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THIS DOES NOT
CIRCULATE

20-01

AGREEMENT FORM

BOARD OF EDUCATION OF THE
TOWNSHIP OF BERKELEY HEIGHTS

and

THE BERKELEY HEIGHTS EDUCATION
ASSOCIATION

Union

June 30, 1976 -----

LIBRARY
Institute of Management and
Labor Relations

DEC 7 1978

RUTGERS UNIVERSITY

7/1/76 - 6/30/78

THIS AGREEMENT, made the *30* day of June, 1976, between the Board of Education of the Township of Berkeley Heights, New Jersey, hereinafter called the "Board", and the Berkeley Heights Education Association hereinafter called the "Association".

WITNESSETH:

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

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representatives of employees hereinafter designated with respect to the terms and conditions of employment, and

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

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

Article 1: Recognition

1.01 The Board recognizes the Berkeley Heights Education Association as exclusive and sole negotiating agent for the following personnel: Classroom teachers; Nurses; Guidance Counsellors; Librarians; Social Workers, Learning Disabilities Specialists; Reading Teachers; Music Teachers; Art Teachers; and Physical Education Teachers. All personnel not specifically mentioned are excluded from the negotiating unit.

1.02 Unless otherwise indicated, the term "Teachers", when used hereafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

Article 2: Negotiation of Successor Agreement

2.01 The parties hereto agree that the items set forth herein shall not be considered to establish the extent of negotiable items for any future contracts and the parties agree that future contracts will be negotiated within the spirit and intent of Chapter 123 of the Public Laws of New Jersey, 1974. Such negotiations shall begin not later than September 16 of the calendar year preceding the calendar year in which this Agreement expires.

2.02 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article 3: Grievance Procedure

3.01 Definitions

(a) A "grievance" is a claim by any teacher or group of teachers or the Association at the request of and on behalf of a group of teachers that there has been a violation, misinterpretation, or an inequitable application of this Agreement, policies or administrative procedures, affecting such teacher or group of teachers.

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

(c) A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve this claim.

3.02 General Provisions

(a) The term "grievance" and the procedure relative

thereto, shall not be deemed applicable in the failure or refusal of the Board to renew a contract of a non-tenure employee.

(b) The purpose of this Grievance Procedure is to secure at the lowest level possible equitable solutions to the problems which may, from time to time, arise affecting teachers.

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

(d) Nothing herein contained shall be construed as limiting the right of an employee having a complaint to discuss the matter informally with his immediate superior, school principal, or Superintendent of Schools.

(e) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement. An aggrieved employee shall institute action under the provisions hereof within sixty (60) school days of the occurrence complained of. Failure to act within the said sixty (60) day period shall be deemed to constitute an abandonment of the grievance.

(f) In the event a grievance is filed at such time that it cannot be processed through all the steps of this Grievance Procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the

school year or as soon thereafter as is practicable.

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

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

(i) All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.

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

(k) Grievance meetings will be held without causing loss of pay to teachers.

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

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

Procedure(a) Level One: Principal or Immediate Supervisor

- (i) A grievance shall be discussed first with the principal (or immediate superior) in an attempt to resolve the matter informally at that level.
- (ii) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, the complaint may be set forth in writing to the principal within five (5) days. The principal shall communicate his decision to the employee in writing within three (3) school days after receipt of the written complaint. If the matter is not resolved to the satisfaction of the employee, or if no decision has been rendered within five (5) school days after the presentation in writing of the grievance, the employee may appeal to the Superintendent.
- (iii) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation in writing of his grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) days after the grievance was first presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Association may

refer it to the Superintendent of Schools.

(b) Level Two: Superintendent

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

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

(c) Level Three: Board of Education

(i) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, request in writing that the Association refer his grievance to the Board of Education. Within fifteen (15) school days after receipt of a request by the aggrieved person, the Association may submit the grievance to the Board.

(ii) Within fifteen (15) school days after receipt of the grievance, the Board, or a committee thereof, shall review the grievance and hold a hearing on the matter, if requested.

(iii) The Board's decision shall be rendered within thirty (30) calendar days after its receipt of the grievance in writing.

(d) Level Four - Arbitration

(i) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days after the grievance was submitted to the Board, he may, within five (5) school days after a decision by the Board or thirty-five (35) calendar days after the grievance was submitted to the Board, whichever is sooner, request in writing that the Association submit his grievance to arbitration. Within fifteen (15) school days after receipt of a request by the aggrieved person, the Association may submit the grievance to arbitration.

(ii) Within ten (10) days after such written notice requesting arbitration, the Board and the teacher and 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 in the selection of an arbitrator.

(iii) The arbitrator so selected shall confer with the parties and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be submitted to the parties. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which alters, adds to, or detracts from the agreement. The decision of the arbitrator shall be advisory only, except that with respect to interpretation of this agreement the decision of the arbitrator shall be binding.

(iv) 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 Board and the Association or teacher. Any other expenses incurred shall be paid by the party incurring same.

Article 4: Teacher Rights

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

4.02 No teacher shall be disciplined or have his or her compensation reduced without just cause.

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

4.04 The Board of Education, through the Administration, will use diligent efforts to provide substitute teachers.

Article 5: Association Rights

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

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

5.03 The Association shall have the right to make reasonable use of school buildings for meetings at reasonable times

during non-school hours, upon prior notice to and approval by the Superintendent. The Association shall bear any unusual custodial costs incurred in the Association's use of school buildings.

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

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

Article 6: Teacher Work Year

6.01 The in-school work year for teachers employed on a ten month basis shall not exceed one hundred eighty-seven (187) days.

6.02 In-school Work Year Definition

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

6.03 Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

6.04 School Calendar

The school calendar for 1977-78 and 1978-79 shall be prepared by the Superintendent and submitted to the Association for its comments and suggestions prior to adoption of the calendar by the Board of Education.

Article 7: Teacher Day

7.01 The usual teachers' work day shall be from 8:30 a.m. to 3:30 p.m. except on the day preceding the Christmas Vacation, Winter Recess and Spring Recess when teachers' day shall end at the close of pupils' day. In addition, from time to time it will be necessary for teachers to remain after the work day to attend to their responsibilities with regard to students and staff meetings.

7.02 All elementary schools shall have a duty free lunch period of at least forty-five (45) minutes.

7.03 The junior high school shall have a duty free lunch period of at least thirty (30) minutes.

7.04 Check-in Check-out Procedure

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

7.05 Faculty Meetings

There shall be no more than 25 general faculty meetings per school per school year. Such meetings are to be scheduled by the administration. The meetings will be scheduled to commence not more than 15 minutes after the end of the student day and such meetings shall not last longer than 45 minutes without good cause.

7.06 Teacher Substitutions

The administration shall make every effort to equitably and reasonably distribute among the faculty members various assignments for substitute duty.

Article 8: Posting of Openings

8.01 Notice of openings for administrative-supervisory positions, or positions paying a salary differential, shall be posted in the faculty rooms as far in advance as possible, prior to screening candidates for the openings. In the event that schools are not in session such notice shall be sent to the Association President.

8.02 Notification of Assignments

(a) All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 15.

(b) In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are made after June 15, the teacher affected shall be notified promptly, in writing, and, upon the request of the teacher the changes shall be promptly reviewed between the Superintendent, or his designee, and the teacher affected. The teacher may, at his or her option, have an Association representative present at this meeting. The decision of the Superintendent, or his designee, shall be final and binding and not subject to the Grievance Procedure.

8.03 Involuntary Transfers and Reassignments

In the event that an involuntary transfer or reassignment is to be made, the teacher involved shall be notified, in writing, and, upon the request of the teacher, the building principal shall meet with him or her at which time the teacher shall be notified of the reason therefor. In the event that the teacher objects to the transfer or reassignment, upon the request of the teacher, the Superintendent, or his designee, shall meet with him or her. The teacher may, at his or her option, have Association representative(s) present at such meetings. The decision of the Superintendent, or his designee, shall be final

and binding and not subject to the Grievance Procedure.

Article 9: Teacher Evaluation

9.01 Teachers will be evaluated in accordance with the provisions of Administrative Procedure 100 (July 1970), Schedule C attached hereto. Changes in teacher evaluation shall be reviewed and considered by the Council on Instruction which, in accordance with its procedures, shall make recommendations to the Board, who shall have the ultimate determination.

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

9.03 No material derogatory to a teacher's conduct, service character or personality shall be placed in his personnel file unless the teacher has the opportunity to review the material. The teacher shall acknowledge this, by affixing his signature to the material, it being expressly understood that said signature in no way agrees with the material contained therein. He also shall have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

Article 10: Absences

10.01 Sick Leave

As of September 1 of each year, all teachers employed shall be entitled to ten (10) sick leave days per year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

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

In cases of frequent or periodic absences, even though within the ten (10) day allowance, due to illness, the Board or Superintendent may require the employee to submit a certificate of illness from the attending physician or submit to an examination or examinations by the school physician.

10.02 Death

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

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

10.03 Marriage

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

10.04 Personal Business

Absences for personal business shall be allowed only by the building principal, provided a written request has been made at least three (3) school days in advance of such absence, except in cases of emergency. Three (3) days absence in any school year shall be with full pay. A personal business absence includes absences to care for personal interests, not connected with school business. Personal days ordinarily are not available for use on days immediately preceding or following a school holiday or vacation period, except in an emergency. Notwithstanding, one (1) of these personal days may be used at any time with the prior approval of the day by the building principal, with the limitation that no more than two (2) teachers from each elementary school and no more than three (3) teachers from Columbia School may use the same day.

10.05 Emergency

Any absence in the nature of an emergency, and deviating from those listed in this Article, must be explained to the Superintendent in writing. He may then make recommendations to the Board concerning pay for such absences. No claim for payment for absence in the nature of an emergency shall be made until all personal days have been utilized. The Superintendent

shall, within thirty (30) school days of receipt of a written explanation, notify the teacher who is requesting such pay of the Board's decision as to whether the employee will be paid for the days' absence, and payment shall be made within thirty (30) days of the Board's favorable decision.

10.06 Professional Business

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

10.07 Temporary Leave

An employee may be granted a leave of absence due to a physical or mental disability. The disability must be certified by a physician designated and paid by the Board of Education. The leave may or may not, contain provisions of salary. No employee granted a leave of absence under this section will be allowed to return to employment until he or she shall have been certified, by a physician designated and paid by the Board of Education, as capable of performing the duties assigned. No absence will extend beyond two (2) years.

10.08 Maternity Leave of Absence

Any female teacher shall upon request be granted a leave of absence without pay, for maternity purposes or adoption of a child. The leave of absence for a tenured teacher will be for a period of time extending one (1) year beyond the birth or adoption of a child and terminating on the first of September next following this period of time. The leave of absence for a non-tenured teacher will terminate with her contract. In the

absence of such a leave any pregnant teacher shall be entitled to continue working as long as she is certified to be physically able to do so, to be absent without pay as may be required by her for maternity purposes and to return to her duties when certified to be physically able to do so. Such certifications to be made by a licensed physician.

10.09 Community Service Leave

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

Article 11: Sabbatical Leave

11.01 In these regulations the word "teacher" shall be considered as including classroom teachers, Guidance Counsellors, Librarians, Social Workers, Learning Disabilities Specialists, Reading Teachers, Music Teachers, Art Teachers, and Physical Education Teachers.

The Board of Education may grant sabbatical leaves subject to the following:

Eligibility and Qualifications

- (a) The applicant must have completed seven (7) or more years of continuous full time service in the Berkeley Heights school system.
- (b) A maximum of two percent (2%) of the professional staff will be granted sabbatical leaves per year. Insofar as possible, the leaves will be proportionately divided among the various grade groupings and schools.

- (c) Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years as an employee of the Berkeley Heights school system.
- (d) A further requirement for eligibility is the filing of a written agreement with the Secretary of the Board of Education stipulating the applicant for sabbatical leave will remain in the service of the Berkeley Heights school system for a period of two years following the expiration of the sabbatical leave.

11.02 Purposes of Sabbatical Leave

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

The following information shall be presented in the application for consideration by the Superintendent of Schools and the Board of Education:

- (a) Formal Study - A program should be outlined which will indicate how it will aid in improving the educational services of the applicant.
- (b) Research and/or Writing - The project shall be outlined and its appropriateness for professional improvement indicated.
- (c) Travel - A plan, including the proposed itinerary, shall be submitted stating professional objectives which are sought through such travel.
- (d) Other Reasons - A plan shall be submitted stating the professional objectives of the opportunities afforded by the leave.

11.03 Length of Leave and Filing Date

- (a) The leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.
- (b) The application must be filed seven (7) months prior to the starting date of the leave.
- (c) The Superintendent shall give notice to the applicant of the acceptance, or rejection, of his application within sixty (60) days after the due date of the filing.

11.04 Selection

The most important criterion for determining the granting of a sabbatical leave is whether, in the long run, it will contribute to the improvement of teaching service.

Selection procedures will be as follows:

- (a) Upon receipt of all such applications the Superintendent shall consider them for recommendation on the following factors:
 - (i) Purpose of leave.
 - (ii) Professional growth of staff member.
 - (iii) Potential benefit to the school system.
 - (iv) Seniority of service in the school system.
 - (v) Compliance with all regulations relating to leave.
 - (vi) Other factors deemed important.
- (b) Approval of a sabbatical leave by the Board of Education is contingent upon the availability of a qualified employee to assume the applicant's duties.
- (c) A sabbatical leave, once granted, may not be terminated before the date of expiration, except

as otherwise provided herein, or otherwise agreed upon by the applicant and the Board of Education.

- (d) The Board of Education reserves the right to reject any, or all requests for sabbatical leaves.

11.05 Conditions of Leave

The following conditions will be in force during a sabbatical leave:

- (a) The applicant shall enter into a contract to continue in the service of the Berkeley Heights Public Schools for a period of at least two (2) years following the expiration of the leave of absence. Failing to so comply with the two (2) year service clause, the teacher shall repay to the Berkeley Heights Board of Education a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the two subsequent years of service bears to the full two (2) years. Exceptions to this condition will be made in the case of an employee who has become incapacitated or has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.
- (b) The salary granted an employee on sabbatical leave shall be as follows:
- (1) An employee on leave for two (2) full consecutive semesters shall receive sixty (60%) percent of the salary to which he or she would be entitled if not on leave.

- (ii) An employee on leave for one (1) full semester shall receive fifty (50%) percent of the salary to which he or she would be entitled if not on leave.

Regular monthly deductions will be made from salary payments including teachers pension fund and other legally required or employee-authorized deductions.

- (c) Payment of salary to staff members on sabbatical leave shall be made in accordance with the provisions of the Board of Education in payment of salary to other members of the professional staff. The employee on leave shall be responsible for keeping the Board Secretary's Office informed as to his address.
- (d) Anyone on such leave shall be considered as in the employ of the Berkeley Heights Board of Education and the time thus spent shall count as regular service toward retirement and consideration of salary. Such leave of absence shall be without prejudice to the teacher's tenure rights.
- (e) Teachers on such leave may not associate for monetary compensation with any person, persons, or organization, during the school year unless recommended by the Superintendent and approved by the Board of Education.
- (f) During the sabbatical leave, policies relating to sick leave, absences, absence for personal reasons, death, etc. shall not apply. Accumulated sick leave benefits will be maintained during such leave and shall become available to the employee together with the annual provisions of

this contract upon his return to the district.

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

11.06 Reports

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

- (a) Before any changes are made in the planned program of the leave, as outlined in the approved application, the employee shall request approval from the Superintendent.
- (b) An interim report shall be filed at the midpoint of the period for which the leave was granted. This report should contain sufficient information for the Superintendent to determine that the objectives of the leave are being realized.
- (c) A final report of activities and outcomes of the leave shall be filed with the Superintendent within sixty (60) days of the termination date of the leave. This report will then be transmitted to the Board of Education.
- (d) The Superintendent may request, and the employee shall promptly furnish, such additional reports as the Superintendent considers necessary to properly ascertain the fulfilling of the agreement by the employee.

11.07 Termination of Leave

Sabbatical leaves may be terminated as follows:

- (a) If while on a sabbatical leave of absence a teacher becomes pregnant, she is required to notify the Board of Education and request a maternity leave under the Article 10: Absences 10.08 Maternity Leave of Absence provisions of this contract. Upon the date of the beginning of the maternity leave, the sabbatical leave shall terminate.
- (b) Interruption of the program of study, research and/or writing, or travel, caused by serious accident or illness during a sabbatical leave shall not prejudice the Board of Education regarding the fulfillment of the conditions on which the leave was granted and shall not affect the amount of compensation paid the employee provided:
- (i) Evidence of the accident or illness is accepted as satisfactory by the Superintendent and Board of Education.
- (ii) The Superintendent is notified of such accident or illness within thirty (30) days.
- (c) If the Superintendent is convinced an employee is not fulfilling the purpose for which a sabbatical leave was granted, or has violated any of the conditions of the leave, he shall report this fact to the Board of Education. The Board of Education may terminate the leave, as of the date of its abuse, after giving the teacher an opportunity to be heard.

Article 12: Professional Growth

12.01

An Educational Assistance Plan has been established for

teaching personnel to assist and encourage them to improve their skills, knowledge, and abilities.

- (a) Seventy-five (75%) percent of costs incurred for registration, tuition, and laboratory expenses but not including cost of books purchased, will be reimbursed to the employee after submitting evidence of completion of an approved course with a passing grade or better.
- (b) In all cases, prior approval of the course by the Superintendent is required. The following types of courses will be given consideration:
 - (i) Degree Program - all courses required by an accredited institution for an advanced degree.
 - (ii) Non-Degree Program - Specialized courses which will enhance the employee's value to the Berkeley Heights School System through increased competence in his present position or positions to which he may logically progress.
- (c) These courses must not interfere with regular attendance during scheduled working hours.
- (d) Reimbursement will not be made after an individual has left the Berkeley Heights School System.
- (e) The maximum number of credits for which reimbursement will be made shall be twelve (12) per year.

The Superintendent may grant permission to any employee to be absent from school with full pay for any cause which the Superintendent deems beneficial to the school system, providing such absence is arranged for and approved in advance.

This shall specifically include absence for visitation and observation in other school districts.

Any expenses incurred in attending meetings, workshops, conferences, etc. may be reimbursed only on the Superintendent's approval in advance.

Article 13: Salaries

13.01 Salary Schedule

The salary schedule of each teacher covered by this Agreement is set forth in Schedule A which is attached hereto and made a part hereof. See Schedule B for revised extra curricular pay provisions.

13.02 Method of Payment

- (a) Pay day shall ordinarily be the 15th and the last day of each month.
- (b) Exceptions: When a pay day falls on or during a school holiday, vacation or weekend, teachers shall be paid on the last previous working day.
- (c) Each teacher will receive his last pay on the last working day in June.
- (d) An optional Summer payment plan will be available to teachers. This plan will be based on the following guidelines:
 - (i) Each employee will have the option of selecting the following classifications for the purpose of withholding salary:
 - Class A \$50/ month = \$ 500.
 - Class B \$ 75/ month = \$ 750.
 - Class C \$100/ month = \$1000.
 - Class D \$125/ month = \$1250.
 - Class E \$150/ month = \$1500.

- (ii) Payment to be made on the 15th of July and on the 15th of August. Both payments to be of an equal amount, based on the selected classification.
- (iii) Teachers will enroll in the program if they so desire, in June and deductions shall begin in September of the next contract year. New teachers may enroll when they begin their employment.
- (iv) Teachers may withdraw from this payment plan upon giving the Board Secretary written notice of their desire to withdraw. Withheld salary under this plan will be transmitted to the teacher within sixty (60) days after receipt by the Board Secretary of the written notice to withdraw.

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

13.04 Sick Leave Incentive Plan

A teacher, upon service retirement or disability retirement in accordance with the Teachers' Pension and Annuity Fund, shall receive a lump sum payment equivalent to ten (\$10) dollars per day for each unused day accumulated in his or her personal sick leave bank. In the event of death before retirement, the teacher's estate shall receive the lump sum payment described herein.

Article 14: Insurance Coverage

14.01 The Board will pay for health and hospitalization insurance under Blue Cross - Blue Shield for each employee who

wishes such insurance and ninety (90%) percent of the additional premium for dependent coverage under the health and hospitalization plan. Said Blue Cross-Blue Shield group plan shall provide for 365 day Blue Cross coverage and "prevailing rate" Blue Shield coverage. The Board reserves the right to transfer the insurance coverage to other insurance companies, but agrees that if this is done, the coverage shall be equal to or better than that presently existing. The Board will pay for major medical insurance under the existing Connecticut General policy for each employee who wishes such insurance and ninety (90%) percent of the additional premium for dependent coverage under the major medical insurance plan. The Board agrees to increase the Major Medical lifetime maximum benefit from the current \$75,000.00 to \$1,000,000.00 with the understanding that any increase in such premiums during the 1976-77 and the 1977-78 school years be borne by the teacher, to the extent that same exceeds the contractual dollar premium limitations. The Board reserves the right to transfer the insurance coverage to other insurance companies, but agrees that if this is done, the coverage shall be equal to or better than that presently existing.

In no event, however, shall the Board's total aggregate contribution for all insurance premiums exceed the following dollar limitations:

<u>Classification and Type of Coverage</u>	<u>1976-77 and 1977-78 Amount:</u>
Husband-Wife	\$592.14
Parent-Child	\$442.03
Family	\$629.06
Single	\$286.43

Article 15: Deductions

15.01 The Board agrees to deduct from teachers' salaries dues which said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, (N.J.S.A. 52:

14-15.9 e) and under the rules established by the State Department of Education. Said monies shall be transmitted to the Treasurer of the Berkeley Heights Education Association. The Treasurer shall disburse said monies to the appropriate Association or Associations. Teacher authorizations shall be in writing.

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

15.03 The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.

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

Article 16: Academic Freedom

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

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

16.03 When appropriate for the maturity level and the intellectual ability of the students, controversial issues may

be studied in an unprejudiced and dispassionate manner. If an issue is discussed, teachers have a responsibility to insure that different points of view on the controversial issues are presented to the students.

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

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

Article 17: Travel Expense

17.01 All teachers designated by the Board shall be reimbursed for the following overnight or convention trip expenses:

- (a) Cost of lodging, meals, and gratuities not to exceed an average expenditure of thirty-five (\$35) dollars a day.
- (b) Automobile mileage at a rate of twelve (12¢) cents per mile, tolls, parking fees.
- (c) Cost of fares on common carriers.

17.02 All teachers on Board authorized business, other than overnight trips, shall be reimbursed for:

- (a) Meals and gratuities.
- (b) Automobile mileage of twelve (12¢) cents per mile, tolls, and parking.

(c) Cost of fares on common carriers.

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

Article 18: Council on Instruction

18:01 Membership

The Council on Instruction shall consist of ten (10) members, plus one (1) Principal, plus one (1) librarian, plus one (1) reading teacher and the Assistant Superintendent of Schools.

There shall be one (1) representative from the Primary grades and one (1) representative from the Intermediate grades from each K-6 school. There shall be one (1) representative from the seventh grade and one (1) representative from the eighth grade of the Middle School.

Members will be elected from their respective staffs in June of each year. Members are elected for two (2) years.

18.02 Purposes

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

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

It will act as a fact-finding group in matters related to the instructional area. As a result of this aspect, it will determine the areas in the curriculum that studies and recommendations will be made and said recommendations will be sent to the Administrative Council for action. It will help coordinate the instructional program.

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

18.03 Meetings

The Council will meet monthly, except for the month of June, and such other times as designated, with members given released time to attend. Members of the Board of Education are welcome to attend any meeting.

18.04 Procedures

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

Article 19: Staff Administration Liaison

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

Article 20: Complaint Procedure

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

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

Article 21: Statutory Savings Clause

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

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

21.03 Non-Discrimination - The Board and the Association agree that there should be no discrimination on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or age.

Article 22: Continuation and Nonrenewal of Contract of Nontenure Teaching Staff Members

22.01 Notification of Status

(a) Date

On or before April 30 of each year, the Board shall give to each nontenure teaching staff member continuously employed by it since the preceding September 30 either:

- (i) a written offer of a contract for employment for the next succeeding year providing for

at least the same terms and conditions of employment but with such increases in salary as may be required by law or agreement by the Board of Education, or

(ii) a written notice that such employment will not be offered.

(b) Statement of Reasons

Any nontenure teacher who receives a notice of nonemployment may within five (5) school days thereafter, in writing, request a statement of reasons for such nonemployment from the Superintendent or his designee which statement shall be given to the teacher in writing within the five (5) school days after receipt of such request.

(c) Appearance

Any nontenure teacher who has received such notice of nonemployment and statement of reasons shall be entitled to appear before the Board or its designee (s) to present the teacher's views or comments, provided a written request for an appearance is received in the office of the Secretary of the Board within five (5) school days after receipt by the teacher of the statement of reasons. The teacher may have a representative of his or her choosing present.

(d) Board Determination

The Board, or its designee, shall issue a final written determination as to the employment or nonemployment of said nontenure teacher for the next succeeding school year within five (5) school days

after the appearance. The Board or its designee will present to the teacher the written determination no later than June 15 except in case of emergency.

Article 23: Fully Bargained Provisions

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

Article 24: Board Rights and Responsibilities

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

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

Article 25: Duration of Agreement



25.01 Duration Period

This Agreement shall be effective as of July 1, 1976 and shall continue in full force and effect until June 30, 1978

subject to negotiations for a successor agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

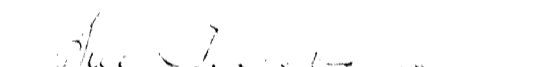

BOARD OF EDUCATION OF THE TOWNSHIP OF
BERKELEY HEIGHTS

ATTEST:


John R. Walklet, Secretary By 
Mrs. Barbara Ivin, President

BERKELEY HEIGHTS EDUCATION ASSOCIATION

ATTEST:


Mrs. Sue Tenenbaum, Secretary By 
Michael Brader, President

BERKELEY HEIGHTS PUBLIC SCHOOLS

SCHEDULE A (1) Teachers' Salary Guide 1976-77

<u>Step</u>	<u>Exper.</u>	<u>B.A.</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>B.A.+60</u> <u>M.A.+30</u>
1	0	\$10500.	\$11125.	\$11760.	\$12750.
2	1	10850.	11475.	12110.	13100.
3	2	11225.	11850.	12485.	13475.
4	3	11625.	12250.	12885.	13875.
5	4	12050.	12675.	13310.	14300.
6	5	12475.	13100.	13735.	14725.
7	6	12925.	13550.	14185.	15175.
8	7	13375.	14000.	14635.	15625.
9	8	13835.	14460.	15095.	16085.
10	9	14295.	14920.	15555.	16545.
11	10	14755.	15380.	16015.	17005.
12	11	15220.	15845.	16480.	17470.
13	12	15775.	16400.	17035.	18025.
14	13	16400.	17025.	17660.	18650.
15	14	17250.	17875.	18510.	19500.
16	15	18100.	18725.	19360.	20350.

1. 100% employee, 90% dependents - health and hospitalization
2. 100% employee, 90% dependents - major medical

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SCHEDULE A (2)

1977-78 Salary Guide

A salary guide shall be developed by increasing the first step of the Bachelor's Schedule for 1976-77 by six (6%) percent plus or minus one-half ($\frac{1}{2}$) of the difference between six (6%) percent and the actual Cost of Living increase for the period of January 1976 to January 1977 for the New York-Northeastern New Jersey Area, as measured by the U.S. Bureau of Labor Statistics Consumer Price Index. This dollar increase on the first step shall be applied to each step of the 1976-77 guide to arrive at the 1977-78 guide.

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SCHEDULE B

Article 13: Salaries

13.03	<u>Payment for supervision of approved extracurricular activities</u>	1976-77 and 1977-78 <u>School Years</u>
	Junior High School intramural football coach	\$ 325.
	Junior High School intramural soccer coach	325.
	Cheerleading Advisor	350.
	Student Council advisor	375.
	Year book advisor	375.
	Chorus	490.
	Band, Orchestra	490.
	Dramatic coach	400.
	Approved Club Advisor	325.
	Safety patrol advisor	350.
	Video tape work	\$8. per hr.

Interscholastic Coaches Guide

				1976-77 and 1977-78 <u>School Years</u>
<u>Junior High School</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Basketball Coach	\$450.	\$500.	\$550.	\$600.
Baseball Coach	450.	500.	550.	600.
Soccer Coach	450.	500.	550.	600.

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Teacher evaluation is a necessary and vital part of our educational program. Without some type of an evaluation, we can easily move in the wrong direction or become satisfied with the status quo. Our rapidly changing world and our move toward cybernetics make it mandatory for each of us to reassess the curriculum, to understand how the human element influences our objectives, and to know how we can best utilize the latest teaching methods, based on adequate research.

A successful teacher must be pupil oriented and his objectives must be directed so that each pupil shows continuous growth. One of our major objectives is to see that each pupil eventually becomes a contributor to society; therefore, teacher evaluation will be based on the premise that growth and change must come from within the individual, be it student or teacher, if any change is to take place.

It is hoped that by visiting the classes, the administrators may assist the teachers in constantly improving our educational program. With this in mind, the following criteria are established as a minimum standard.

- 1. Tenure teachers
 - a. The period will cover from January to January
 - b. Two (2) informal observations and one (1) formal evaluation will be required.
- 2. Non-tenure teachers
 - a. The first period will be from Sept. 1st to Feb. 15th.
 - b. Two (2) informal observations and one (1) formal evaluation will be required.
 - c. The second period will be from February 16th to June 15th.
 - d. One (1) informal observation will be required.



Should an administrator or teacher feel more observations are necessary or desirable, the lines of communication will remain open and further assistance will be given. All teachers are encouraged to conduct self-assessments through the use of various audio-visual equipment, such as a tape recorder or a video-tape recorder.

Following each observation, the administrator will discuss the lesson with the classroom teacher.

Three copies of the Classroom Observation Form No. 8692000, and/or Teacher Evaluation Form No. 8691000, will be completed. The original copy is to be forwarded to the Superintendent's office, one copy is to be given to the teacher and the third copy is to be retained by the building principal.

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