

CONTRACT  
AGREEMENT

BETWEEN THE

BERKELEY TOWNSHIP TEACHERS' ASSOCIATION

AND THE

Berkeley Township Board of Education  
BOARD OF EDUCATION OF BERKELEY TOWNSHIP (EMPLOYER)

( BAYVILLE, NEW JERSEY )

( THE COUNTY OF OCEAN, NEW JERSEY )

JULY 1, 1983

To

JUNE 30, 1986

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PREAMBLE

This Agreement is entered into this first (1st) day of July, 1983, 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".

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 the following personnel:

Full-time Classroom Teachers  
Full-time Librarians  
Full-time Nurses  
Supplemental Teaching Personnel who work twenty (20)  
or more hours per week\*

But excluding:

Supplemental Teaching Personnel who work less than  
twenty (20) hours per week  
Secretaries and Clerks  
Custodians  
Bus Drivers  
Cafeteria Workers  
Aides and Tutors  
Principals  
Special Services Team (Psychologist, Psychiatric Social  
Worker and Learning Disabilities  
Specialist)

- B. Unless otherwise indicated, the terms "teachers" or "employees", when used hereinafter in this Agreement, shall refer to all teachers, librarians and nurses represented by the Association in the negotiating unit as above defined as listed in Paragraph "A" and references to male teachers shall include female teachers.
- C. The term "classroom teachers" shall include special teachers or "sharing" teachers.
- D. The following provisions of this Agreement are the only ones which apply to included supplemental teaching personnel\*:

Articles 1 through 7; Article 8, Sections A,B,E,F,G,K through O; Articles 9 through 11; Article 12, Sections B4 through B10; Article 13; Article 14, Sections A1 through A4, Sections 6, 7, Sections 9 through 13, Sections C and D; Articles 15 and 16; Article 17, Sections A through G; Articles 19 through 21; and Articles 25 and 26.

ARTICLE IINEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with New Jersey Public Employer-Employee Relations Law in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Any Agreement so negotiated shall apply to all teachers recognized in Article I, be reduced to writing, and presented to the full Board and the Association, for consideration for final ratification.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. 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 counter-proposals 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, except as set forth in paragraph D of this article.
- 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 IIIGRIEVANCE 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 terms and conditions of employment. A grievant shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting the grievance. He shall have the right to present his own appeal or to designate the building representative of the Berkeley Township Teachers' Association, or any other representative of his own choosing, to appear with him, or, in case of emergency, for him, at any step in his appeal after the informal meeting with the administrator involved 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 the administrator involved 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, the employee may set forth his complaint in writing to the administrator involved. The letter shall contain a request for a meeting with the administrator involved 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 administrator involved shall communicate his decision to the employee, in writing, within three (3) school days. If a formal, written grievance is not presented by the aggrieved party within a period of twenty-five (25) calendar days excluding school recess during the school calendar year the misinterpretation, misapplication, or violation of policies, agreements or administrative decisions affecting terms and conditions of employment, then the grievance shall be disallowed.
3. The employee may appeal the involved administrator'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 involved administrator'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 administrator involved and shall confer with the concerned parties either as a group or 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 involved administrator.

ARTICLE III  
GRIEVANCE PROCEDURE

4. If the grievance is not resolved to the employee's satisfaction, the employee may request a review by the Board of Education within ten (10) calendar days after the receipt of the Superintendent's written decision. 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 render a decision within thirty (30) calendar days after the review is requested. At any meeting with the Board, the employee may be represented by any person of his choosing to appear with the employee.
  
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 thirty (30) calendar days after the grievance was heard by the Board of Education, the employee may, within five (5) calendar days after a decision by the Board, request in writing that the Chairperson of the Association submit the employee's grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) calendar days after the receipt of a request by the aggrieved person.  
  
(B) Within ten (10) calendar 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 or PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or PERC in the selection of an arbitrator.  
  
(C) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearing 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 binding on the parties only if the grievance is based upon the express written 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 insofar as the Agreement deals with other grievable matters under this Agreement.

ARTICLE III  
GRIEVANCE PROCEDURE

(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.

MISCELLANEOUS

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 provided the grievance is presented by the Association within a period of twenty-five (25) calendar days after the misinterpretation, misapplication, or violation of policies, agreements or administrative decisions affecting terms and conditions of employment, or the grievance shall be disallowed.
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.
5. All grievances under Sections 2,3, & 4, shall be in writing, shall specify the section of the contract, the Board Policy or the Administrative decision within the definition of a grievance above, the date of the violation, and the relief sought.
6. (A) The Association agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employment), work stoppage, slowdown, walk-out or other action against the school district. The Association agrees that such action would constitute a material breach of this Agreement.



ARTICLE III  
GRIEVANCE PROCEDURE

(B) The Association during the term of this Agreement will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage slowdown, walkout or other job action against the Board.

(C) The School Board agrees that during the term of this Agreement, neither the Board nor any of its agents will cause, authorize or support the locking out of the employees in this bargaining unit.

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 should 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 within 10 school days of the initiation 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 either individually or as a group and with their representatives, if so desired. When the Superintendent, the teacher and the complainant meet as a group, the teacher has the right to be represented by any individual of the teacher's choosing. The teacher must be present at all meetings that the representative is speaking on behalf of or for the teacher.
- 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 recommendation 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 VTEACHER 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."
- E. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. Any criticism by a supervisor, administrator, or Board member of a teacher or his instructional methodology shall be made in confidence and not in the presence of pupils, parents, or public gatherings.
- G. Any criticism by an instructional staff member of colleagues, other employees, pupils, parents, or individual administrators, or board members shall be made in confidence and not in the presence of pupils, parents, or at public gatherings.

ASSOCIATION RIGHTS AND PRIVILEGES

- A. 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.
- B. 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 No. 705.
- 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 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.
- E. 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. The Association will be invoiced directly by the Board Secretary, on a quarterly basis.
- F. 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.
- G. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary for Association business.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.
- I. The Association shall be provided without cost to it, with adequate office space, as long as it does not interfere with the smooth and efficient operation of the school. The Association shall be allowed to install a telephone in such office at its own expense.

ARTICLE VIIIN-SCHOOL WORK YEAR

- 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 :
1. One hundred eighty-eight (188) days for the 1983-84 school year.
  2. One hundred eighty-seven (187) days for the 1984-85 school year.
  3. One hundred eighty-six (186) days for the 1985-86 school year.
- B. The in-school work year shall include days between September 1 and June 30 when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
- B. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in/sign-out" roster on arrival and departure and at lunch time if the individual teacher leaves the building.
- C. The arrival and departure times for all teachers shall be designated by the Superintendent prior to the start of the school year in September with the starting time for teachers being no later than 9:00 a.m. Teachers will be required to be in their classrooms fifteen (15) minutes after their designated arrival time and will be able to leave fifteen (15) minutes after normal dismissal of pupils, except in cases of emergency designated by the building principal or the Superintendent of Schools.
- D. Exceptions to arrival and departure times will occur when meetings are scheduled, or when educational trips run beyond the normal hours.
- E. When classes are required to be conducted on double sessions, teacher work hours shall be designated by the Superintendent of Schools at least thirty (30) calendar days prior to the start of the double sessions and shall be regulated not to exceed five (5) hours per day.
- F. During full sessions, when Superintendent's meetings are called, the designated departure time may be extended to, but will not exceed one hour from the start of the meeting. In the event of double sessions, Superintendent's meetings will be conducted twice, one for the A.M. session and one for the P.M. session. The P.M. teachers will come in one hour earlier and the A.M. teachers will remain one hour later. Superintendent's meetings shall begin no later than ten (10) minutes after the designated departure time of pupils in the last school scheduled to dismiss. Teacher attendance shall be mandatory.
- G. When individual principal staff meetings or grade level meetings are called, the designated departure time may be extended sixty (60) minutes from the start of the meeting. Principals' meetings shall begin no later than ten (10) minutes after the pupils regularly scheduled departure time. Teacher attendance shall be mandatory.
- H. "Any teacher employed in both morning and in afternoon sessions shall be entitled to a 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 thirty (30) minutes except in a school where the lunch period for pupils is less than thirty (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)

ARTICLE VIII  
TEACHING HOURS AND TEACHING LOAD

- I. The daily hourly teaching load in the elementary schools of Berkeley Township, under full sessions, will consist of five (5) hours and forty-five (45) minutes of classroom, small group, or individual pupil contact.
- J. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period. Teachers shall make the appropriate check on the Sign-In and Sign-Out Roster at lunch time.
- K. Educational trips are to be normally scheduled during the pupils' school day. On occasion it is necessary for teachers to overextend these hours. Educational trips will conform to the Board Policy outlined for educational trips.
- L. Teacher participation in educational trips which extend overnight or on weekends shall be voluntary except for teachers of grade five who shall be required to attend the Fifth Grade Outdoor Education Program.
- M. Teacher participation in extra-curricular activities shall be, whenever possible, voluntary, and shall be compensated at the rate of pay in Schedule B. In the event there are no qualified volunteers for the positions listed in Schedule B, the Board of Education may appoint qualified personnel to fill the positions.
- N. All employees as defined in Article I - Recognition (1.1) - shall be required to accept responsibility for various duties as indicated below:
1. Cafeteria Duty
  2. Playground Duty
  3. Bus Duty
- All responsibilities and duties not related to the teachers normal work load shall be negotiable only in reference to extra compensation for such duties.
- O. Teachers may not leave the building when sharing teachers and/or special subject teachers are conducting lessons in their classrooms. Teachers shall remain in the classroom during the time when sharing teachers and/or special subject teachers conduct lessons for such time as necessary to be aware of the lesson that is being conducted and to provide the necessary follow-up of that lesson if the need presents itself.

ARTICLE IXPROFESSIONAL RESPONSIBILITIES

- A. Faculty meetings will take place on Mondays, except the third Monday of each month shall be for B.T.T.A. meetings. Faculty meetings will be conducted either on a local school basis or a district-wide basis by the Superintendent or Building Principals.

Teachers are required to keep Monday available for meeting days. In the event that courses are only scheduled on Mondays, the teachers shall consult with the Superintendent to determine if exclusion from the meeting is possible. The Superintendent will evaluate the number of requests for exclusion and shall make decisions accordingly. The teacher who is excused for course work shall make him/her self available for meeting review if it is determined by the person who conducted the meeting that such a review is needed.

- B. For the promotion of good public relations, the Berkeley Township Teachers' Association shall provide teacher representation at all P.T.A. meetings. Attendance by all staff members shall be required at the annual Back-To-School Night.
- C. The Association's views or views of an individual teacher or group of teachers on matters relating to administrator/teacher, supervisor/teacher, or board/teacher relationships shall not be discussed in front of, or in the presence of pupils or parents during contracted hours.
- D. The Association and its individual members shall identify and protect all property of the Board of Education, employees, parents, and pupils against loss, damage, or deliberate destruction, and shall report any loss, damage, or destruction of property which occurs at any time during contracted hours. This reporting shall be to the local building principal.



NON TEACHING DUTIES

- A. The Board and Association acknowledge that the teacher's primary responsibility is to teach and that their 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. Non-professional assignments, including but not limited to milk distribution.
    - b. Counting or accounting for money from students.
    - c. Delivering books to or from classrooms.
    - d. Keeping New Jersey School Registers.
  2. In the performance of cafeteria and playground duties, a duty roster shall be established in each school and duty teachers shall "always be readily available to the aide - that is, if not physically present in the area where the aide is at that moment working, will be within easy summoning distance, immediately available to direct the aide" on the school premises. In schools of more than one story, the duty teacher shall be stationed on the building level where the pupils are.
  3. 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 advanced approval of his principal or immediate supervisor. They shall be compensated at the rate authorized by the State of New Jersey for its employees for the use of their own automobile.
    - a. 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 their own automobile in the performance of school duties.
    - b. Teachers who, in the fulfillment of their teaching schedule, are required to go from one building to another and return to the original building shall be compensated at the rate authorized by the State of New Jersey for its employees for the use of their own automobile.
  4. For the duration of this contract, California Achievement Tests will be machine scored. Teachers will continue to plot individual pupil profiles and enter scores on cumulative record folders.

ARTICLE XITEACHER EMPLOYMENT

- A. Teachers shall be notified of their contract and salary status if a salary agreement has been negotiated for the ensuing year as soon as possible, but not later than April 30th. By mutual consent of the Superintendent and teacher, the deadline date may be extended in individual cases to May 30th. The deadline for notification of contract and salary status of employees hired on or after January 1 shall be May 30th.
- B. Prior to April first (1st) each teacher and instructional staff member who wishes to change duty assignments shall present to the Superintendent a written statement of his preference for assignment for the following school year. Such statement shall be specific regarding the teacher's preference for regular instructional assignment and any extra duty preferences. Each request shall include:
1. Specific evidence of his professional preparation for the requested assignment, including semester hours and grades earned in such preparation.
  2. A specific statement of past professional experience in the type of assignment being requested.

Every consideration will be given to staff member requests, but final authority for placement and transfer must be reserved for the Superintendent of Schools under current legislation outlining his duties and responsibilities.

- C. 18A:27-10 - NON-TENURE TEACHING STAFF MEMBERS: OFFER OF EMPLOYMENT FOR NEXT SUCCEEDING YEAR OR NOTICE OF TERMINATION BEFORE APRIL 30:

On or before April 30 in each year, every board of education in this state shall give to each non-tenure teaching staff member continuously employed by it since the preceding September 30 either:

1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the Board of Education, or
  2. A written notice that such employment will not be offered.
- D. 18A:27-11 - FAILURE TO GIVE TIMELY NOTICE OF TERMINATION AS OFFER OF EMPLOYMENT FOR NEXT SUCCEEDING YEAR:

Should any board of education fail to give to any non-tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act, then said board of education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the board of education.

ARTICLE XI  
TEACHER EMPLOYMENT

E. 18A:27-12 - NOTICE OF ACCEPTANCE: DEADLINE:

If the teaching staff member desires to accept such employment, he shall notify the Board of Education of such acceptance, in writing, on or before June 1st, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable.

F. Tenure teachers shall notify the Superintendent of Schools prior to April 30th of their employment intentions for the following school year. Teachers who do not submit a notification of their intentions by April 30th shall be considered as leaving the district at the end of the current school year.

ARTICLE XIISALARIESA. 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. 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.
2. 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, the teacher shall be placed on the proper step of the Professional Salary Schedule. This adjustment will be recommended to the Board of Education by the Superintendent of Schools when final proof of such degree is presented by the Superintendent.
3. Credit for military service up to a maximum of four (4) years of credit, up to two (2) years for service in the Peace Corps shall be granted on the appropriate salary schedule. Credit for prior teaching experience 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.
4. Blue Cross/Blue Shield, Rider J, Major Medical and Prescription Co-Pay Plan benefits are available to all employees covered under this contract, and their families.
  - a. There shall be a dental plan to cover unit members and family with a maximum Board contribution per enrolled unit employee. Additional cost of such a plan will be borne by employees enrolled. The plan will be mutually agreed upon by the parties.
  - b. Effective July 1, 1983, the maximum Board contribution shall be \$300 per enrolled unit employee.
  - c. Effective July 1, 1984, the maximum Board contribution shall be \$400 per enrolled unit employee.

ARTICLE XII  
SALARIES

d. Effective July 1, 1985, the maximum Board contribution shall be \$450 per enrolled unit employee.

5. No individual who is eligible for coverage for "Medicare" benefits as provided in an act entitled, "Health Insurance for the Aged", shall be eligible for Major Medical expense benefits under such policy. An employee must be eligible for coverage by this policy or no coverage shall be provided under this policy. In the event an individual is not eligible for coverage under this policy by reason of Medicare benefits as described above, the Board shall contribute the dollar equivalent of the individual's group coverage cost towards private coverage for Major Medical provided that the individual presents proof of coverage.

6. Medical Insurance - For the contract period, the Board will assume the financial responsibility for the payment of one hundred percent (100%) of the costs of the UCR Plan, the Major-Medical Plan over the UCR Plan, and the Blue Cross \$1.00 Co-payment Prescription Plan.

An employee on an approved leave of absence shall continue on the Board's insurance and medical policies provided:

- a. The premium for three (3) months shall be paid in advance by the employee on leave and shall continue to be paid three (3) months in advance during the approved leave of absence.
- b. If the employee fails to pay in advance in accordance with paragraph a. above, a thirty (30) day grace period shall be allowed and if the three (3) months payment is not made within this period, coverage shall lapse.

7. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

8. Teachers may individually elect to have part of their monthly salary deducted from their pay and deposited in MON-OC Teachers Federal Credit Union.

Teachers may individually elect to have 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).

9. When a payday falls on or before a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

10. Teachers shall receive their final checks and 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 XII  
SALARIES

"The Commissioner shall direct the custodian of school monies 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."

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. 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 employee's salary, and shall be listed on all salary schedules.

13. Special education teachers and speech correctionist teachers who were employed by the Board on or before March 24, 1981, and who appear in Appendix 1 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 special education in the field for which they are employed. In the event a special education teacher is transferred to another special education field in the district before accumulating the three (3) years in the field for which the teacher was employed, the teacher may apply for the additional step as outlined above. The Superintendent shall investigate the reasons for the transfer and shall make a recommendation to the Board, accordingly. Any teaching staff member employed by the Board after March 24, 1981, shall not be eligible for the additional step.

14. When a member of the professional staff acquires 10, 20, or 30 graduate credits beyond the Bachelor's Degree, or 10 or 20 graduate credits beyond the Master's Degree, he/she shall be paid an additional one hundred (\$100) dollars for each ten (10) credits. The maximum shall be \$300 for 30 credits beyond the BA and \$200 maximum beyond the MA. These payments shall be in addition to their regular salary, shall become a permanent part of their salary, and shall be listed on all salary schedules. 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.

ARTICLE XIIIPROMOTIONSA. PROMOTIONAL POSITIONS ARE DEFINED AS FOLLOWS:

"Positions paying a salary differential and/or positions on the administrative/supervisor levels of responsibility."

1. The qualifications for the position and its duties shall be set forth by the Superintendent of Schools. Written notice shall be posted on faculty bulletin boards.
2. 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. Applications shall be kept on file in the Superintendent's Office for a period of two (2) years from the date of submission for consideration for future vacancies.
3. 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.

- B. All qualified teachers shall be given adequate opportunity to make application. The Board agrees to give consideration to the professional background and attainments of all applicants and other relevant factors. No position shall be filled until all properly submitted applications have been considered. In filling such vacancies, preference may be given to qualified teachers already employed by the Board of Education when all other factors are equal. Final decisions by the Board of Education are neither grievable nor arbitrable.

TEACHER FACILITIES

- A. 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 appropriate 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 student rest rooms.
  7. A separate, private dining area for the exclusive use of the teachers.
  8. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
  9. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
  10. Adequate chalkboard space in every classroom.
  11. An adult dictionary in every classroom.
  12. Adequate books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.
  13. Air conditioning for the teachers' room.
- B. A New Jersey approved work area for teachers who work in more than one school building shall be assigned to them to permit the effective discharge of their responsibilities to their pupils. Such teachers shall 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.
- C. Upon 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.
- D. The Association shall be allowed to install a telephone in each teachers' room at its own expense.



SICK LEAVEA. 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 AVAILABLE: (NJS 18A:30-2)

1. "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 ten (10) school days in any school year."

In this district, ten (10) days shall be the maximum granted per year. Accumulated sick leave shall be governed by paragraph "E" of this Article.

2. Employees newly hired on or after October 1 shall be credited, at the time of hire, with accumulative sick leave days equal to the number of months remaining in the work year. For the purposes of this section, any portion of a month constitutes a full month.

C. CREDIT FOR UNUSED SICK LEAVE FROM ANOTHER SCHOOL DISTRICT:  
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).

Under the conditions allowed by Title 18A:30-3.2, 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. To receive credit for these days, application must be made to the Superintendent in writing within six (6) months after the employee serves the first day of the first school year. No request for transfer of unused sick leave will be made after this time.

ARTICLE XV  
SICK LEAVE

D. RESTORATION OF SICK LEAVE:

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.

E. 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."

F. PHYSICIAN'S CERTIFICATION 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."

G. 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."

H. 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 (1) 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 Workman'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."

I. Effective July 1, 1985, the parties agree to a payment for accumulated sick leave upon retirement under the following conditions:

1. The employee must apply and qualify for a TPAF pension.

ARTICLE XV  
SICK LEAVE

2. Only days earned in Berkeley shall be paid for at the time of retirement. Days granted by the Board under "C" above shall be deducted from accumulated leave for said payment.
  3. Twenty (\$20.00) dollars per day for each accumulated day.
  4. One Hundred (100) days maximum limit -(Two thousand (\$2,000) dollar limit)
- J. There shall be no deductions for absence of teacher in the Berkeley Township School 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 workday for teachers.
- K. Salary payment shall be discontinued in case of absence in any one school year which exceeds that enumerated in the preceding paragraphs.
- L. 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.
- M. Deductions from salary for days originally approved under this policy shall be made if the employee fails to submit the appropriate absence cards within three (3) working days after the employee returns to active duty. All absence cards shall be completed in duplicate. Both cards are to be submitted to the school office and stamped by the building principal or his representative and one card shall be immediately returned to the employee.
- N. MATERNITY LEAVE:

Maternity leave is a period of time for the purpose of giving birth to a child when the teacher is physically unable to perform her duties as certified by her physician. Concurrence of the school physician may be required by the Board of Education.

1. Natural Birth:

- a. Maternity leave shall commence and terminate on the date requested by the teacher. Whenever possible, the district shall be notified at least six (6) weeks prior to the commencement of the leave and shall be informed of the date of return to active status.

ARTICLE XV  
SICK LEAVE

- b. Any teacher granted maternity leave may use all or any part of her accumulated sick leave at the beginning of the period of such absence and receive full pay and benefits for the same.
  - c. No teacher shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.
  - d. The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician, with the concurrence of the school physician, that she is medically able to continue teaching.
  - e. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et seq., The Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.
2. Any teacher who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician, with the concurrence of the school physician, certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability.

ARTICLE XVITEMPORARY 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 accumulated 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:  
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. There shall be strict adherence to New Jersey State Statutes concerning pay for the employee while the employee is away on this leave. Whenever possible, reserve field training shall be conducted during summer months or when school is closed for pupils.
- 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. 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.
  2. 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 XVI  
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 three (3) days in any one year. A complete report describing the professional activity shall be filed with the Superintendent of Schools.

- H. Deductions from salary for days originally approved under this policy shall be made if the employee fails to submit the appropriate absence card within three (3) working days after the employee returns to active duty. All absence cards shall be completed in duplicate. Both cards are to be submitted to the school office and stamped by the building principal or his representative and one (1) card shall be immediately returned to the employee.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

A. MILITARY LEAVE:

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. ADOPTION:

Any teacher adopting an infant child shall receive leave, without pay, which shall commence upon their receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No teacher on adoption 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.

C. CHILD-REARING LEAVE:

1. A non-tenured teacher or employee with less than three (3) years of working experience in the Berkeley Township Schools on maternity or adoption leave shall be granted a child-rearing leave, without pay, for the remainder of the current school year in which the child-rearing leave is requested.

2. A tenured teacher or an employee with more than three (3) years of consecutive experience in the Berkeley Township Schools on maternity or adoption leave shall be granted a child-rearing leave, without pay, for the remainder of the current school year in which the child-rearing leave is requested and for one (1) additional school year immediately thereafter. This extension for one additional school year shall be made, in writing, to the Superintendent of Schools not less than ninety (90) days prior to the end of the current school year in which the child-rearing leave began.

3. No teacher on child rearing 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. 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.

ARTICLE XVII  
EXTENDED LEAVES OF ABSENCE

- F. All extensions or renewals of extended leaves of absence shall be applied for prior to April 1st and granted in writing through the Office of the Superintendent of Schools according to the provisions mentioned in the preceding paragraphs.
- G. 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 2<sup>1</sup>/<sub>2</sub> months (September 1 to November 15) nor more than one (1) school year at a time, subject to the possibility of individual's yearly renewal. The School Board must be notified of a teacher's intention to seek office no later than July 1st, preceding the September in which such leave is to begin.
- H. A leave of absence without pay up to two (2) years may be granted to any tenure teacher who joins the Peace Corp, Vista, National Teacher Corp or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship. The total number of teachers may not exceed one (1) person per number of schools in the district.
- I. Upon return from leave granted pursuant to the preceding sections, the teacher shall be placed on the salary schedule at the next step or level providing the teacher has completed five (5) months of the year in which the leave was granted. All adjustments to the salary guide for this step or level shall be provided to the teacher, but he shall not be advanced additional steps on the salary guide while he is on his leave of absence. Time spent on such leave shall not count toward fulfillment of time requirements for acquiring tenure.



ARTICLE XVIIIPROFESSIONAL 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. The Board of Education shall reimburse employees for tuition fees incurred up to the amount of three hundred dollars (\$300) during any fiscal year. Courses must be directly related to the teacher's field of endeavor and must receive prior approval of the Superintendent of Schools for consideration under this plan. One (1) course per semester may be taken outside of the field of endeavor and will be eligible for reimbursement, but this course must be in the elementary education area. Courses taken without 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 three hundred dollars (\$300) 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 due to leave of absence, resignation or dismissal, the amount of reimbursement made shall be deducted from the teacher's final pay.

ARTICLE XIXPROTECTION OF TEACHERS, STUDENTS AND PROPERTY

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

A. NJS 18A:6-1 - CORPORAL PUNISHMENT OF STUDENTS:

"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 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
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."

B. 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 or person assigned to other professional pre-teaching field experience, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teacher or other assignment to professional field experience, 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."

C. 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."

Teachers shall immediately report cases of assault suffered by them in connection with their employment by filing the appropriate forms with their principal or other immediate supervisor.

ARTICLE XXDEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers dues for the Berkeley Township Teachers' Association, the Ocean County Council of Education Association, the New Jersey Education Association and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 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 Associations. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION  
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME \_\_\_\_\_ SOCIAL SECURITY 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) or July 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 the 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 organizations indicated:

Berkeley Township Teachers Association  
Ocean County Council of Education Association  
New Jersey Education Association  
National Education Association

ARTICLE XX  
DEDUCTION FROM SALARY

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

ARTICLE XXIMISCELLANEOUS 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. Copies shall be presented to all teachers now employed, or hereafter employed 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 provisions 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. 08721
  2. If by Board - To Teachers' Association  
356 Atlantic City Boulevard  
Bayville, N.J. 08721  
Care of the President

ARTICLE XXIITEACHER-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 Berkeley Township Teachers' Association Executive Board. The Berkeley Township Teachers' Association President and the Building Principals may be included as ex-officio members. Meetings shall be held at mutually agreeable times.
- C. Any mutual understandings reached as a result of these meetings, shall be promptly reported to the Superintendent of Schools, in order that he may properly inform the Board of Education.
- D. Discussions under the provisions of this article shall not be subject to negotiations.

ARTICLE XXIIIINSTRUCTIONAL 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, three (3) permanent representatives appointed by the Association, one from each school building, and the Superintendent of Schools. The Council shall meet at least once every other month during the school year unless waived by mutual agreement of the parties 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.
- B. Discussions under the provisions of this article shall not be subject to negotiations.

ARTICLE XXIVSABBATICAL LEAVE

- A. Sabbatical leave of absence to be spent in study for either one-half the school year or the full school year may be granted upon the recommendation of the Superintendent and approval by the Board.
- B. Requests shall be considered from teachers who have completed seven (7) years of continuous service in the Berkeley Township Schools.
- C. Requests shall be made to the Superintendent on the proper form and shall delineate the plan of study.
- D. Teachers granted a sabbatical leave of absence shall receive experience credit on the salary guide.
- E. Sabbatical leaves of absence are subject to the following provisions:
  1. Any teacher granted a sabbatical leave of absence must agree in writing to continue working in the system for at least one (1) school year following the sabbatical leave. The teacher will agree, by signing a promissory note before being granted the leave, to remit to the Board the monetary amount equivalent to the time not served.
  2. Requests for sabbatical leave must be made before March first (1st) of the academic year prior to the academic year in which the leave is to take place. Applicants shall be notified 90 days prior to commencement of the sabbatical leave provided all appropriate data has been submitted to the Superintendent and approved.
  3. Sabbatical leaves of absence shall begin September 1st and terminate June 30th for full year leaves. Term leaves shall begin on the first day of the term and terminate on the final day of the term as designated by the current school calendar.
  4. The total number of teachers granted sabbatical leave during one (1) academic year may not exceed two (2) teachers.
  5. During the period of the sabbatical leave of absence, a teacher may not engage in any remunerative employment without the written permission of the Superintendent.
  6. During the sabbatical leave of absence, teachers shall report to the Superintendent fully, in writing, (October 31, January 31, March 31, June 30, and at other times on request) concerning their progress in those activities for which leave was granted, and will report specifically any information or ideas gained during the leave which may be of value to the Berkeley Township School District. The final report shall include a summary of the experience and conclusions relevant to possible improvement of the Berkeley Township School District.
  7. Conditions for continued sabbatical leave shall be passing grades and continuation of plans of study.



ARTICLE XXIV  
SABBATICAL LEAVE

8. Salary for sabbatical leave shall be full salary for five (5) months or half salary for ten (10) months.

9. Any teacher granted a sabbatical leave of absence must complete a minimum of twelve (12) credit hours of coursework and related study which is completed during the daytime sessions unless other specific coursework is approved by the Superintendent of Schools.

ARTICLE XXVTEACHER OBSERVATION AND EVALUATION PROCEDURESA. FREQUENCY

1. Teachers shall be observed through classroom observation by a certified supervisor at least two (2) times in each school year, to be followed in each instance by a written classroom observation report and by a conference between the teacher and his immediate supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Each observation shall consist of a complete lesson in the elementary schools.

2. (a) Tenured teachers shall be evaluated, in writing, by a certified supervisor, at least two (2) times in each school year, to be followed in each instance by a conference between the teacher and his immediate supervisor to review the evaluation report and to extend assistance in correction of deficiencies and improvement of instruction.

(b) Nontenured teachers shall be evaluated according to law and the provisions of 2.(a) above shall also apply.

3. Classroom visitations/observations and/or evaluations shall not occur on the same day. No observation shall occur prior to the previous observation conference nor shall any evaluation be written before an observation and observation conference has been held. All visitation, observations and evaluations shall occur in the same work year.

B. OPEN EVALUATION

1. All observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address and similar surveillance devices shall be strictly prohibited.

C. COPIES OF OBSERVATIONS AND EVALUATIONS

1. No observation report or evaluation report shall be submitted to the Superintendent's Office, placed in the teacher's file or otherwise acted upon, without prior conference with the teacher.

2. No teacher shall be required to sign a blank or incomplete observation or evaluation form.

3. Teachers must sign all copies of observation or evaluation forms in the presence of the evaluator or observer at the conclusion of the conference described in Paragraph A-1 and A-2 above. A signature on the form does not indicate agreement with the context but merely indicates that a conference was conducted.

4. In the event a teacher refuses to sign an observation or evaluation form as required in Paragraph C-3 above, the supervisor shall so notate on the form and forward a copy to the Superintendent's Office for placement in the teacher's file.

ARTICLE XXVTEACHER OBSERVATION AND EVALUATION PROCEDURES

5. A teacher who disagrees with an observation or evaluation report may, within ten (10) days of the conference, submit a statement to the supervisor and to the Superintendent of Schools. This statement shall be attached to the supervisor's and the Superintendent's copies of the observation or evaluation report.

D. CONFERENCES

1. Observation conferences as described in Paragraph A1 above shall occur within fifteen (15) calendar days of the observation.

2. Evaluation conferences as described in Paragraph A2 above shall occur within fifteen (15) calendar days of the evaluation.

ARTICLE XXVI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1983, and shall continue in effect until June 30, 1986, 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 corporal seal to be placed hereon to take effect on the day and year first written above:

BERKELEY TOWNSHIP TEACHERS' ASSOCIATION

By: *David J. Mulligan*  
President

By: *Christine DeNardo*  
Secretary

BERKELEY TOWNSHIP BOARD OF EDUCATION

By: *Mark Stambor*  
President

By: *Jeanne McClay*  
Secretary

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BERKELEY TOWNSHIP TEACHERS' ASSOCIATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

BERKELEY TOWNSHIP BOARD OF EDUCATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

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, the following extra-curricular duties shall receive compensation according to the listed rates:

|  | <u>1983-84</u> | <u>- 1984-85</u> | <u>- 1985-86</u> |
|--|----------------|------------------|------------------|
| 1. Audio-Visual Coordinator . . . . .  | \$353          | \$383            | \$416            |
| 2. Fifth Grade Outdoor Education<br>Coordinator . . . . .<br>(If the presence of the<br>coordinator is required at<br>additional sessions, the<br>coordinator shall receive an<br>additional participant's fee.) | \$381          | \$413            | \$448            |
| 3. Fifth Grade Outdoor Education<br>Participants . . . . .   | \$100          | \$100            | \$100            |
| 4. Safety Patrol Advisor . . . . .   | \$353          | \$383            | \$416            |
| 5. School Newspaper Advisor . . . . .  | \$299          | \$324            | \$352            |
| 6. Science Coordinator . . . . .   | \$299          | \$324            | \$352            |
| 7. Assistant to the Building<br>Principal . . . . .  | \$544          | \$590            | \$640            |

(In the event that double sessions require additional duties from the Assistant to the Building Principal, the Board of Education will make necessary adjustments in the annual rate paid to the Assistant to the Building Principal.)

APPENDIX I

Employees eligible for an additional salary guide step  
under the terms of Article 12, B. 13:

Pat Barresi

Linda Connolly

Marianne Donnolly

Deborah Hartman

Kathy Katsianis

Louise Kelly

Stan Marchwinski

BERKELEY TOWNSHIP SCHOOL DISTRICT  
PROFESSIONAL SALARY SCHEDULE - 1983-84

| STEPS | NON-DEGREE | BA DEGREE | BA              |                 |                 | MA DEGREE | MA              |                 |                 | IN-SERVICE INCREMENTS  |
|-------|------------|-----------|-----------------|-----------------|-----------------|-----------|-----------------|-----------------|-----------------|--|
|       |            |           | BA + 10 CREDITS | BA + 20 CREDITS | BA + 30 CREDITS |           | MA + 10 CREDITS | MA + 20 CREDITS | MA + 30 CREDITS |  |
| 0     |            | 13,400    | 13,500          | 13,600          | 13,700          | 14,200    | 14,300          | 14,400          | 14,600          | In-service increments shall be given to all instructional employees for continuous service in the district as shown below:   |
| 1     |            | 13,600    | 13,700          | 13,800          | 13,900          | 14,400    | 14,500          | 14,600          | 14,800          | After 3 years of continuous service.....\$300  |
| 2     |            | 14,100    | 14,200          | 14,300          | 14,400          | 14,900    | 15,000          | 15,100          | 15,300          | After 6 years of continuous service.....\$300  |
| 3     |            | 14,919    | 15,019          | 15,119          | 15,219          | 15,719    | 15,819          | 15,919          | 16,119          | After 9 years of continuous service.....\$300  |
| 4     |            | 15,518    | 15,618          | 15,718          | 15,818          | 16,318    | 16,418          | 16,518          | 16,718          | After 12 years of continuous service.....\$300   |
| 5     |            | 16,059    | 16,159          | 16,259          | 16,359          | 16,859    | 16,959          | 17,059          | 17,259          | After 15 years of continuous service.....\$500   |
| 6     |            | 16,551    | 16,651          | 16,751          | 16,851          | 17,351    | 17,451          | 17,551          | 17,751          |  |
| 7     |            | 17,201    | 17,301          | 17,401          | 17,501          | 18,001    | 18,101          | 18,201          | 18,401          |  |
| 8     |            | 17,692    | 17,792          | 17,892          | 17,992          | 18,492    | 18,592          | 18,692          | 18,892          |  |
| 9     |            | 18,234    | 18,334          | 18,434          | 18,534          | 19,034    | 19,134          | 19,234          | 19,434          | These increments shall be in addition to the regular increments and shall become a permanent part of the employee's salary, and shall be listed on all salary schedules. |
| 10    |            | 18,934    | 19,034          | 19,134          | 19,234          | 19,734    | 19,834          | 19,934          | 20,134          |  |
| 11    |            | 19,576    | 19,676          | 19,776          | 19,876          | 20,376    | 20,476          | 20,576          | 20,776          |  |
| 12    |            | 20,221    | 20,321          | 20,421          | 20,521          | 21,021    | 21,121          | 21,221          | 21,421          |  |
| 13    |            | 20,818    | 20,918          | 21,018          | 21,118          | 21,618    | 21,718          | 21,818          | 22,018          |  |
| 14    |            | 21,409    | 21,509          | 21,609          | 21,709          | 22,209    | 22,309          | 22,409          | 22,609          |  |
| 15    |            | 22,042    | 22,142          | 22,242          | 22,342          | 22,842    | 22,942          | 23,042          | 23,242          |  |
| 16    |            | 22,801    | 22,901          | 23,001          | 23,101          | 23,601    | 23,701          | 23,801          | 24,001          |  |
| 17    |            | 23,443    | 23,543          | 23,643          | 23,743          | 24,243    | 24,343          | 24,443          | 24,643          |  |
| 18    | 24,338     | 26,263    | 26,363          | 26,463          | 26,563          | 27,063    | 27,163          | 27,263          | 27,463          |  |

SUPPLEMENTAL TEACHERS - \$10.00 PER HOUR



BERKELEY TOWNSHIP SCHOOL DISTRICT

PROFESSIONAL SALARY SCHEDULE - 1984-85

| STEPS | NON-DEGREE | BA DEGREE | BA + 10 CREDITS | BA + 20 CREDITS | BA + 30 CREDITS | MA DEGREE | MA + 10 CREDITS | MA + 20 CREDITS | MA + 30 CREDITS | IN-SERVICE INCREMENTS  |
|-------|------------|-----------|-----------------|-----------------|-----------------|-----------|-----------------|-----------------|-----------------|--|
| 0     |            | 14,600    | 14,700          | 14,800          | 14,900          | 15,400    | 15,500          | 15,600          | 15,800          | In-service increments shall be given to all instructional employees for continuous service in the district as shown below:   |
| 1     |            | 14,800    | 14,900          | 15,000          | 15,100          | 15,600    | 15,700          | 15,800          | 16,000          | After 3 years of continuous service.....\$300  |
| 2     |            | 15,000    | 15,100          | 15,200          | 15,300          | 15,800    | 15,900          | 16,000          | 16,200          | After 6 years of continuous service.....\$300  |
| 3     |            | 15,500    | 15,600          | 15,700          | 15,800          | 16,300    | 16,400          | 16,500          | 16,700          | After 9 years of continuous service.....\$300  |
| 4     |            | 16,319    | 16,419          | 16,519          | 16,619          | 17,119    | 17,219          | 17,319          | 17,519          | After 12 years of continuous service.....\$300   |
| 5     |            | 16,918    | 17,018          | 17,118          | 17,218          | 17,718    | 17,818          | 17,918          | 18,118          | After 15 years of continuous service.....\$500   |
| 6     |            | 17,459    | 17,559          | 17,659          | 17,759          | 18,259    | 18,359          | 18,459          | 18,659          | These increments shall be in addition to the regular increments and shall become a permanent part of the employee's salary, and shall be listed on all salary schedules. |
| 7     |            | 17,951    | 18,051          | 18,151          | 18,251          | 18,751    | 18,851          | 18,951          | 19,151          |  |
| 8     |            | 18,701    | 18,801          | 18,901          | 19,001          | 19,501    | 19,601          | 19,701          | 19,901          |  |
| 9     |            | 19,192    | 19,292          | 19,392          | 19,492          | 19,992    | 20,092          | 20,192          | 20,392          |  |
| 10    |            | 19,834    | 19,934          | 20,034          | 20,134          | 20,634    | 20,734          | 20,834          | 21,034          |  |
| 11    |            | 20,534    | 20,634          | 20,734          | 20,834          | 21,334    | 21,434          | 21,534          | 21,734          |  |
| 12    |            | 21,176    | 21,276          | 21,376          | 21,476          | 21,976    | 22,076          | 22,176          | 22,376          |  |
| 13    |            | 21,921    | 22,021          | 22,121          | 22,221          | 22,721    | 22,821          | 22,921          | 23,121          |  |
| 14    |            | 22,518    | 22,618          | 22,718          | 22,818          | 23,318    | 23,418          | 23,518          | 23,718          |  |
| 15    |            | 23,209    | 23,309          | 23,409          | 23,509          | 24,009    | 24,109          | 24,209          | 24,409          |  |
| 16    |            | 23,842    | 23,942          | 24,042          | 24,142          | 24,642    | 24,742          | 24,842          | 25,042          |  |
| 17    |            | 24,701    | 24,801          | 24,901          | 25,001          | 25,501    | 25,601          | 25,701          | 25,901          |  |
| 18    | 26,238     | 28,163    | 28,263          | 28,363          | 28,463          | 28,963    | 29,063          | 29,163          | 29,363          |  |

SUPPLEMENTAL TEACHERS - \$10.00 PER HOUR

BERKELEY TOWNSHIP SCHOOL DISTRICT

PROFESSIONAL SALARY SCHEDULE - 1985-86

| <u>STEPS</u> | <u>NON-DEGREE</u> | <u>BA DEGREE</u> | <u>BA + 10 CREDITS</u> | <u>BA + 20 CREDITS</u> | <u>BA + 30 CREDITS</u> | <u>MA DEGREE</u> | <u>MA + 10 CREDITS</u> | <u>MA + 20 CREDITS</u> | <u>MA + 30 CREDITS</u> | <u>IN-SERVICE INCREMENTS</u>   |
|--------------|-------------------|------------------|------------------------|------------------------|------------------------|------------------|------------------------|------------------------|------------------------|--|
| 0            |                   | 15,650           | 15,750                 | 15,850                 | 15,950                 | 16,450           | 16,550                 | 16,650                 | 16,850                 | In-service increments shall be given to all instructional employees for continuous service in the district as shown below:   |
| 1            |                   | 15,900           | 16,000                 | 16,100                 | 16,200                 | 16,700           | 16,800                 | 16,900                 | 17,100                 | After 3 years of continuous service.....\$300  |
| 2            |                   | 16,150           | 16,250                 | 16,350                 | 16,450                 | 16,950           | 17,050                 | 17,150                 | 17,350                 | After 6 years of continuous service.....\$300  |
| 3            |                   | 16,400           | 16,500                 | 16,600                 | 16,700                 | 17,200           | 17,300                 | 17,400                 | 17,600                 | After 9 years of continuous service.....\$300  |
| 4            |                   | 16,900           | 17,000                 | 17,100                 | 17,200                 | 17,700           | 17,800                 | 17,900                 | 18,100                 | After 12 years of continuous service.....\$300   |
| 5            |                   | 17,744           | 17,844                 | 17,944                 | 18,044                 | 18,544           | 18,644                 | 18,744                 | 18,944                 | After 15 years of continuous service.....\$500   |
| 6            |                   | 18,368           | 18,468                 | 18,568                 | 18,668                 | 19,168           | 19,268                 | 19,368                 | 19,568                 |  |
| 7            |                   | 18,909           | 19,009                 | 19,109                 | 19,209                 | 19,709           | 19,809                 | 19,909                 | 20,109                 |  |
| 8            |                   | 19,401           | 19,501                 | 19,601                 | 19,701                 | 20,201           | 20,301                 | 20,401                 | 20,601                 |  |
| 9            |                   | 20,251           | 20,351                 | 20,451                 | 20,551                 | 21,051           | 21,151                 | 21,251                 | 21,451                 |  |
| 10           |                   | 20,742           | 20,842                 | 20,942                 | 21,042                 | 21,542           | 21,642                 | 21,742                 | 21,942                 | These increments shall be in addition to the regular increments and shall become a permanent part of the employee's salary, and shall be listed on all salary schedules. |
| 11           |                   | 21,484           | 21,584                 | 21,684                 | 21,784                 | 22,284           | 22,384                 | 22,484                 | 22,684                 |  |
| 12           |                   | 22,184           | 22,284                 | 22,384                 | 22,484                 | 22,984           | 23,084                 | 23,184                 | 23,384                 |  |
| 13           |                   | 22,826           | 22,926                 | 23,026                 | 23,126                 | 23,626           | 23,726                 | 23,826                 | 24,026                 |  |
| 14           |                   | 23,671           | 23,771                 | 23,871                 | 23,971                 | 24,471           | 24,571                 | 24,671                 | 24,871                 |  |
| 15           |                   | 24,318           | 24,418                 | 24,518                 | 24,618                 | 25,118           | 25,218                 | 25,318                 | 25,518                 |  |
| 16           |                   | 25,084           | 25,184                 | 25,284                 | 25,384                 | 25,884           | 25,984                 | 26,084                 | 26,284                 |  |
| 17           |                   | 25,717           | 25,817                 | 25,917                 | 26,017                 | 26,517           | 26,617                 | 26,717                 | 26,917                 |  |
| 18           | 28,238            | 30,163           | 30,263                 | 30,363                 | 30,463                 | 30,963           | 31,063                 | 31,163                 | 31,363                 |  |

SUPPLEMENTAL TEACHERS - \$10.00 PER HOUR