THIS AGREEMENT, made the day of September, 1973 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".

WITNESSEIH:

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 303, Public Laws 1968 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

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.

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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 make 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 shall be negotiated within the spirit and intent of Chapter 303 of the Public Laws of New Jersey, 1968. Such negotiations shall begin not later than November 1 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, that there has been a violation, misinterpretation, or inequitable application of this Agreement, policies or administrative procedure, affecting such teacher or group of teachers.
- (b) An "Aggrieved person" is the person or 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

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) <u>Level Two</u>: <u>Superintendent</u>

- (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 school days after his receipt of the appeal.

(c) <u>Level Three</u>: <u>Board of Education</u>

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.

expenses and the cost of the hearing room shall be borne equally by the 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 Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 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.
- 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.
- 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 reasonable 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 <u>In-school Work Year Definition</u>

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

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6.04 School Calendar

The school calendar for 1973-74 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. 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 attempt to equitably and reasonably distribute among the faculty members various assignments for substitute duty. In the event that any faculty member is called upon during any school year to substitute for more than 10 class hours, he shall be compensated for the hours beyond ten (10) in number at the rate of ten (\$10.) collars per class hour, unless such substitute coverage was voluntary and initiated by the faculty member.

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.

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. ____12___

Article 10: Absences

10.01 Sick Leave

As of September 1, 1973, 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) 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, sistef-in-law, son-in-law, daughter-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, and, in advance. Three day's 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 proceding or following a school holiday or vacation period.

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 designeted 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

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- 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.
- 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:

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 white on teave 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 such leave shall be one-half $(\frac{1}{2})$ of the salary to which he or she would be entitled if not on leave. From such half-salary shall be deducted monthly, the regular deductions for the 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. 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 recommend ed by the Superintendent and approved by the Board of Education. (f) During the sabbatical leave, policies relating to sick . 19

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.

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.

A1.06 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 mid-point 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) Fifty (50) 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 codrses 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.

The Superintendent may grant permission to any employee to be absent from school with full pay for any cause which the Super-intendent 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 extracurricular 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 established as of June, 1972. 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 1972, and subsequent Junes in future years. Deductions to begin in September of each contract year. (September 1973 for this agreement).
- (iv) Once committed to the plan, a teacher may not withdraw; except, when going on leave, resignation, non-renewal of contract, or sixty (60) day notice on contract cancellation. Should any of these things occur, the employee, upon giving the Board Secretary written notice of his intent to withdraw, based on one of the above reasons, will receive the funds put into this fund within sixty (60) days of written intent to withdraw.
- 13.03 Payment for supervision of approved extracurricular 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.

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 employe who wishes such insurance and ninety (90%) per cent of the additional premium for dependent coverage under the major medical insurance plan. 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:

Classification and	
Type of Coverage:	Amount:
Husband-Wife	\$510,05
Parent-Child	\$380.75
Family	\$541,85
Single	\$246.72

Article 15: Deduction from Salary

15.01 The Board agrees to deduct from teacher salaries dues in the Berkeley Heights Education Association, The Union County Conference

of Teachers Association, the New Jersey Education Association, and The National Education Association, which teachers have authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws 1969 (N.J.S.A. 52:14-15.9e) and under the rules established by the State Department of Education. Teachers authorization shall be in writing.

- 15.02 Each of the associations named above shall certify in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board notice prior to the effective date of such change.
- Additional authorization for dues deduction may be received after August 1 and become effective under rules established by the State Department of Education.
- 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 If 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.
- 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 class:room. 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 in any reaskers.

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 twelve (12) members, plus one (1) Principal, plus one (1) librarian, plus one (1) reading teacher and the Assistant Superintendent of Schools.

There shall be one representative from the Primary grades and one member from the Intermediate grades from each K-6 school.

There shall be two (2) representatives from the seventh grade and two (2) representatives from the eighth grade of the Middle School.