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PREAMBLE

This agreement is entered into this 1st day of July, 2004 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

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 calendar 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 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 continu-

ously 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 non-academic 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.

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. 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 de-

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, 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: 1 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. 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).
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 ei-

ther 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 whose effective date of employment is on or after July 1, 2004 shall be provided a POS network benefits until tenured or after 3 years as Maternity Leave Replacement. All insurance plans shall be structured in compliance with the Mental Health Parity Act.
Deductible for Traditional Plan shall be \$300/\$400
Co-pay for PPO Plan shall be \$15
Co-pay for POS Plan shall be \$5.
- 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 health-care 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.
- 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, 2004, 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, 2004
BERNARDS TOWNSHIP **BERNARDS TOWNSHIP**
EDUCATION ASSOCIATION **BOARD OF EDUCATION**

By James F. Cahill

By Rosalie M. Saptor
Co-Presidents

By Louis P. Carlucci
President

By Linda Selfield
Secretary

By John T. Munnigh
Secretary

**BERNARDS TOWNSHIP
2004-2005
SCHEDULE A
Salary Guide:
Professional Staff and
Certified (Degreed) School Nurses**

Step	B.A.	B.A.+	M.A.	M.A.+
1	38,542	41,240	43,475	46,867
2	39,313	42,065	44,345	47,804
3	40,099	42,906	45,232	48,760
4	40,901	43,764	46,136	49,736
5	41,719	44,639	47,059	50,730
6	42,553	45,532	48,000	51,745
7	43,404	46,443	48,960	52,780
8	44,272	47,372	49,939	53,835
9	45,158	48,319	50,938	54,912
10	46,061	49,285	51,957	56,010
11	47,489	50,813	53,568	57,747
12	48,961	52,388	55,228	59,537
13	50,479	54,012	56,940	61,382
14	52,069	55,714	58,734	63,316
15	53,709	57,469	60,584	65,310
16	55,401	59,279	62,492	67,368
17	57,146	61,146	64,461	69,490
18	58,946	63,073	66,653	71,852
19	60,803	65,059	69,119	75,804
20	65,667	70,264	74,250	80,807
21	71,577	76,588	80,561	86,141

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
2005-2006
SCHEDULE A
Salary Guide:
Professional Staff and
Certified (Degreed) School Nurses**

Step	B.A.	B.A.+	M.A.	M.A.+
1	39,496	42,261	44,552	48,028
2	40,286	43,106	45,443	48,988
3	41,092	43,969	46,352	49,968
4	41,914	44,848	47,279	50,967
5	42,752	45,745	48,225	51,987
6	43,607	46,660	49,189	53,026
7	44,479	47,593	50,173	54,087
8	45,369	48,545	51,176	55,169
9	46,276	49,516	52,200	56,272
10	47,202	50,506	53,244	57,398
11	48,665	52,072	54,894	59,177
12	50,174	53,686	56,596	61,011
13	51,729	55,350	58,351	62,903
14	53,359	57,094	60,189	64,884
15	55,039	58,892	62,085	66,928
16	56,773	60,747	64,040	69,036
17	58,562	62,661	66,057	71,211
18	60,406	64,635	68,303	73,632
19	62,309	66,671	70,831	77,682
20	67,294	72,004	76,089	82,809
21	73,350	78,485	82,557	88,274

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
2006-2007
SCHEDULE A
Salary Guide:
Professional Staff and
Certified (Degreed) School Nurses**

Step	B.A.	B.A.+	M.A.	M.A.+
1	40,587	43,428	45,782	49,353
2	41,398	44,296	46,697	50,340
3	42,226	45,182	47,631	51,347
4	43,071	46,086	48,584	52,374
5	43,932	47,008	49,556	53,422
6	44,811	47,948	50,547	54,490
7	45,707	48,907	51,558	55,580
8	46,621	49,885	52,589	56,692
9	47,554	50,883	53,641	57,825
10	48,505	51,900	54,713	58,982
11	50,008	53,509	56,410	60,810
12	51,559	55,168	58,158	62,695
13	53,157	56,878	59,961	64,639
14	54,832	58,670	61,850	66,675
15	56,559	60,518	63,798	68,775
16	58,340	62,424	65,808	70,942
17	60,178	64,390	67,881	73,176
18	62,074	66,419	70,189	75,664
19	64,029	68,511	72,786	79,826
20	69,151	73,992	78,189	85,095
21	75,375	80,651	84,835	90,711

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

	M.S. Team Level Leaders	Elem. Grade Level Leaders
2004-05	3,304	1,652
2005-06	3,456	1,728
2006-07	3,622	1,811

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

<u>Ridge High School</u>	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
<u>Athletic</u>			
Head Football-Varsity	9,198	9,621	10,083
Assistant Football- Varsity	6,070	6,349	6,654
Head Freshman Football	6,070	6,349	6,654
Assistant Freshman Football	5,462	5,713	5,988
Head Basketball	8,275	8,655	9,071
Assistant Basketball	5,462	5,713	5,988
Freshman Basketball	5,462	5,713	5,988
Head Wrestling	8,275	8,655	9,071
Assistant Wrestling	5,462	5,713	5,988
Freshman Wrestling	5,462	5,713	5,988
Head Soccer	6,967	7,288	7,637
Assistant Soccer	4,601	4,813	5,044
Freshman Soccer	4,601	4,813	5,044
Head Track	6,967	7,288	7,637
Assistant Track	4,601	4,813	5,044
Head Baseball	6,967	7,288	7,637
Assistant Baseball	4,601	4,813	5,044
Freshman Baseball	4,601	4,813	5,044
Head Softball	6,967	7,288	7,637
Assistant Softball	4,601	4,813	5,044
Freshman Softball	4,601	4,813	5,044
Head Field Hockey	6,967	7,288	7,637
Assistant Field Hockey	4,601	4,813	5,044
Freshman Field Hockey	4,601	4,813	5,044

	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
Head Indoor Winter Track	5,929	6,202	6,500
Assistant Indoor Winter Track	3,913	4,093	4,290
Head Ice Hockey	6,359	6,652	6,971
Assistant Ice Hockey	4,197	4,390	4,601
Head Lacrosse	6,967	7,288	7,637
Assistant Lacrosse	4,601	4,813	5,044
Freshman Lacrosse	4,601	4,813	5,044
Head Cross Country	5,929	6,202	6,500
Assistant Cross Country	3,913	4,093	4,290
Head Swim Team	5,929	6,202	6,500
Assistant Swim Team	3,913	4,093	4,290
Head Ski Team	4,601	4,813	5,044
Golf	4,601	4,813	5,044
Head Tennis	4,601	4,813	5,044
Assistant Tennis	3,036	3,176	3,328
Head Fencing	4,601	4,813	5,044
Assistant Fencing	3,037	3,176	3,329
Equipment Manager	3,047	3,187	3,340
Intramurals season/ per day	471	492	516
Head Cheerleader Advisor, Fall	3,547	3,710	3,888
Assistant Cheerleader Advisor, Fall	2,341	2,449	2,566
Freshman Cheerleader Advisor, Fall	2,341	2,449	2,566
Head Cheerleader Advisor, Winter	2,365	2,473	2,592
Assistant Cheerleader Advisor, Winter	1,537	1,608	1,685
Fall Fitness Center	471	492	516
Winter Fitness Center	471	492	516
Spring Fitness Center	471	492	516
Summer Fitness Center	471	492	516
Fall Site Manager	2,128	2,226	2,333
Winter Site Manager	2,837	2,968	3,110
Spring Site Manager	2,128	2,226	2,333
Athletic Health Support limit per season	70 hrs.	70 hrs.	70 hrs.

Cocurricular

Drama Club Fall	2,139	2,237	2,344
Drama Club Spring	2,139	2,238	2,345
Marching Band Producer	3,920	4,101	4,298
Assistant Marching Band(2)	2,668	2,791	2,925
Jazz Band	1,596	1,669	1,750
Musical Director	3,327	3,480	3,647
Assistant Musical- Choral	2,744	2,870	3,008
Assistant Musical- Producer	2,744	2,870	3,008
Assistant Musical- Technical	2,744	2,870	3,008
Auditorium Sound / Lighting Manager	2,644	2,765	2,898
Yearbook(2)	3,859	4,036	4,230
Newspaper	2,714	2,839	2,976
Literary Magazine	2,899	3,032	3,178
Prom Advisor	1,383	1,447	1,516
Student Council	2,370	2,479	2,599
National Honor Society(2)	1,676	1,754	1,838

	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
Ridge Service Organization	934	977	1,024
Class Advisor-Senior	1,383	1,447	1,516
Class Advisor-Junior	1,383	1,447	1,516
Class Advisor-Sophomore	1,039	1,087	1,139
Class Advisor-Freshman	1,039	1,087	1,139
Detention- year / per day	1,064	1,113	1,166
Detention-weekend / per hour	47	49	52
Academic League	2,248	2,351	2,464
Academic Decathlon	2,716	2,841	2,977
Science League Advisor	2,248	2,351	2,464
Forensic Advisor-CFL	2,000	2,092	2,192
Assistant Forensic Advisor-CFL	1,300	1,360	1,425
Forensic Advisor-NFL	2,000	2,092	2,192
Assistant Forensic Advisor-NFL	1,300	1,360	1,425
Forensic Advisor-National Circuit	2,000	2,092	2,192
Assistant Forensic Advisor-National Circuit	1,300	1,360	1,425
Model UN / Congress	1,676	1,754	1,838
AFS Advisor	1,676	1,754	1,838
Art Club	906	948	993
Latin Club	906	948	993
French Club	906	948	993
Japan Club	906	948	993
Spanish Club	906	948	993
Chess Club	906	948	993
Green Team Club	906	948	993
Asian Club	906	948	993
Operation Smile Club	906	948	993
Open Mind Club	906	948	993
Robotics Club	906	948	993
Activities Supervisor per hour	22	23	24
Ski Club	1	1	1
Peer Leadership(2)	1,811	1,894	1,985
SAT Review	2,299	2,405	2,520
<u>Support</u>			
Technology Specialist	3,547	3,710	3,888
Right-To-Know	1,322	1,383	1,449
Lighting Supervisor per hour	30	31	32
Webmaster	2,421	2,533	2,654
Audio Visual	2,421	2,533	2,654
Video Production	4,601	4,813	5,044
<u>William Annin School</u>			
<u>Athletic</u>			
Intramural Coordinator	6,025	6,302	6,605
Intramurals season/ per day	471	492	516
<u>Cocurricular</u>			
Musical Director	3,327	3,480	3,647
Assistant Musical- Band	2,744	2,870	3,008
Assistant Musical- Choreographer	2,744	2,870	3,008

	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
Assistant Musical- Set Design	2,744	2,870	3,008
Student Production Lighting Manager	1,322	1,383	1,449
Jazz Band	1,276	1,334	1,398
Wind Ensemble	1,276	1,334	1,398
Select Choir	1,276	1,334	1,398
Orchestra	1,276	1,334	1,398
Yearbook	2,899	3,032	3,178
Newspaper	1,814	1,897	1,988
Student Council	2,370	2,479	2,599
6th Grade Activity	2,370	2,479	2,599
8th Grade Excursion(2)	1,811	1,895	1,985
6th Grade Homework Club	1,811	1,895	1,985
7th Grade Homework Club	1,811	1,895	1,985
8th Grade Homework Club	1,811	1,895	1,985
Detention - year / per day	1,064	1,113	1,166
Detention-weekend / per hour	47	49	52
Art Club	906	947	993
Latin Club	906	947	993
French Club	906	947	993
Spanish Club	906	947	993
Computer Web Club	906	947	993
Chess Club	906	947	993
Ski Club	1	1	1
Peer Leadership(8)	1,811	1,895	1,985
Destination Imagination	906	947	993

Support

Technology Specialist	3,547	3,710	3,888
Lighting Supervisor per hour	30	31	32
Webmaster	2,421	2,533	2,654
Audio Visual	2,421	2,533	2,654

Elementary

Athletics

Intramurals season/ per day	471	492	516
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Cocurricular

PUSH(2)	826	864	906
Enrichment Directors(4)	3,304	3,456	3,622
Enrichment Teachers	661	691	724
Destination Imagination(2)	906	947	993
A.M. Proctor	906	948	993

Support

Technology Specialist(4)	3,547	3,710	3,888
Webmaster(4)	2,421	2,533	2,654
Elementary A.M. Proctor 2 per building	906	947	993
Audio Visual(4)	2,421	2,533	2,654

Longevity (Previous Years in District)

		<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
1-4 years	0 points			
5-9 years	1 point	158	166	174
10-14 years	2 points	319	334	350
15-19 years	3 points	478	500	524
20+ years	4 points	637	667	699

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

<u>04-05</u>		<u>05-06</u>		<u>06-07</u>	
1	28,260	1	29,560	1	30,979
2	28,684	2	30,004	2	31,444
3	29,115	3	30,454	3	31,916
4	29,552	4	30,911	4	32,395
5	29,995	5	31,374	5	32,880
6	30,444	6	31,844	6	33,373
7	30,901	7	32,322	7	33,874
8	31,365	8	32,807	8	34,382
9	37,481	9	39,205	9	41,087

Note:

- A. Secretaries shall have the option of completing the following skill tests to qualify for proficiency base salary adjustments of \$350 per skill, with a maximum of 4 adjustments per skill.

Excel / Word / Cognos / Power Point / Access

- B. The Superintendent has the sole discretion to place new employees any place on the guide.

- C. Substitute Acquisition Clerk: Add to appropriate step.

2004-05	5,412	2005-06	5,661	2006-07	5,933
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BERNARDS TOWNSHIP - SCHEDULE G

School Aides

2004-05	16.90	2005-06	17.67	2006-07	18.52
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The Board shall notify School Aides by May 30 concerning their re-employment for the following September.

BERNARDS TOWNSHIP - SCHEDULE H

Instructional Aides

	2004-05	2005-06	2006-07
1	18.47	19.31	20.24
2	19.02	19.89	20.85
3	19.58	20.48	21.47
4	20.18	21.11	22.12
5	20.79	21.74	22.78

Note:

A. Commercial Driver's License (CDL) - \$1000

BERNARDS TOWNSHIP - SCHEDULE I

Bedside Instruction

2004-05 60.00

2005-06 63.00

2006-07 66.00

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 (5 hours 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, workshops, 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 described in Article XIII (pg. 20).

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 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 per diem rate of 1/200 of the annual base salary.