	8,900	9,000	9,300	9,400	9,500	9,700
6	8,400	9,100	9,200	9,300	9,400	9,700	9,800	9,900	10,100
7	8,700	9,500	9,600	9,700	9,800	10,100	10,200	10,300	10,500
8	9,000	9,900	10,000	10,100	10,200	10,500	10,600	10,700	10,900
9	9,300	10,300	10,400	10,500	10,600	10,900	11,000	11,100	11,300
10	9,600	10,700	10,800	10,900	11,000	11,300	11,400	11,500	11,700
11	9,900	11,150	11,250	11,350	11,450	11,750	11,850	11,950	12,150
12	10,200	11,600	11,700	11,800	11,900	12,200	12,300	12,400	12,600
13	10,500	12,050	12,150	12,250	12,350	12,650	12,750	12,850	13,050

INCREMENTS:

Steps 1-5	- \$300
Steps 6-10	- \$400
Steps 11-12	- \$450

EXTRA CURRICULAR COMPENSATION

A. The Board and the Association recognize the fact that certain duties carry a higher degree of responsibility and that they are beyond the normal duties that a teacher would be expected to perform. Accordingly, by the beginning of the 1971-72 school year, the following extra-curricular duties shall receive compensation according to the listed rate:

- Assistant to the Building Principal - \$300 per year
- Safety Patrol Advisor - \$100 per year
- Stokes Outdoor Education Coordinator- \$150 per year
- Stokes Outdoor Education Participants \$ 40 per session

BERKELEY TOWNSHIP SCHOOLS

SCHOOL CALENDAR - 1971-72

SEPTEMBER

S	M	T	W	T	F	S
					3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

MARCH

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY

S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE

S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

September - 18 days
 October - 20 days
 November - 18 days
 December - 17 days
 January - 21 days

February - 20 days
 March - 20 days
 April - 18 days
 May - 22 days
 June - 11 days
 TOTAL - 185 days

- Teacher Workday - Children do not attend
- School Closed
- Schools Closed after 4 hour session

Each teacher will make every effort to schedule parent conferences between October 6 and November 19. The afternoons of October 7, 13, and 19 will be set aside for this purpose. In the event parents are not available on the afternoons of October 7, 13, and 19, individual arrangements will be made. In the event all other possibilities have been exhausted, evening meetings will be considered. The reasonableness of the teacher's decision will be subject to review by the superintendent.