

**AGREEMENT**

*Bernards Township  
Board of Education*

**and**

*Bernards Township  
Education Association*

**July 1, 2007 to June 30, 2010**

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## **PREAMBLE**

This agreement is entered into this 1st day of July, 2007 by and between the Board of Education of the Township of Bernards, New Jersey, hereinafter called the "Board" and the Bernards Township Education Association, hereinafter called the "Association."

## **WITNESSETH:**

WHEREAS, the Board and the Association recognize and declare with the Administration that providing high quality education for the children of the Bernards Township School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise in the formulation of certain policies and programs designed to improve educational standards, and

WHEREAS, the Board recognizes and supports its obligation, pursuant to Chapter 303, Public Laws, 1969, as amended, to negotiate with the Association as the representative 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 the Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

## **Article I RECOGNITION CLAUSE**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for personnel under contract, on leave, presently employed, or employed any time during the contract year by the Board, but excluding:

Superintendent of Schools  
Assistant Superintendents  
Principals  
Assistant Principals  
Board Secretary and/ or School Business Administrator  
Directors  
Supervisors  
Confidential Employees - Central Office Personnel  
Data Base Manager  
Computer Technicians  
Technology manager

Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

The term "teacher," when used hereinafter in this Agreement, shall refer to all professional personnel.

## **Article II**

### **NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, as amended in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin not later than October 15th of the school year in which this Agreement expires. Any agreement so negotiated shall be reduced to writing, be signed by representatives of the Board and the Association, and after adoption by the Board and the Association, shall apply to all employees.
- B.
  - 1. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.
  - 2. The President of the BTEA/designee shall receive written notification when additions or deletions are planned in any or all contracts within five days of the proposed change.
  - 3. Salaries for all new positions within the scope of the BTEA bargaining unit, created by the Board of Education at any time during the year, shall be considered a part of that unit, and shall be the subject of negotiations between the President of the BTEA or designee of the BTEA and Board of Education prior to posting of said positions.
- 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 all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of the negotiations.
- D.
  - 1. Representatives of the Board and the Association's negotiation committee shall meet when either party feels it necessary to review the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

2. Within a reasonable time prior to the meeting, each party shall submit to the other an agenda covering matters they wish to discuss.
3. All meetings between the parties shall be scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were 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.
- F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **Article III GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. A "grievance" is a claim based upon the interpretation, application, or violation of this Agreement, or of any other administrative decision or policy which affects the terms and conditions of employment of an employee or group of employees covered by this Agreement made by an employee or the Association.
2. An "aggrieved person" is the person, or persons, or Association, making the claim.
3. 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 the claim.

#### **B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the administration and having the problem adjusted, provided the adjustment is not inconsistent with terms of the Agreement.

**C. Procedure**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure by the grievant to initiate or process any grievance within the time limits indicated shall constitute an abandonment of the grievance and a waiver of any right to proceed. Failure of the Board or its representative to answer in a timely fashion shall permit the grievance to be moved to the next step.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in 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 either party, the time limits 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.

**3. Level One-Principal or Immediate Supervisor**

- (a) An employee may initially discuss a matter which he/she shall identify as a grievance, with the Immediate Supervisor in an attempt to settle the matter informally. At the request of either the Employee or Supervisor, a building representative and/or another administrative person (excluding the Superintendent or Assistant Superintendent) may attend this informal meeting. This informal meeting is not intended to extend the time limitations as otherwise set forth in this contract.
- (b) In the event the employee is not satisfied by an informal attempt to resolve the problem, he/she shall so inform his/her Immediate Supervisor by filing a written grievance within forty-five (45) school days of the event's occurrence, setting forth the problems to be considered (with an informational copy to the Association). Within five school days after receiving the notice, a formal meeting to discuss the grievance shall be attended by the Immediate Supervisor and/or another administrative person (excluding the Superintendent or Assistant Superintendent), the employee and the building representative of the BTEA. The Immediate Supervisor shall provide the employee and the BTEA a written statement setting forth his/her decision on the grievance which was presented to him/her within five school days of the meeting. If the employee is not satisfied with the resolution at Level One, the grievances shall then proceed to the next level in accordance with the provisions of this agreement.

**4. Level Two - Superintendent**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance in writing with the Association within five school days after the decision at Level One or ten school days after the grievance was presented, whichever is sooner. Within five school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools. The Superintendent shall render his/her written decision within thirty (30) school days of the receipt of the grievance.

**5. Level Three - The Board of Education**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten school days after the grievance was delivered to the Superintendent, he/she may within five school days after a decision by the Superintendent or fifteen days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance to the Board. The Board shall have thirty (30) school days from the receipt of the grievance to render its decision.

**6. Level Four - Arbitration**

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered within five school days of the Board's decision or ten school days after the grievance was delivered to the Board, whichever is sooner, the grievant may file a written request with the Association to submit the grievance to Arbitration. If the Association determines the grievance to be meritorious, the Association may, within ten school days from the date of the grievant's appeal, submit a written request to the Superintendent requesting arbitration of the grievance. Grievances concerning:

1. Any matter for which a specific method of review is prescribed either by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone;
2. A complaint of a non-tenure teacher which arises by reason of his/her not being re-employed;
3. A complaint by any teacher occasioned by appointment to, or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required; as provided in the Board Policy Manual, revised: December 15, 1975 paragraph 3.9, "Extra-curricular assignments are on a year to year basis, independent of teaching contracts, and do not achieve tenure. Based on recommendation of the Superintendent, the Board grants and discontinues such assignments as required for the proper function of the school system. If and when it becomes necessary to discontinue such an assignment after being held by one teacher for more than one year, his or her immediate superior will counsel the teacher regarding the reasons for non-renewal of assignment. If such reasons involve inability to perform in the assignment as required, it is understood that through prior counseling the individual will have had the opportunity to meet the requirements of the assignment." shall not be deemed to be arbitrable.

(b) Within ten school days after receipt of the appeal to arbitration, the Board and the Association shall agree on an arbitrator, who shall then be contacted and requested to submit available dates for hearing the grievance. If the Board and the Association are unable to agree on the selection of an arbitrator, the Association shall request the Public Employees Relations Commission to submit to parties a list of seven names of potential arbitrators. The Board and the Association shall then select, by mutual agreement or by a process of alternate striking, an arbitrator from the list submitted by PERC. In the event the process of alternately striking names is used, the party to strike first shall be determined by coin toss.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association, shall hold hearings promptly, and shall be requested to issue his/her decision within a reasonable period of time. The arbitrator's decision shall be in writing and shall set forth his/her 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 final and binding on the parties.

- (d) The cost for the services of the arbitrator, including per diem expenses if any, and actual 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.

**D. Rights of Employees to Representation**

1. An aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall be notified by the superintendent and have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board, any member of the administration or its representatives, or any member of the Association, any party in interest, any representative, or any other participant in the grievance procedure by reason of such participation.

**E. Miscellaneous**

1. If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so, such a grievance commencing at Level Two.
2. Decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing setting forth the decisions and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairperson of the Association.
3. All documents, communications, and records used by the Board in dealing with processing of a grievance shall be filed in a separate and confidential file and shall not be kept in the personnel file of any of the participants.
4. All documents, communications, and records by the Association in dealing with a grievance shall be maintained in a separate and confidential file by the Association.
5. 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.
6. 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, hereintofore referred in this Article.

**Article IV**  
**TEACHER EMPLOYMENT**

- A. A copy of the current Agreement shall be provided upon employment.
- B. The Board of Education shall have sole discretion to place new employees any place on the guide.
- C. Teachers with previous teaching experience in the district shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience in a duly accredited school, military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Corps work and time spent on a Fullbright or other approved scholarship up to the maximum set forth in Section B above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left, unless the experience is directly related to their major teaching field.
- D. Previously accumulated unused leave days will be restored to all teachers who are returning from leave or who have been subject to a reduction in force.
- E.
  - 1. Teachers shall be notified of their contract and salary status for the ensuing year not later than the date required by law.
  - 2. The Administration will make every effort to inform teachers of their grade and subject area teaching assignments for the ensuing year by June 15th. It is understood that in the event circumstances make it educationally desirable that an assignment be changed after that date, the teacher shall be so notified by mail addressed to the teacher's regular mailing address as shown on the school records.
  - 3. The BTEA President or designee shall receive copies of all teacher schedules by August 15th for the purpose of review. Schedules developed after August 15th shall be reviewed when available.
- F. A notice of vacancy shall be posted in each building as far in advance as is practical. An effort will be made to provide candidates from within the staff one week's time to submit their applications. Such notices will be posted for established positions or newly created positions and shall set forth the qualifications for the position and the application process. The Association will provide the Board with a list of summer addresses of its officers and head building representatives. These people will be informed of job postings during the summer. It will be their responsibility to notify the staff of such openings.
- G. Employees hired before February 1 will advance to the next step of the guide in the ensuing year. Employees hired on or after February 1 will remain on the same step of the salary guide in the ensuing year.

**Article V**  
**TEACHER WORK LOAD ACADEMIC RESPONSIBILITIES AND NON**  
**ACADEMIC SERVICES**

**A. Academic Responsibilities**

1. It is recognized by the Board and the Association that the teaching profession consists largely of academic responsibilities (class instruction, lesson planning, evaluating pupils' work, working with individual students, working with groups of students in unassigned situations and assemblies), and of academically related responsibilities (parent conferences, professional meetings and seminars, professional study, State Department of Education and Middle Atlantic States Evaluations, and public relations).
2. Of the academic responsibilities listed, only class instruction need take place at regular and assigned times. The following provisions shall apply to such instruction:
  - a. The daily teaching load in grades K-5 shall not exceed five hours of classroom instruction and one hour of extra pupil contact. Substitutes shall be provided for teachers of special subjects when absent. All professional staff members in grades K-5 shall have 5 prep periods and 5 lunch periods totaling 500 minutes per week. In no case shall a teacher have a prep/lunch period of less than 30 minutes. All teachers shall have at least one prep scheduled daily. Special area teachers shall remain primarily responsible for the delivery of their special area curriculum. Every effort will be made to arrange teaching schedules so that teachers in grades K-5 will not have more than 2-1/2 hours of continuous teaching.
  - b. The daily teaching load in grades 6-12 shall not exceed five teaching periods, each of which shall not exceed fifty minutes, except when deemed necessary by the interested Principal and agreed to voluntarily by teacher(s) concerned. The Head Building Representative shall be notified of all such sign-offs after they have been obtained. Further exceptions may be made in accordance with C.5 of the Article.
  - c. Teachers in grades 6-12 shall not be required to teach more than three different subject areas, nor to have more than a total of three teaching preparations, except when deemed necessary by the interested Principal and agreed to by the Head Building Representative and teacher(s) concerned. When possible, teachers shall serve on only one interdisciplinary teaching team in grades 9-12.
  - d. Teachers in grades 6-12 shall not be required to teach continuously for more than three periods, except when deemed necessary by the interested Principal and agreed to by the Head Building Representative and teacher(s) concerned. However, on the school days that have been reduced in the total length for any reason, the Administration may change the order of the day's periods, even though some staff members may have to teach more than three consecutive periods under the revised daily schedule.
  - e. To afford the Administration some flexibility in scheduling in grades 6-12 (in the event that the Administration may wish to institute any non-traditional form of scheduling) the length of classes may exceed 50 minutes, provided that no teacher has more than five classes (rollbook/instructional groups) whose weekly total meeting time does not exceed 1250 minutes. Furthermore, any weekly instructional schedule must provide every teacher with a preparation period of at least 40 minutes per day, or preparation time divided into twenty minute segments. Teachers in grades 6-8 shall have five (5) preparation periods per week and teachers in grades 9-12 shall have six (6) preparation periods per week. Middle School teachers shall have five (5) team planning periods and teachers at the High School shall have four (4) tutorials/planning periods. The above paragraph in no way rescinds Article V, Section A, paragraphs 2c or d.

- f. Each teacher shall be assigned to one period (not to exceed 50 minutes) per day, four days a week to a resource room or learning center/station (media or computer room) for tutorial purposes or to a team teaching planning period. For these four periods, teachers shall keep a record of students who avail themselves of tutorial assistance. A procedure for implementation shall be developed. It is understood that the sole purpose of the log being maintained is to track the use of the tutorial period. It shall not be used in any way that might be construed as reflecting on the performance of the staff members. During these 4 periods, teachers shall be assigned to a station. These periods are predicated upon the 9 period (including lunch) school day. Should the school day be reduced in number of periods, the assignment of tutorial/planning periods cannot take place. In addition, any daily schedule must guarantee every teacher at least one prep period per day. A teacher who has already signed a memorandum of understanding to teach more than 25 periods per week (Article V, C, 5.) cannot be scheduled for a combined total of instructional periods and tutorial/planning/activity periods greater than 30 per week.
- g. A zero-period option shall refer to any situation where a teacher is required to teach a course or schedule a related activity out side the normal school day in order to satisfy his/her contractual obligation.
  - 1. Such employees assigned to these positions shall have their regular workday adjusted for the equivalent amount of time.
  - 2. In any event, the employees' workload and responsibilities shall be assigned in accordance with the provisions outlined in Article V.
  - 3. Said employees shall not be required to attend any faculty or professional meetings which are held beyond the regular teacher workday on days when they are assigned classes outside of the regular workday.
  - 4. Whenever any such position is assigned as an evening period to a teacher who has only a part-time assignment during the regularly scheduled school day, the employee shall be compensated at the rate of one-fifth of the full-time base salary for that employee. If the teacher assigned has a full schedule during the school day, the parties shall meet and negotiate appropriate compensation.
- h. Traveling teachers shall be notified of their home base school as of September 1 and shall be required to comply with the work hours and workload relevant to that school. Traveling teachers shall be required to attend only those meetings scheduled at their home base school. Traveling teachers shall be provided transit time between buildings.
  - 3. To facilitate working with students beyond the classroom, each teacher shall be available a minimum of fifteen minutes immediately following the dismissal of students at the end of each school day for the purpose of working with individual students or groups of students. The 15 minutes formerly designated as unassigned time for working with students beyond the classroom shall be incorporated within the teaching work day for grades 9-12 effective in the 1994-95 school year. Therefore, teachers in the High School shall not be required to be available beyond the work day. Arrangements for the use of this time may be initiated by either the teacher or the students. Those teachers who have extra-curricular responsibilities (i.e. coaches) which make this impossible shall make individual arrangements with their principals. Teachers shall be in attendance in school 15 minutes before the beginning of the school day. These 15 minutes shall be non-pupil contact time.
  - 4. From time to time, the Association may present proposals for released time days to be used to improve the quality of education in the district. Such proposals shall be presented to the Administration for consideration and if accepted, shall be forwarded to the Board for final approval.

5. Teachers may be required to attend no more than two evening assignments or meetings each school year, unless released time is provided the day of that evening; said assignments for evenings, will be held Wednesday whenever possible.
6. The district shall attempt to provide training adequate to prepare all of the participants in the inclusion situation to meet the education and/ or medical needs of the student in advance of the child's entry into the classroom. The nature of such training shall be determined as part of the Needs Assessment Procedure for the student. Ongoing training shall be provided as well.
7. Compensatory time will be provided for Pupil Assistance Committee members, with the exception of the referring teacher.

**B. Non - Academic Services**

1. Both parties recognize that there are operational functions not directly related to the educational process which are performed most effectively by members of the teaching staff.
  - a. These functions include before and after school supervision of students (grades 6-12 only), bus duty, cafeteria supervision (grades 6-12 only), classroom supervision prior to start of instruction (grades 6-8 only), and other services traditionally performed by teachers (hall duty, study hall).
  - b. In grades 6-12, to insure an equitable distribution of these nonacademic services, each teacher shall have no more than 250 minutes or 5 periods per week of non-academic pupil contact (See V. A.2.e.), and it shall be limited in nature to those functions listed in Article V. B.1.a. Each teacher shall have the opportunity in May to inform his/her Building Principal of his/her first and second preferences in regard to these non-academic services. Using this list of preferences as a guide, the assignment of these non-academic services shall be made by the Building's Principal or Vice Principal in consultation with the Association's Head Building Representative. Duties shall be rotated on a per semester basis.
  - c. To further insure an equitable distribution of these non-academic services, a teacher who is being paid for an extracurricular activity or a non-teaching assignment shall not also be relieved of school duties described in this Agreement.
2. It is further recognized by the Board of Education and the Association that certain non-academic services can be effectively performed by persons other than teachers. Therefore, both parties agree to the following provisions:
  - a. Teachers may not be required to collect funds.
  - b. A teacher shall not be required to compile PTA or Home and School Association student lists.
  - c. A teacher shall not be required to drive students to activities which take place away from the school building, but may do so voluntarily with the advance approval of his/her Principal. For teachers authorized by the Superintendent to transport children in their own cars, the Board will require that each teacher file in the Board Secretary's office a Certificate of Insurance specifying \$500,000/\$1,000,000 coverage. The Board will reimburse each teacher in an amount not to exceed \$100 per year for the added cost of such additional insurance.

**C. Miscellaneous**

1. Teachers will be permitted to leave after termination of the last scheduled period for students upon completion of any other assigned or scheduled professional duties or any other academically related responsibilities, except in cases that are specified in A.3 and B.1 of this Article. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty roster.

2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period and/or during preparation periods provided notice is given to some person designated by the Building Principal.
3. The President of the Association for the term of this contract shall be relieved of all non-teaching duties within the school day, except for those activities in which all faculty members are asked to participate. For a newly installed President of the Association (one who has not been President the previous year), such relief may be delayed by the Administration, but must begin no later than the beginning of the ensuing academic year. In addition, upon approval of the Superintendent, the President or designee may be given released time to conduct business of benefit to the district.
4. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid as per Schedule K.
5. Should it appear to be educationally sound, a teacher may exchange his/her period of non-academic pupil contact for an additional class with the mutual agreement of the Building Principal.
6. All increases in the length of the school day, as it affects the length of each teacher's work day, (i.e., the total daily time teachers are required to be in the school building) will be subject to negotiations.

## **Article VI TEACHER WORK YEAR**

- A.
  1. The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional 5 days of orientation) shall not exceed one hundred eighty-seven days, which shall be designated as follows: staff will be in attendance on the day before school opens; there will be 183 student contact days, including 3 snow days; on the two staff development days and the day after the close of school, there will be no student contact time. Snow days in excess of three shall be taken out of the spring vacation. The last two days of the school year shall be half days for students in grades K-5.
  2. The in-school work year of teachers employed on an eleven month basis shall not exceed two hundred and seven days.
  3. 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.
- B. The detailed school calendar shall be formulated by the Administration. A copy of the proposed calendar will be sent to the Association for its consideration prior to the Board's approval.

## **Article VII EMPLOYEE RIGHTS**

- A. Pursuant to Chapter 303, Public Law 1968, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. 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 employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or Other Constitutions of New Jersey against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulation. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage 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. No employee shall be discriminated against on the basis of race, creed, color, national origin, sex, age, physical challenge as proscribed by the "Americans with Disabilities Act", religion, sexual orientation, or marital status.

### **Article VIII**

#### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, agendas and minutes of all Board meetings, student enrollment data, individual and group teacher health insurance premiums and experience figures, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- B. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the Building Principal for his approval before posting.
- C. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without approval of Building Principals or other members of the Administration. Such communication shall bear signature of officers of the Association. The Building Representative shall be responsible for the distribution of materials to members.
- D. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association, and to no other teacher representative agency.
- E. The Board shall develop orientation programs for new teachers and shall afford the Association the opportunity to make a presentation during the orientation program.

**Article IX**  
**TEACHER EVALUATION AND PERSONNEL RECORDS**

- A. In order to encourage the maximum development of each teacher and to aid in making employment decisions, the Administration shall carry out a policy of adequate observation and constructive evaluation.
  
- B. Observation**
  - 1. Frequency**
    - a. Tenure teachers: a minimum of one visitation per year
    - b. Non-tenure teachers: a minimum of one visitation per semester, or three per year
    - c. If a teacher is observed the minimum number of times per semester or year, the observations should be separated by two (2) weeks or more.
  - 2. Observations should be at different hours of the school day to permit the teacher to be seen in a variety of teaching and child-handling situations.
  - 3. A "Record of Classroom Visit" form shall be completed by the observer in every case of a formal visitation. The principal's copy shall be signed by the teacher and filed in the teacher's individual folder. One copy of this record shall be given to the teacher.
  - 4. A pre-conference may be held before the formal visitation. An evaluation conference shall be held after each formal observation, and the teacher shall be given the evaluative material at least one day prior to the conference.
  
- C. Evaluation**
  - 1. Formal annual evaluations of teachers shall be conducted.
  - 2. Such formal evaluation shall include a discussion between the Administration and the teacher of the teacher's strengths and weaknesses.
  - 3. A teacher shall be given a copy of any Classroom Visit or Evaluation Report and any other evaluative material within 10 days of the observation and at least one day prior to any conference at which the evaluation is to be discussed.
  
- D. Personnel Records**
  - 1. Personnel records maintained by the Administration should in general contain the following kinds of material:
    - a. Academic credentials and personal references, which should be retained permanently. The confidentiality of such documents must be protected.
    - b. Material involving formal evaluation of the staff member. Such material shall have been discussed with and signed by the employee prior to becoming a part of his/her file under established procedures and should be retained for as long as deemed appropriate by the Administration.
    - c. Other material involving the staff member.

2. Personnel files shall be reviewed annually by the responsible supervisor. All official personnel files are located in the central office. A teacher shall have the right to review his/her personnel file annually, and should set up an appointment for the review. The teacher shall also have the right to submit a written response to anything in his/her file for placement therein. The response must be submitted within six (6) months of the teacher's first receipt, or first review of the material being responded to, whichever occurred first.

**E. Communications from the Public**

1. The Board and the Association shall encourage an atmosphere of open communications between the school system and the public. It is understood and agreed that the Administration will encourage citizens to resolve any complaints at the lowest level: staff member, Principal/Supervisor, Superintendent.
2. Complaints from the public involving the performance of a curricular or extracurricular staff member should be discussed informally by the citizen with the responsible Principal. Prior to any action being taken on the complaint, the teacher concerned shall be apprised of the nature of the complaint by his/her immediate supervisor, and offered an opportunity to respond. Copies of any written communication from the public will be given to the staff member by the appropriate Principal/Supervisor. Any complaint which is not satisfactorily resolved will then be submitted in writing to the Superintendent by the complainant. The Superintendent will make a recommendation for the resolution of the complaint and will forward the recommendation to the Board of Education and the teacher.
3. The Board shall not entertain questions or discussions in public on any matter involving the performance of a staff member unless it has had an opportunity to review the written complaint.

**Article X  
CLASS SIZE**

- A. Building Principals shall provide the Head Building Representatives with a complete and specific list of each teacher's pupil load by October 1 of each school year.

**Article XI  
PROFESSIONAL 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. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his/her own problems, functions, interests and needs as they relate to the District.
- B.
  1. A total of \$375,000 per year will be made available for tuition reimbursement. Certified employees (standard or permanent certificates) will be reimbursed on a first come, first-served bases for available funds each semester. Any funds remaining unused as of June 30<sup>th</sup> of each year will be carried over to the succeeding years. In addition, the funds will be administered as follows. The Superintendent will notify the president of the BTEA of the status of tuition reimbursement funds at the end of each year. One half of the cost of registration and tuition or \$225 per academic year whichever is greater for further study will be

paid to teachers with complete certification (standard or permanent certificates) as applied to courses taken in isolation (not part of a degree program). Up to one hundred percent (100%) reimbursement will be provided for courses which are a part of an employee's first graduate degree program related to the field of education, however, such expense shall be capped at the per credit rate charged by Rutgers, the State University at the time the course is taken. Up to seventy-five percent (75%) reimbursement will be provided for courses which are a part of an employee's second or additional graduate degree program. Those staff members who were accepted for enrollment prior to July 1, 2004 shall have 100% reimbursement for the additional graduate degree program. Where such reimbursement is expected, courses must have prior approval of the Superintendent of Schools. Computation of reimbursement due to teachers must be based on the academic year during which the course(s) were taken, even though request for reimbursement may have to be made at the beginning of the ensuing academic year. Employees who are required or requested by the Administration to receive or provide specialized training for fulfillment of their duties shall complete the training during the school day or be compensated by their regular rate of pay if training is received outside of the school day.

2. Full reimbursement of all reasonable expenses will be made to teachers who are required or requested by the Administration, or request and receive approval of the Administration, to attend workshops, seminars, conferences, in-service training sessions, or other professional meetings.
3. A Staff College shall be established as a part of the in-service training program for full-time, non-tenured staff members.
  - a. First year teachers with standard certificates and all second and third year teachers shall be required to attend 15 clock hours of training per year. These credits are not accruable towards credit on the salary guide. In-servicing scheduled during the workday shall not count towards the 15 hours. Course requirements shall be determined by the administration. Courses shall include Classroom Management and Essential Elements of Instruction. Staff members may elect the order in which courses are taken. Upon approval of the Superintendent, Graduate Level Courses may take the place of this requirement. These credits are not accruable for movement on the salary guide until the Graduate Program is completed.
  - b. First year teachers who are being mentored and first year alternate route teachers are exempt from the 15 credit hour requirement referred to in XI, B. 3a.
  - c. Participation in such training is voluntary for tenured staff members and maternity leave replacement staff members who have completed the staff college requirement during their first three years.
  - d. In-service courses relating to instructional issues conducted outside of the school day/year, will be eligible for one (1) credit for each twenty (20) clock hours. Such credits shall be applicable towards advancement on the salary guide for all employees.
  - e. Staff members who teach such courses shall be eligible to choose between receiving credit on the salary guide or receiving a stipend for teaching the first time they teach the course. Thereafter, they shall receive a stipend.
4. The following provisions apply to the mentoring process for first year teachers.
  - a. Formal evaluations of the first year teacher shall be conducted in accordance with the State requirements at the end of the 10th, 20th and 30th weeks by the building principal, and/or district supervisor. Formal classroom observations shall be conducted as per the district policy for non-tenured teacher.
  - b. Teachers may be required to serve as mentors. In that case, the following provisions shall apply:

1. Mentoring positions shall be posted and interested parties may apply through the normal process.
2. If no one applies, the mentoring role shall be assigned on a rotating basis.
- c. The mentor teacher shall not observe or evaluate the first year teacher formally. Notes, discussions, employee input or other documentation may not be used in the formal evaluation process.
- d. Fees associated with the training Beginning Teacher Induction Program shall be paid in accordance with the State requirement.
- e. Mentors and mentorees must participate in the district's Mentor program and attend all mentor/mentoree meetings.
- C. Staff members shall be able to advance to the next column on the salary guide as of September 1st and March 1st. The administration shall develop procedures for application for salary guide advancement. Only graduate or staff college credits shall be considered for movement on the guide.
- D. Teachers with standard certificates shall fulfill the 100-hour requirement as per NJAC 6:11-13.1-6:11-13.6. Teachers shall have the right to apply to attend Professional Development activities other than those provided by the Board. As part of the District's efforts to assist teaching staff members in meeting their Professional Development 100 hour requirement, the following in-service flex day program will be offered: Tenured staff members may opt to attend 6 hours of Staff College in lieu of attending the district in-service day on the Friday preceding Memorial Day. Non-tenured staff members may attend an additional 6 hours beyond the 15 hours required in Article XI, B.3 in lieu of attending that day. Partial credit for less than 6 hours will not be granted.

## **Article XII SICK LEAVE**

- A. The primary purpose of sick leave is to cover the absence of an employee from school in the event of personal illness that would make his/her presence in school inadvisable. Sick leave applies only to absences resulting from illness of the employee themselves; absence caused by illness in the immediate family is described in Article XIV Temporary Leave of Absence.
- B. Non-tenure teachers shall be allowed 10 days sick leave. Tenured staff shall have 13 days of sick leave. In accordance with State Law, unused sick leave days shall be accumulated and pro-rated to employees who are employed part of a year.
- C. Teachers transferred from another district within the State shall be allowed one-half of all the sick leave days accumulated in the prior district up to a maximum of 45 days.
- D. The Board of Education through administrative channels, reserves the right to have the reason(s) for absence due to illness validated by a doctor's statement. As a general rule, such a request will not be made until after the third day of illness.

## **Article XIII SICK LEAVE REIMBURSEMENT**

1. Accumulated sick leave shall be eligible for reimbursement at retirement at the rate set forth in Schedule L. Retirement shall be defined as eligibility to collect benefits upon termination of work in accordance with the New Jersey Division of Pensions. Eligibility for deferred retirement is not considered retirement.

2. In the event of a prolonged illness requiring use of sick day leaves, an employee can use all sick days which have been previously accumulated.
3. All employees shall be notified yearly by September 15 of their accumulated sick days as of the closing of the preceding school year.
4. All unused personal and family illness days shall accumulate as unused personal sick days.

## **Article XIV TEMPORARY LEAVES OF ABSENCE**

- A. Leaves of absence with full pay shall be granted annually for the following reasons:

### **Occasion**

#### **Upon approval of the Principal**

1. For personal illness in the immediate family (spouse, child, parent, grandparent wherever living, grandchild wherever living or any other member of the employee's immediate household).  
**Maximum Allowance:** 5 days per year
  2. For death in the immediate family (spouse, child, parent, brother, sister, grandparent, grandchild, father-in-law, mother-in-law) or any other member of the employee's immediate household.  
**Maximum Allowance:** 5 days per occasion
  3. For other death in the family, (uncle, aunt, nephew, niece, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law).  
**Maximum Allowance:** 2 day per occasion
  4. For the purpose of visiting other schools or attending meetings or conferences of an educational nature.  
**Maximum Allowance:** 2 days per occasion
- B.
1. For reasons of the need to discharge a business or family obligation or responsibility which cannot be handled outside school hours. A personal leave day cannot normally be used the day before or the day after a holiday or vacation period or the first or last day of the teacher's school term. Exceptions to this provision may be granted at the discretion of the superintendent in the following circumstances: attendance at a wedding or graduation in the immediate family, or the observance of a religious holiday. Application through the teacher's Principal shall ordinarily be made at least three days prior to the leave. Extreme situations can arise, which make three day notification impossible, and will be judged on an individual basis. Except for said situations, such days will be granted automatically.  
**Maximum Allowance:** 2 days per year.
  2. For jury duty.  
**Maximum Allowance:** As required
  3. For appearance in any legal proceeding connected with the teacher's employment or with the school system.  
**Maximum Allowance:** As required
  4. For temporary active duty with any unit of the U.S. Reserves or the State National Guard provided such obligation cannot be fulfilled when school is not in session. The employee shall be paid

his/her regular pay in addition to any pay which he/she receives from the Federal or State Government.

**Maximum Allowance:** As required

- C. Upon notification to the Superintendent, a maximum of four days each for two representatives to attend conferences of state and national affiliates shall be granted.
- D. Payment for other leaves of absence or emergency absence may be granted by the Superintendent with Board approval, with or without full pay. For purposes of this article, the term "without pay" means the per diem salary.
- E. Full and half day absences shall be defined as follows. An employee who is absent the entire day or works less than 4 hours shall be charged a full day absence. An employee working more than 4 hours but not the entire work day shall be charged a half day absence.

## **Article XV EXTENDED LEAVES OF ABSENCE**

- A. A leave of absence without pay of up to two years shall be granted to any teacher who, as a full-time participant:
  - 1. Joins the Peace Corps.
  - 2. Joins VISTA.
  - 3. Joins the National Teacher Corps.
  - 4. Serves as an exchange teacher.
  - 5. Is offered and accepts a Fullbright or other approved scholarship.

Provided he/she makes application for reinstatement within 90 days after completion of his/her obligation and upon approved return from such leave, a teacher shall be considered as if he/she had been actively employed by the Board during the leave. He/she shall be placed on the salary schedule at the level he/she would have achieved had he/she not been absent provided, however, that time spent on said leave is not counted toward the fulfillment of the time required for acquiring tenure.

- B. A military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the U.S. until expiration of the first enlistment or the duration of the national emergency. Such teacher shall be reinstated to a position in the system with full credit including annual increments provided, however, that he/she makes application for reinstatement within 90 days after discharge from the Armed Forces.

### **C. Child Care Leave**

The Board shall grant care leave in accordance with the provisions herein. Such leave shall be without pay, except that during periods of maternity disability leave, salary shall be paid in accordance with the sick leave statutes, policies and this Agreement.

- 1. The Board shall grant child care leave without pay to tenured employees because of the birth of a child for a period of no more than one (1) full school year, plus the balance of the school year in which the birth occurred. If a shorter period is requested, the return date must either be the beginning of the school year, or the beginning of the second semester. Non-tenured employees shall be granted child care leave only for the remainder of the contract year in which the birth occurred. All such leaves must commence, when possible, on the first day of a semester and end on the last day of a semester (February 1, September 1). When a teacher requests and is granted a childcare leave of absence, the teacher must return on the date approved. In the

event of extenuating circumstances, such as health concerns or a major life change, the superintendent may grant an alteration of the length of the leave.

2. An employee must apply for child care leave at least sixty (60) days prior to the start of the leave, unless an emergency prevents such notice. The request must state the anticipated date of beginning of the leave and the anticipated date of return.
3. Any employee who becomes pregnant may at her discretion elect to use all or any portion of her accumulated sick leave during any portion of her pregnancy that her physician certifies she is physically unable to work by applying in writing at least sixty (60) days prior to the beginning of such leave, unless an emergency prevents such notice. Such period shall be referred to as sick leave and the employee shall receive full pay and benefits during said period. It is required that the employee produce her physician's certificate in support of her request for the use of sick leave days. Her physician's certificate is subject to agreement by the Board's physician based upon the employee's medical records and upon consultation with the employee's physician. If after such analysis the Board of Education's physician and the employee's physician are unable to agree, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the employee, at the Board's expense, and whose medical opinion shall be conclusive and binding on the medical issue. Where medical opinion is supportive of the sick leave to any employee, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon an application by the employee to the Board. Such extension or reduction shall be granted by the Board, provided the employee produces a physician's certificate in support of the requested change, which certificate is subject to agreement by the Board's physician as above provided.
4. Any employee who does not elect to take a child care leave may continue to perform her duties as long as physically able to do so and will be entitled to return when her 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, and she will be entitled to her annual and accumulated sick leave with pay during the period of disability.
5. Upon return from a child care leave of absence, the employee shall be reinstated in a position for which he/she is certified.
6. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The child care leave period shall not be counted for tenure purposes.
7. Any employee who has been granted a child care leave of absence will be advanced a full salary guide step if he/she works more than ninety (90) teaching days in a given school year. Any days that school is closed for emergency reasons (such as snow) during the ninety (90) plus days that he/she has elected to work shall not be deducted from the total days he/she has elected to work.
8. Child care leave shall also be available to an employee who adopts a child under the same conditions set forth above. In such a case, the employee shall make application at least sixty (60) days prior to the beginning of such leave, unless an emergency prevents such notice. The application of the employee shall be accompanied by an affidavit verifying the adoption, in support of the requested child care leave dates.
9. In the event that the need for child care leave is negated, the employee may request to return to his/her position at an earlier date. Upon the recommendation of the Superintendent and the approval of the Board, an employee may leave or return at an earlier date than initially requested.
10. Upon return from a leave of absence under this Article, the employee shall retain any unused sick leave. Any additional sick leave shall not accumulate during the period of the leave of absence.

11. If an employee becomes pregnant after the birth for which she has been granted a child care leave and prior to the termination of such leave, the Board shall, upon request, extend the original child care leave for a maximum of one year, with the provision that the extended return date shall coincide with the commencement of either the beginning of the school year or the beginning of the second semester of the school year. Sick leaves shall not apply to the pregnancy subsequent to the birth for which the employee has been granted child care leave.
12. In the case of miscarriage or stillbirth, the employee may elect to return to her position at an earlier date. Upon the recommendation of the Superintendent and the approval of the Board, an employee may leave or return at an earlier date than provided herein.
- D. Any teacher who is elected or selected for a full-time public office which takes him/her from his/her teaching duties shall be granted a leave without pay for the term of such office or two years, whichever is less. Unless such teacher returns within this time limit, the leave shall terminate unless it has been renewed for a specific period with the approval of the Superintendent.
- E. Other extended leaves of absence without pay may be granted by the Board on the recommendation of the Superintendent.
- F. Upon return from an extended leave, the employee shall be reinstated in a position for which he/she is certified.
- G. Persons on full year leaves of absence shall notify the Bernards Township Board of Education in writing by March 15th whether or not they intend to return. Persons whose leaves begin after February 1 shall notify the Bernards Township Board of Education at least 60 days in advance of the end of their leave whether or not they intend to return.

## **Article XVI SABBATICAL LEAVES**

- A. A sabbatical leave of up to one year may be granted to a teacher by the Board on the recommendation of the Superintendent for study, for travel, or other activities of value to the school system, subject to the following conditions:
  1. The teacher has completed at least seven full teaching years of service in the Bernards Township School District. Such years need not be consecutive.
  2. Such leaves shall be granted to no more than two eligible teachers at any one time.
  3. Requests for such leave must be received by the Superintendent in writing no later than March 15, in such forms as may be mutually agreed upon by the Superintendent and the Association. Action must be taken on all such requests no later than April 15 preceding the school year for which the leave is requested.
  4. The teacher shall enter into a contract to continue in the service of the Bernards Township School District for a period of at least two (2) years after the expiration of such leave. The teacher shall execute a promissory note equivalent to the payment received while on leave. This note will be discharged at a rate of fifty percent (50%) after completion of one (1) year of service to the Board, and completely discharged after two (2) years. The teacher shall not be considered to be in violation of this provision in the event that failure to return to employment with the Bernards Township District is caused by the death of the teacher or the disability of the teacher as certified by the trustees of the Teacher Pension and Annuity Fund.

- B. A teacher on sabbatical leave shall be paid by the Board at the rate of seventy-five percent (75%) times one-half of his/her base salary for a half year's sabbatical leave or fifty percent (50%) times his/her full year's salary for a full year's leave. Such payments shall be made in accordance with the normal pay schedule.
- C. Upon return from sabbatical leave, the teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. He/she shall continue as an employee in the Bernards Township System for a minimum of two years unless the parties mutually agree otherwise. Upon return, the teacher shall submit to the Superintendent a written report summarizing such activities while on such leave. This is not to be considered a request for approval.
- D. During the period of the leave, the Board shall maintain the teacher's pension payments based upon his/her full salary.

## **Article XVII INSURANCE PROTECTION**

- A. The Board shall provide health-care insurance protection and shall pay the full premium for employees and their dependents under these plans. There shall be two plans offered to employees whose effective date of employment is prior to July 1, 2004: the current Traditional plan and a PPO health plan, with 80% out-of-network benefits. Employees enrolled in the Traditional plan as of June 30, 2007 will be grandfathered to that plan until June 30, 2008, or earlier if they so elect, whereupon they shall elect the PPO or POS plan. The Traditional plan will be eliminated effective June 30, 2008. Employees whose effective date of employment is on or after July 1, 2004 shall be provided a POS health plan, with 70% out-of-network benefits until tenured or after 3 years as a leave replacement, whereupon they shall elect to remain with the POS plan or change to the PPO plan. During periods of open enrollment, employees eligible for coverage in the PPO plan may elect coverage in the POS plan. All insurance plans shall be structured in compliance with the Mental Health Parity Act. Deductible for the Traditional plan shall be \$300/400, for the PPO plan \$200/\$300, and for the POS plan \$100/\$250. Co-pay for the PPO plan shall be \$15 during the period July 1, 2007 – December 31, 2007, and shall be \$10 during the period January 1, 2008 – June 30, 2010. Co-pay for the POS plan shall be \$5 for the entire duration of this contract.
- B. The Board shall provide a dental benefit insurance plan for enrolled employees and dependents. The Board shall pay the premium at the rate in effect on June 30, 1998. Any increase in the premium above that amount shall be deducted from the employee's salary in accordance with the provisions of Article XIX. The Dental Plan will provide a maximum allowance of \$2000 annually.
- C. The Board shall provide a vision plan for enrolled employees and dependents. The cost of the premiums shall be covered by the employee.
- D. The Board shall provide an Employee Assistance Plan at no cost to the employee.
- E. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing July first and ending June thirtieth; when necessary, premiums on behalf of the employee shall be made retroactively or prospectively to insure uninterrupted participation and coverage.

- F. The Board shall provide to each employee a description of the healthcare insurance coverage provided under this article; this shall include a clear description of conditions and limits of coverage.
- G. At any time, insurance carriers may be changed but only by mutual agreement of the Board of Education and the BTEA.
- H. Major Medical Insurance Coverage for Retirees: The following conditions apply to any employee electing Major Medical Insurance coverage as a retiree:
  - 1. The total annual premium cost of the major medical insurance must be paid in full to the Board Secretary by the retired employee, in accordance with the insurance company requirements. Further, any premium increase occurring either during a contract year or in subsequent contract years must be paid by the retired employee.
  - 2. The retiree must remain continually enrolled in the major medical plan. If the retiree does not remain enrolled because of failure to pay the premium or for other cause, the retiree is not eligible to reinstate the program.
  - 3. Retired employees may belong to the major medical plan only until such time as they become eligible to participate in another major medical plan through their spouse or other employment.

## **Article XVIII SALARIES**

- A. The salaries of all employees covered by this Agreement are set forth in Schedules A through L which are attached hereto and made a part hereof.
- B.
  - 1. Employees on a twelve-month basis shall be paid in twenty-four semi-monthly installments.
  - 2. Employees on a ten-month basis, including Instructional Aides and School Aides, shall be paid in twenty equal semi-monthly installments.
  - 3. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
  - 4. Employees shall receive their final checks and the pay schedule for the following year on the last working day in June. Final pay will only be released if all duties have been completed.
  - 5. Any employee who is employed to serve on less than a full-time basis shall be paid on a pro-rated share of the basic full-time salary of the position for which said employee is engaged.
  - 6. Any employee who recruits a certificated employee who remains in the district a minimum of 3 years will receive a one time payment of \$1,000.
- C. An employment or adjustment increment may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:
  - 1. No increment or part thereof shall be withheld unless a teacher has been evaluated in accordance with Article IX, Teacher Evaluation and Personnel Records, of this Agreement.
  - 2. The immediate supervisor and/or Principal shall not forward any recommendation to withhold a teacher's increment or a part thereof through the Superintendent to the Board unless at least sixty

(60) calendar days prior thereto, and in no case later than June 30 of the preceding school year in which such action would take effect, the Principal has given to the teacher against whom the recommendation will be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.

3. Once a recommendation is forwarded to the teacher and the Board, the teacher may within ten (10) school days request a hearing.

### **Article XIX DEDUCTIONS FROM SALARY**

- A. The Board agrees to deduct from the salaries of its employees dues for the Bernards Township Education Association, Somerset County Education Association, the New Jersey Education Association, and the National Education Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education.
- B. Said monies and pertinent documentation shall be transmitted directly to NJEA for disbursement to the appropriate associations by the 15th of the month of the current pay period. The Association Membership Chairperson shall keep membership records up to date and shall convey the information to the Board Office.
- C. Employees may individually elect to have a percentage of their monthly salary deducted from their pay. These deductions shall be transferred to the credit union. To be eligible for this "Summer Payment Plan," employees must be members of the credit union. Arrangements must be made with the Board Secretary by June 30 prior to the affected school year. This program will be the only "Summer Payment Plan" offered by the district.
- D. Employees may individually elect to have a designated sum of money deducted from their pay for a tax-sheltered annuity. These funds shall be paid by the Board Secretary to the carrier of the plan designated by the Association, provided that a minimum of five persons elect to participate and the plan is administered in accordance with Internal Revenue Service Guidelines.
- E. Employees may individually elect to have a designated sum of money deducted from their pay for a Prudential Insurance Company plan. These funds shall be paid by the Board Secretary to the carrier.
- F. All monies deducted voluntarily for deposit in the credit and/or tax-sheltered annuity shall be deposited promptly by the close of the pay period.
- G. Employees may elect to have a sum of money deducted from their pay for continued dental insurance coverage as set forth in Article XVII.

### **Article XX MEDIA SPECIALIST**

If media specialists are employed for the month of July or August, they shall be compensated at one-tenth of their annual base salary.

### **Article XXI GUIDANCE COUNSELORS**

The ten-month contract for the Guidance Counselor(s) shall be of the same duration as that of the teachers plus ten additional days which shall be worked, as specified by the Building Principal in

consultation with the Director of Guidance. For this work counselors shall be paid a salary differential of 5%, the total payment, base and differential, to be listed as one figure on the contract and to be paid in 20 equal payments. Compensatory time shall be provided for attendance at evening assignments/meetings, excluding the two mandatory evening assignments referenced in Article V, A, 5.

## **Article XXII NON-CERTIFIED STAFF**

No later than the end of the month of September, the Superintendent of Schools will issue a memorandum notifying non-certified personnel of the name and title of their immediate supervisor for the purpose of supervision, evaluation and the processing of grievances. Employees covered under this provision shall be evaluated in accordance with Board policy.

## **Article XXIII SCHOOL AIDES**

A. Salaries and hours of work

1. The salaries of all employees in this category are set forth in Schedule G.
2. All hours over 40 hours in any week shall be paid at the rate of one and one half (1-1/2) times the regular salary, except that hours worked on Sundays and holidays shall be paid at the rate of two (2) times the regular salary.
3. The Board retains the right to hire personnel at hourly rates for full-time or part-time duties; however, such employment arrangements shall not exceed twenty consecutive working days, after which the employee must either be placed on the contractual guide or paid the hourly rates equivalent to the contract guide. The Board also retains the right to hire students for part-time duties at rates below contractual guide, but agrees to consult with the Association through its President prior to any such planned use.

B. Sick Leave/Temporary Leaves of Absence

All employees covered by this Agreement shall be entitled to the same sick leave, including sick leave reimbursement. They will have ten (10) sick days a year and the same temporary leave of absence policies as apply to the professional staff. For definition of full and half day absences reference Article XIV, E.

C. Insurance Protection

All employees covered by this Agreement shall be entitled to the same insurance protection policies as apply to the professional staff.

D. Notice of Termination of Services

Notice of termination of contract shall be given in writing by either the Board or the employee not less than thirty (30) days before said termination.

E. When employees in this category are scheduled to participate during working hours in conferences and/or meetings respecting this Agreement, they shall suffer no loss in pay providing permission of the Building Principal or Supervisor has been obtained, for such participation.

F. The Board shall notify all employees in this category by May 30 concerning their re-employment.

## **Article XXIV SECRETARIES**

A. Salaries and hours of work:

1. The salaries of all employees in this category are set forth in Schedule F.
2. The regular work week shall be 40 hours, including a one hour lunch period. The regular work year is 12 months.
3. The work schedule shall be agreed upon by the Building Principal or Supervisor and the employee(s).
4. Employees required to work beyond 40 hours in one week exclusive of their lunch hours shall be paid at one and one half (1-1/2) times the contractual rate.

B. Sick Leave-Temporary Leaves of Absence

All employees covered by this Agreement shall be entitled to the same sick leave, including sick leave reimbursement and temporary leave of absence policies as apply to the professional staff. For definition of full and half day absences reference Article XIV, E.

C. Insurance Protection

All employees covered by this Agreement shall be entitled to the same insurance protection policies as apply to the professional staff.

D. Notice of Termination of Services

Notice of termination of contract shall be given in writing by either the Board or the employee not less than thirty (30) days before said termination.

- E. When employees in this category are scheduled to participate during working hour in conferences and/or meetings respecting this Agreement, they shall suffer no loss in pay, providing permission of Building Principal or Supervisor has been obtained for such participation.

F. Vacation Schedule

Secretarial personnel shall have days off to coincide with the school calendar. Secretaries shall have vacation days equal to one half the number of workdays in the months of July and August. Vacation days are prorated based on length of employment during the current school year. Vacation days may be taken at any time during the year with prior approval of the immediate supervisor. With approval of the Building Principal or Supervisor, the employee may elect to work during one of the school vacation weeks and add this week to vacation time during that year. Vacation days are not cumulative and must be used within the year they are earned.

G. Classification/Promotion

If there is a change of classification during the contract year, the employee will be paid the salary corresponding to the new classification for whatever remains of the contract year.

- H. The Board shall notify all employees in this category by May 30 concerning their re-employment.

**Article XXV**  
**INSTRUCTIONAL AIDES**

A. Salaries and hours of work:

1. The salaries of all employees in this category are set forth in Schedule H.
2. As hourly employees, the schedule for instructional aides shall be assigned in accordance with the needs of the particular program. Employees working longer than four hours daily, shall be entitled to a one hour lunch period. Aides working at least five hours per day will be entitled to receive health benefits. The lunch period does not apply to computation for benefits qualification.
3. The work schedule shall be agreed upon by the Building Principal or Supervisor and the employee(s).
4. Employees required to work beyond 40 hours in one week exclusive of their lunch hours shall be paid at one and one-half 1-1/2) times the contractual rate.

B. Sick Leave-Temporary Leaves of Absence

All employees covered by this Agreement shall be entitled to the same sick leave, including sick leave reimbursement and temporary leave of absence policies as apply to the professional staff. For definition of full and half day absences reference Article XIV, E.

C. Insurance Protection

All employees covered by this Agreement shall be entitled to the same insurance protection policies as apply to the professional staff.

D. Notice of Termination of Services

Notice of termination of contract shall be given in writing by either the Board or the employee not less than thirty (30) days before said termination.

- E. When employees in this category are scheduled to participate during working hours in conferences and/or meetings respecting this Agreement, they shall suffer no loss in pay, providing permission of Building Principal or Supervisor has been obtained for such participation.

F. Classification/Promotion

If there is a change of classification during the contract year, the employee will be paid the salary corresponding to the new classification for whatever remains of the contract year.

- G. Any employee in this category required to attain a Commercial Driver's License (CDL) for continued employment, shall have all costs paid in advance by the Board of Education. The stipend for completion of duties requiring the CDL shall be per Schedule H.

- H. The Board shall notify all employees in this category by May 30 concerning their re-employment.

**Article XXVI**  
**TERMS AND RATIFICATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2007, and shall continue in effect through June 30, 2007, subject to the Association's right to negotiate salaries and fringe benefits annually as provided in Article II and subject to the Association's right to negotiate 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 unless extended by mutual agreement.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon on this 1st day of July, 2007

BERNARDS TOWNSHIP  
EDUCATION ASSOCIATION

BERNARDS TOWNSHIP  
BOARD OF EDUCATION

By \_\_\_\_\_

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

By \_\_\_\_\_  
Co-Presidents

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

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

**BERNARDS TOWNSHIP  
2007-2008  
SCHEDULE A  
Salary Guide:  
Professional Staff and  
Certified (Degreed) School Nurses**

Step	B.A.	B.A.+	M.A.	M.A.+
1	41,746	44,668	47,089	50,763
2	42,581	45,562	48,031	51,778
3	43,433	46,473	48,992	52,814
4	44,301	47,402	49,972	53,870
5	45,187	48,350	50,971	54,948
6	46,091	49,317	51,991	56,047
7	47,013	50,304	53,030	57,168
8	47,953	51,310	54,091	58,311
9	48,912	52,336	55,173	59,477
10	49,890	53,383	56,276	60,667
11	51,212	54,797	57,768	62,274
12	52,570	56,249	59,298	63,925
13	53,963	57,740	60,870	65,619
14	55,657	59,553	62,781	67,679
15	57,405	61,423	64,753	69,804
16	59,207	63,352	66,786	71,996
17	61,066	65,341	68,883	74,257
18	62,984	67,393	71,225	76,781
19	64,962	69,509	73,860	81,004
20	70,158	75,070	79,344	86,594
21	76,823	82,201	86,643	92,569

Note:

- A. Beginning July 1, 2001 all employees formerly frozen at Step 10 BA shall be placed on Step 11 for the 2001-02 school year and thereafter, progress annually on the guide.
- B. Doctoral Degree stipend - \$1000

**BERNARDS TOWNSHIP  
2008-2009  
SCHEDULE A  
Salary Guide:  
Professional Staff and  
Certified (Degreed) School Nurses**

<b>Step</b>	<b>B.A.</b>	<b>B.A.+</b>	<b>M.A.</b>	<b>M.A.+</b>
1	42,990	45,999	48,493	52,276
2	43,833	46,901	49,443	53,301
3	44,692	47,820	50,412	54,345
4	45,568	48,758	51,401	55,411
5	46,461	49,713	52,408	56,497
6	47,372	50,688	53,435	57,604
7	48,300	51,681	54,483	58,733
8	49,247	52,694	55,550	59,884
9	50,212	53,727	56,639	61,058
10	51,196	54,780	57,749	62,255
11	52,425	56,095	59,135	63,749
12	53,683	57,441	60,555	65,279
13	54,971	58,819	62,008	66,845
14	56,670	60,637	63,924	68,911
15	58,421	62,511	65,899	71,040
16	60,226	64,442	67,935	73,235
17	62,087	66,434	70,035	75,498
18	64,006	68,486	72,416	78,065
19	65,984	70,603	75,095	82,359
20	71,262	76,251	80,670	88,206
21	78,317	83,800	88,326	94,469

Note:

- A. Beginning July 1, 2001 all employees formerly frozen at Step 10 BA shall be placed on Step 11 for the 2001-02 school year and thereafter, progress annually on the guide.
- B. Doctoral Degree stipend - \$1000

**BERNARDS TOWNSHIP**  
**2009-20010**  
**SCHEDULE A**  
**Salary Guide:**  
**Professional Staff and**  
**Certified (Degreed) School Nurses**

<b>Step</b>	<b>B.A.</b>	<b>B.A.+</b>	<b>M.A.</b>	<b>M.A.+</b>
1	44,232	47,328	49,893	53,786
2	45,094	48,251	50,866	54,834
3	45,973	49,192	51,858	55,904
4	46,870	50,151	52,869	56,994
5	47,784	51,129	53,900	58,105
6	48,716	52,126	54,951	59,238
7	49,666	53,142	56,023	60,393
8	50,634	54,178	57,115	61,571
9	51,621	55,235	58,229	62,772
10	52,628	56,312	59,364	63,996
11	53,812	57,579	60,700	65,436
12	55,023	58,875	62,066	66,908
13	56,261	60,199	63,462	68,413
14	57,921	61,975	65,334	70,431
15	59,629	63,803	67,262	72,509
16	61,388	65,686	69,246	74,648
17	63,199	67,623	71,289	76,850
18	65,064	69,618	73,713	79,463
19	66,983	71,672	76,440	83,834
20	72,342	77,406	82,115	89,870
21	79,865	85,456	90,080	96,340

Note:

- A. Beginning July 1, 2001 all employees formerly frozen at Step 10 BA shall be placed on Step 11 for the 2001-02 school year and thereafter, progress annually on the guide.
- B. Doctoral Degree stipend - \$1000

**SCHEDULE B**  
**Team and Elementary Grade Level Leaders**

	<b>M.S. Team Level Leaders</b>	<b>Elem. Grade Level Leaders</b>
2007-08	3,785	1,893
2008-09	3,956	1,978
2009-10	4,134	2,067

**SCHEDULE C  
Special Services**

Members of Special Services working in summer will be paid at the per diem rate of 1/180 of the annual base salary. Employees in this category whose effective date of employment is on or after July 1, 2004 shall be paid 1/200 of the annual base salary.

**SCHEDULE D  
Guidance Counselors' Salaries**

Ten-Month Contract: 1.05 times the proper step on the current Teacher Salary Guide

**SCHEDULE E  
Extra-Curricular Activities**

Head Football-Varsity	10,537	11,011	11,506
Assistant Football- Varsity	6,953	7,266	7,593
Head Freshman Football	6,953	7,266	7,593
Assistant Freshman Football	6,257	6,539	6,833
Head Basketball	9,479	9,906	10,351
Assistant Basketball	6,257	6,539	6,833
Freshman Basketball	6,257	6,539	6,833
Head Wrestling	9,479	9,906	10,351
Assistant Wrestling	6,257	6,539	6,833
Freshman Wrestling	6,257	6,539	6,833
Head Soccer	7,981	8,340	8,716
Assistant Soccer	5,271	5,508	5,756
Freshman Soccer	5,271	5,508	5,756
Head Track	7,981	8,340	8,716
Assistant Track	5,271	5,508	5,756
Head Baseball	7,981	8,340	8,716
Assistant Baseball	5,271	5,508	5,756
Freshman Baseball	5,271	5,508	5,756
Head Softball	7,981	8,340	8,716
Assistant Softball	5,271	5,508	5,756
Freshman Softball	5,271	5,508	5,756
Head Field Hockey	7,981	8,340	8,716
Assistant Field Hockey	5,271	5,508	5,756
Freshman Field Hockey	5,271	5,508	5,756
Head Indoor Winter Track	6,792	7,098	7,417
Assistant Indoor Winter Track	4,483	4,685	4,895
Head Ice Hockey	7,285	7,613	7,955
Assistant Ice Hockey	4,808	5,024	5,250
Head Lacrosse	7,981	8,340	8,716

Assistant Lacrosse	5,271	5,508	5,756
Freshman Lacrosse	5,271	5,508	5,756
Head Cross Country	6,792	7,098	7,417
Assistant Cross Country	4,483	4,685	4,895
Head Swim Team	6,792	7,098	7,417
Assistant Swim Team	4,483	4,685	4,895
Head Ski Team	5,271	5,508	5,756
Golf	5,271	5,508	5,756
Head Tennis	5,271	5,508	5,756
Assistant Tennis	3,478	3,634	3,798
Head Fencing	5,271	5,508	5,756
Assistant Fencing	3,478	3,634	3,798
Head Volleyball	5,271	5,508	5,756
Assistant Volleyball	3,478	3,634	3,798
Freshman Volleyball	3,478	3,634	3,798
Gymnastics	5,271	5,508	5,756
Assistant Gymnastics	3,478	3,634	3,798
Equipment Manager	3,490	3,647	3,811
Intramurals season/ per day	539	563	589
Head Cheerleader Advisor, Fall	4,063	4,246	4,437
Assistant Cheerleader Advisor, Fall	2,682	2,802	2,928
Freshman Cheerleader Advisor, Fall	2,682	2,802	2,928
Head Cheerleader Advisor, Winter	2,709	2,831	2,958
Assistant Cheerleader Advisor, Winter	1,761	1,840	1,923
Competitive Cheerleader	2,682	2,802	2,928
Intramurals season/ per day	539	563	589
Fall Fitness Center	539	563	589
Winter Fitness Center	539	563	589
Spring Fitness Center	539	563	589
Summer Fitness Center	539	563	589
Fall Site Manager	2,438	2,548	2,662
Winter Site Manager	3,250	3,397	3,550
Spring Site Manager	2,438	2,548	2,662
Athletic Health Support limit per season	90hrs	90hrs	90hrs

Cocurricular

Drama Club Fall	2,450	2,560	2,675
Drama Club Spring	2,450	2,560	2,675
Marching Band Producer	4,491	4,693	4,904
Assistant Marching Band	3,057	3,194	3,338
Pep Band	1,828	1,911	1,997
Jazz Band	1,828	1,911	1,997
Musical Director	3,811	3,983	4,162
Assistant Musical- Choral	3,143	3,285	3,433
Assistant Musical- Producer	3,143	3,285	3,433
Assistant Musical- Technical	3,143	3,285	3,433
Auditorium Sound / Lighting Manager	3,029	3,165	3,307
Yearbook	4,421	4,619	4,827
Newspaper	3,110	3,249	3,396
Literary Magazine	3,321	3,470	3,626
Prom Advisor	1,585	1,656	1,730
Student Council	2,715	2,838	2,965
National Honor Society	1,920	2,007	2,097
Ridge Service Organization	1,070	1,118	1,168
Class Advisor-Senior	1,585	1,656	1,730
Class Advisor-Junior	1,585	1,656	1,730
Class Advisor-Sophomore	1,190	1,244	1,300
Class Advisor-Freshman	1,190	1,244	1,300
Detention- year/per day	1,219	1,274	1,331
Detention-weekend/per hour	54	57	59
Academic League	2,575	2,690	2,812
Academic Decathlon	3,111	3,251	3,397
AFS	1,921	2,007	2,098
Science League Advisor	2,575	2,690	2,812
Forensic Advisor-CFL	2,291	2,394	2,502
Assistant Forensic Advisor-CFL	1,489	1,556	1,626
Forensic Advisor-NFL	2,291	2,394	2,502
Assistant Forensic Advisor-NFL	1,489	1,556	1,626
Forensic Advisor-National Circuit	2,291	2,394	2,502
Assistant Forensic Advisor-National Circuit	1,489	1,556	1,626
Model UN/Congress	1,920	2,007	2,097
Art Club	1,038	1,085	1,133

Latin Club	1,038	1,085	1,133
French Club	1,038	1,085	1,133
Japan Club	1,038	1,085	1,133
Spanish Club	1,038	1,085	1,133
Chess Club	1,038	1,085	1,133
Green Team Club	1,038	1,085	1,133
Asian Club	1,038	1,085	1,133
Operation Smile Club	1,038	1,085	1,133
Open Mind Club	1,038	1,085	1,133
Key Club	1,038	1,085	1,133
Robotics Club	1,038	1,085	1,133
Activities Supervisor per hour	25	26	27
Ski Club	1	1	1
Peer Leadership	2,075	2,168	2,265
SAT Review	2,634	2,752	2,876
Project Adventures Leaders Club	1,038	1,085	1,133
Video Production Advisor	5,271	5,508	5,756
9th Grade Transition Advisor	627	655	685
Support			
Technology Specialist	4,063	4,246	4,437
Right-To-Know	1,514	1,582	1,653
Lighting Supervisor per hour	34	35	37
Webmaster	3,600	3,762	3,931
Audio Visual	2,774	2,899	3,029
William Annin School			
Athletic			
Interscholastic Athletic Coordinator	6,902	7,212	7,537
Intramural Coordinator	6,902	7,212	7,537
Intramurals season/ per day	539	563	589
Cocurricular			
Musical Director	3,811	3,983	4,162
Assistant Musical	3,143	3,285	3,433
Student Production Lighting Manager	1,514	1,582	1,653

Jazz Band	1,461	1,527	1,596
Wind Ensemble	1,461	1,527	1,596
Select Choir	1,461	1,527	1,596
Orchestra	1,461	1,527	1,596
Yearbook	3,321	3,470	3,626
Newspaper	2,078	2,171	2,269
Student Council	2,715	2,838	2,965
6th Grade Activity	2,715	2,838	2,965
8th Grade Excursion	2,075	2,168	2,265
6th Grade Homework Club	2,075	2,168	2,266
7th Grade Homework Club	2,075	2,168	2,266
8th Grade Homework Club	2,075	2,168	2,266
Detention - year /per day	1,219	1,274	1,331
Detention-weekend/per hour	54	57	59
Art Club	1,038	1,085	1,133
Latin Club	1,038	1,085	1,134
French Club	1,038	1,085	1,134
Spanish Club	1,038	1,085	1,134
Computer Web Club	1,038	1,085	1,134
Chess Club	1,038	1,085	1,134
Ski Club	1	1	1
Peer Leadership	2,075	2,168	2,265
Destination Imagination	1,037	1,084	1,133
Support		0	
Technology Specialist	4,063	4,246	4,437
Lighting Supervisor per hour	34	35	37
Webmaster	3,600	3,762	3,931
Audio Visual	2,774	2,899	3,029
Elementary			
Athletics			
Intramurals season/ per day	539	563	589
Intramural Coordinator	2,157	2,254	2,355

Cocurricular

PUSH	947	989	1,034
Enrichment Directors	3,785	3,956	4,134
Enrichment Teachers	757	791	827
Destination Imagination(2)	1,037	1,084	1,133
A.M. Proctor	1,038	1,085	1,133
Math League			
Support			
Technology Specialist	4,063	4,246	4,437
Webmaster	3,600	3,762	3,931
Elementary A.M. Proctor	1,037	1,084	1,133
Audio Visual	2,774	2,899	3,029

Longevity

1-4 years	0 point			
5-9 years	1 point	181	190	198
10-14 years	2 points	366	382	399
15-19 years	3 points	547	572	598
20+ years	4 points	730	763	797

**Note:**

- A. The Longevity Provision is applicable only to those positions funded by the Board of Education.
- B. Notice of termination of services shall be given in writing by either the Board or the employee not less than ten (10) days before said termination.

**BERNARDS TOWNSHIP - SCHEDULE F  
Secretaries**

07-08		08-09		09-10	
1	32373	1	33830	1	35352
2	32859	2	34337	2	35883
3	33352	3	34853	3	36421
4	33852	4	35376	4	36968
5	34360	5	35906	5	37522
6	34875	6	36444	6	38084
7	35398	7	36991	7	38655
4	33852	4	35376	4	36968
5	34360	5	35906	5	37522
6	34875	6	36444	6	38084
7	35398	7	36991	7	38655
8	35929	8	37546	8	39236
9	42936	9	44868	9	46887

**Note:**

- A. Secretaries shall have the options of completing the following skills tests to qualify for proficiency base salary adjustments of \$350 for the first three tests and \$500 for the remaining three tests.  
Excel/Word/Cognos/Power Point/Access/Publisher
- B. The Superintendent has the sole discretion to place new employees any place on the guide.
- C. Substitute Acquisition Clerk: Add to appropriate step.

2007-08	6,200	2008-09	6,479	2009-10	6,771
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**BERNARDS TOWNSHIP - SCHEDULE G  
School Aides**

2007-08	19.36	2008-09	20.23	2009-10	21.14
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The Board shall notify School Aides by May 30 concerning their reemployment for the following September.

**BERNARDS TOWNSHIP - SCHEDULE H  
Instructional aides**

2007-08		2008-09		2009-10	
1	21.15	1	22.10	1	23.10
2	21.79	2	22.77	2	23.79
3	22.43	3	23.44	3	24.50
4	23.12	4	24.16	4	25.24
5	23.81	5	24.88	5	26.00

**BERNARDS TOWNSHIP - SCHEDULE I  
Bedside Instruction**

2007-08	68.97
2008-09	72.07
2009-10	75.32

**BERNARDS TOWNSHIP - SCHEDULE J  
Summer Curriculum**

All summer curriculum work( or similar projects) will be specifically defined( nature and duration ) and posted by May 15. Payment will be at the rate of \$150.00 per diem(5hours per day)

**BERNARDS TOWNSHIP - SCHEDULE K  
Travel/Substitute Class Coverage**

The rate of compensation for:

- 1) Travel incurred as part of instructional assignment, approved conferences, etc., shall be reimbursed at current IRS rate per mile.
- 2) Substitute class coverage shall be paid \$15.00 per class.

**BERNARDS TOWNSHIP - SCHEDULE L  
Sick Leave Reimbursement**

Sick Leave Reimbursement at retirement shall be at the rate of \$25.00 per day, with a maximum of \$5,000. The terms of said reimbursement are defined in Article XIII.

**BERNARDS TOWNSHIP - SCHEDULE M  
Teachers of the Autistic**

Teachers of the Autistic whose effective date of employment is on or after July 1, 2004 shall work an extended school year and shall be paid at the per diem rate of 1/200 of the annual base salary. Teachers who are required to work the extended school year will receive two additional sick days. Teachers whose effective date of employment is prior to July 1, 2004 may choose to teach the extended school year and shall be paid at the same rate of 1/200 of the annual base salary.

