

AGREEMENT

between

Berkeley Heights Township

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF BERKELEY HEIGHTS

and

THE BERKELEY HEIGHTS EDUCATION ASSOCIATION

JULY 1, 1988 through JUNE 30, 1991

BOARD OF EDUCATION

P. O. Box 147

Berkeley Heights, Union County

New Jersey 07022

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

NOV 28 1989

RUTGERS UNIVERSITY

TABLE OF CONTENTS

	Page
Preamble	1
Articles	
1. Recognition	2
2. Negotiation of Successor Agreement	3
3. Grievance Procedure	4
Definitions	4
General Provisions	4
Procedure	6
4. Employee Rights	11
5. Association Rights	13
6. Teacher Work Year	14
In-School Work Year Definition	14
Inclement Weather	14
School Calendar	14
7. Teacher Day	15
Check-in Check-out Procedure	16
Faculty Meetings	16
Teacher Substitutions	16
8. Work Schedule (Secretaries and library clerks)	17
Overtime (Secretaries)	17
Dispense medication	18
Attendance - Inclement weather	18
9. Work Stations (Secretarial)	19
10. Posting of Openings (Administrative-Supervisory)	20
Vacancies - Teaching positions	20
Notification of Assignments	20
Involuntary Transfers and Reassignments	21
11. Teacher Records	22
Teacher Observation and Evaluation	22
12. Secretary Evaluation	24
Open Evaluation	24
Copies of Evaluations--Conferences	24
Reports	25
13. Seniority for Secretaries and Library Clerks	27
Lay Off	27
Recall	27

Table of Contents (Continued)

	Page
Articles	
14. Absences	28
Sick Leave	28
Death	28
Marriage	29
Personal Business	29
Emergency	30
Professional Business	30
Temporary Leave	31
Maternity Child Care and Adoption Leaves of Absence	31
Accumulated Sick Leave - Period of Disability	32
Community Service Leave	32
Other Leaves	32
Notice of Intent to Return From Leave	33
15. Sabbatical Leave	34
Eligibility and Qualifications	34
Purpose of Sabbatical Leave	35
Length of Leave and Filing Date	35
Selection	36
Conditions of Leave	36
Reports	38
Termination of Leave	39
16. Professional Growth	41
Degree Program - Non-Degree Program	41
Reimbursement	42
Maximum Number of Credits	42
17. Salaries	43
Salary Schedule	43
Method of Payment for Teachers	43
Summer Payment Program	44
Payment for Extra Curricular Activities	44
Sick Leave Incentive Plan	44
Movement Across Salary Guide	45
Summer Work Compensation	45

Table of Contents (Continued)

	Page
Articles	
18. Insurance Coverage	47
Maximum Annual Contribution by the Board	47
19. Deductions	49
Representation Fee	50
20. Academic Freedom	54
21. Travel Expense	56
22. Council on Instruction	57
23. Staff Administration Liaison	59
24. Complaint Procedure	60
25. Miscellaneous Provisions	61
26. Continuation and Nonrenewal of Contract of Montanure Teaching Staff Members	62
Notification of Status	62
Appearance - Before Board	62
27. Fully Bargained Provisions	64
28. Board Rights and Responsibilities	65
29. Duration of Agreement	66
Teachers' Salary Guide for 1988-89	67
Teachers' Salary Guide for 1989-90	68
Teachers' Salary Guide for 1990-91	69
Secretaries & Clerks' Salary Guide for 1988-89	70
Secretaries & Clerks' Salary Guide for 1989-90	70
Secretaries & Clerks' Salary Guide for 1990-91	71
Payment for Supervision of Approved Extracurricular Activities	72

THIS AGREEMENT is made this 10th day of AUGUST, 1989, between the Board of Education of the Township of Berkeley Heights, New Jersey, hereinafter called the "Board," and the Berkeley Heights Education Association, hereinafter called the "Association."

WITNESSETH:

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

WHEREAS, the Board has an obligation, pursuant to N.J.S.A. 34:13A-1 et seq., 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 this Agreement, be it

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

ARTICLE 1
RECOGNITION

1.01 The Board recognizes the Berkeley Heights Education Association as the exclusive and sole negotiating agent for the following personnel: Classroom Teachers; Computer Teacher; Computer Coordinator; Nurses, Guidance Counsellors; Librarians, Social Workers; Learning Disabilities Specialists; Secretaries to the building Principals and Library Clerks. All personnel not specifically mentioned are excluded from the negotiating unit.

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

1.03 Unless otherwise indicated, the term "secretary," when used hereafter in this Agreement, shall refer to Secretaries to the building Principals and Library Clerks.

1.04 Unless otherwise indicated, the term "employee," when used hereafter in this Agreement, shall refer to all personnel as defined in Section 1.01 and to no others. References made to male employees shall include female employees and vice versa.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

2.01 The parties hereto agree that the items set forth herein shall not be considered to establish the extent of negotiable items for any future contracts, and the parties agree that future contracts will be negotiated within the spirit and intent of N.J.S.A. 34:13A-1 et seq. Such negotiations shall begin not later than 120 calendar days prior to the date the Board is required to submit its budget to the voters for approval.

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

ARTICLE 3
GRIEVANCE PROCEDURE

3.01 Definitions

a. A "grievance" is a claim by any employee or group of employees or the Association that there has been a violation, misinterpretation, or an inequitable application of this Agreement, policies or administrative procedures, affecting such employee or group of employees.

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

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

3.02 General Provisions

a. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the failure or refusal of the Board to renew a contract of a non-tenured employee.

b. The purpose of this grievance procedure is to secure at the lowest level possible equitable solutions to the problems which may from time to time arise affecting teachers.

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

d. Nothing herein contained shall be construed as

limiting the right of an employee having a complaint to discuss the matter informally with his immediate superior, school Principal, or Superintendent of Schools.

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

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

g. Any aggrieved person may be represented at any or all stages of the grievance procedure by himself, or at his option, by a representative of his choosing. When 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.

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

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

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

k. Grievance meetings will be held without causing loss of pay to employees.

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

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

3.03 Procedure

a. Level One: Principal or Immediate Supervisor

1. A grievance shall be discussed first with the Principal (or immediate superior) in an attempt to resolve the

matter informally at that level.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, the complaint may be set forth in writing to the Principal within 5 school days. The Principal shall communicate his decision to the employee in writing within 5 school days after receipt of the written complaint. If the matter is not resolved to the satisfaction of the employee, or if no decision has been rendered within 5 school days after the presentation in writing of the grievance, the employee may appeal to the Superintendent.

3. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within 5 school days after the presentation in writing of his grievance, he may file the grievance in writing with the Association within 5 school days after the decision at Level One, or 10 school days after the grievance was first presented, whichever is sooner. Within 5 school days after receiving the written grievance, the Association may refer it to the Superintendent of Schools.

b. Level Two: Superintendent

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

2. The Superintendent shall communicate his decision to the aggrieved person and the Association within 10

school days after his receipt of the appeal.

c. Level Three: Board of Education

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

2. Within 15 school days after receipt of the grievance, the Board, or a committee thereof, shall review the grievance and hold a hearing on the matter, if requested to do so by a party to the grievance.

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

d. Level Four: Arbitration

1. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within 30 calendar days after the grievance was submitted to the Board, he may, within 10 calendar days after a decision by the Board, or 40 calendar days after the grievance was submitted to the Board, whichever is sooner, request in writing that the Association submit his grievance to arbitration. Within 15 calendar days after receipt of a request by the aggrieved person,

the Association may submit the grievance to arbitration.

2. Within 10 calendar days after such written notice requesting arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association in the selection of an arbitrator.

3. The arbitrator so selected shall confer with the parties and hold hearings promptly and shall issue his decision not later than 30 calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be submitted to the parties. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which alters, adds to, or detracts from this Agreement. The decision of the arbitrator shall be advisory only, except that with respect to interpretation of this Agreement, the decision of the arbitrator shall be binding.

4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room

shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring same.

5. Selection of an arbitrator and the submission of any matter to arbitration shall not constitute a waiver by the Board of its right to pursue any remedy available to it under law or equity.

ARTICLE 4
EMPLOYEE RIGHTS

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

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

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

4.04 The Board, through the administration, will use diligent efforts to provide substitute teachers.

4.05 Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increment pertaining

thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.

ARTICLE 5
ASSOCIATION RIGHTS

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

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

5.03 The Association shall have the right to make reasonable use of school buildings for meetings at reasonable times during non-school hours, upon prior notice to and approval by the Superintendent. The Association shall bear any unusual custodial costs incurred in the Association's use of school buildings.

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

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

ARTICLE 6
TEACHER WORK YEAR

6.01 The in-school work year for teachers employed on a 10-month basis shall not exceed 185 days.

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

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

6.04 School Calendar. The school calendar shall be prepared by the Superintendent and submitted to the employees and the Association's President for their comments and suggestions prior to adoption of the calendar by the Board.

ARTICLE 7

TEACHER DAY

7.01 The usual teachers' work day shall be from 8:30 a.m. to 3:15 p.m., except on the day preceding the Christmas vacation, winter recess, spring recess and all holidays when the teachers' day shall end at the close of the students' day. In addition, from time to time it will be necessary for teachers to remain after the work day or to return in the evening to attend to their responsibilities with regard to students and staff meetings.

7.02 Teachers shall attend a Back-to-School Night as part of their responsibilities. On days which are scheduled for Back-to-School Nights, teachers shall be permitted to leave school at the close of the student day.

7.03 During each school year, the Board may schedule up to 4 evenings of 2 hours each for parent-teacher conferences. Such evenings shall not be scheduled on Fridays, nor shall any more than 2 evenings be scheduled during any given week. On the days on which evening conferences are scheduled, teachers shall be permitted to leave at the close of the student day. In the elementary schools, the conferences shall be scheduled, in advance, for a period of 15 minutes with 5 minutes between the end of one conference and the beginning of the next conference. In the junior high school, the conferences shall be scheduled, in advance, for a period of 10 minutes, and teaching staff members shall be scheduled one 10-minute break between hours. A teaching staff

member must only be in attendance during scheduled conferences.

7.04. Effective with the 1989-90 school year, all teachers in the elementary schools shall have within the structure of the in-school work day, as set forth in Section 7.01 above, a duty-free lunch period of at least 45 minutes and pupil contact time of 5 hours and 25 minutes daily. This pupil contact time shall be reduced by any preparation time received by the teacher.

7.05 All teachers in the junior high school shall have a duty-free lunch period of at least 30 minutes.

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

7.07 Faculty Meetings. There shall be no more than 25 professional staff meetings per school year. Some meetings are to be scheduled by the administration. The meetings will be scheduled to commence not more than 15 minutes after the end of the student day, and such meetings shall not last longer than 45 minutes without good cause.

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

ARTICLE 9
WORK SCHEDULE

8.01 Secretaries to building Principals shall be employed on a 12-month contract, shall be entitled to all school holidays, plus Independence Day and Labor Day, and shall be entitled to 5 weeks paid vacation. In all buildings with more than one secretary, vacations shall be scheduled so as to minimize, as far as practicable, the period when neither secretary is on duty. Consistent with the foregoing, as far as practicable, a secretary's vacation shall be scheduled during the summer recess in accordance with her request.

8.02 Library clerks shall have the same work year as teachers.

8.03 In all buildings with one secretary, the work day shall be from 8:15 a.m. to 3:45 p.m. In all buildings with more than one secretary, the work day shall be from 8:30 a.m. to 4:00 p.m. for one secretary, and from 8:00 a.m. to 3:30 p.m. for the other secretary. Each secretary shall have within her work day a 45-minute duty-free uninterrupted lunch. Secretaries shall be able to leave the buildings early on the days before holidays at the discretion of their Principals.

8.04 The work day for the Library clerk shall be from 8:30 a.m. to 3:30 p.m., with a 45-minute duty-free uninterrupted lunch.

8.05 Any overtime required of secretaries beyond the normal work week shall be compensated for at straight time, at the employee's option, in either cash or compensatory time for time

worked up to 40 hours per week. Hours worked in excess of 40 in a week shall be compensated for at the rate of time and one-half, at the employee's option, in either cash or compensatory time. An employee may not accrue more than 240 hours of compensatory time. Compensatory time is to be taken at any time upon at least 3 days prior notice and subject to approval by the immediate supervisor.

8.06 Secretaries shall not be required to dispense medication as part of their customary duties and shall be protected in accordance with the provision of N.J.S.A. 18A:16-6.

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

ARTICLE 9
WORK STATIONS

9.01 Notice of openings in secretarial and clerical positions shall be posted as far in advance as possible, prior to screening candidates for the openings.

9.02 In the event that an involuntary change in work station is to be made, the secretary involved shall be notified in advance of the contemplated change, and the building Principal shall meet with her, at which time the secretary shall be notified of the reason therefor. In the event that the secretary objects to the change, upon the request of the secretary, the Superintendent or his designee shall meet with her. The secretary may, at her option, have Association representative(s) present at such meetings. The decision of the Superintendent or his designee shall be final and binding and not subject to the grievance procedure.

ARTICLE 10
POSTING OF OPENINGS

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

b. Vacancies in existing teaching positions, for the following school year of which the Board has written notice by May 15, shall be posted promptly thereafter. Such vacancies of which the Board receives subsequent written notice prior to June 15 shall be posted or sent to the Association President.

10.02 Notification of Assignments

a. All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 7.

b. In the event that changes in such class and/or subject assignments, building assignments, or room assignments are made after June 7, the teacher affected shall be notified promptly, in writing, and, upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or his designee and the teacher affected. The teacher may, at his option, have an Association representative present at this meeting. The decision of the Superintendent or his designee shall be final and binding

and not subject to the grievance procedure.

10.03 Involuntary Transfers and Reassignments. In the event that an involuntary transfer or reassignment is to be made, the teacher involved shall be notified in advance of the contemplated transfer or reassignment, and the building Principal shall meet with him, at which time the teacher shall be notified of the reason thereof. In the event that the teacher objects to the transfer or reassignment, upon the request of the teacher, the Superintendent or his designee shall meet with him. The teacher may, at his option, have Association representative(s) present at such meetings. The decision of the Superintendent or his designee shall be final and binding and not subject to the grievance procedure.

ARTICLE 11
TEACHER RECORDS

11.01 Teacher Observation and Evaluation

a. Non-tenured teaching staff members shall be observed and evaluated in conformance with the procedures set forth in N.J.S.A. 18A:27-3 and N.J.A.C. 6:3-1.19.

b. Tenured teaching staff members shall be evaluated in conformance with the procedures set forth in N.J.A.C. 6:3-1.21 and shall be observed and evaluated in the performance of their duties at least 2 times during each academic year. Each observation shall be followed by a written evaluation report and a conference. A draft of the report shall be prepared by the supervisor who observed the tenured teaching staff member's performance and shall be submitted to the tenured teaching staff member at least one day prior to the conference. The annual written performance report and the Professional Improvement Plan for each tenured staff member for the following year shall be completed by May 30 of each year.

11.02 A teacher shall have the right, upon request, to review the contents of his personnel file (except confidential references) and receive copies at Board expense of all documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. No separate personnel file which is not available for the teacher's inspection shall be maintained. At least once every 5 years, a teacher shall have the right to indicate those documents and/or other materials

in his file that are obsolete or otherwise inappropriate to retain. Said documents will be reviewed by the Superintendent, and if they are obsolete or inappropriate to retain, they shall be destroyed.

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

ARTICLE 12
SECRETARY EVALUATION

12.01 The substance of any evaluation, the judgments reflected thereby, and the weight given to such evaluation are within the complete discretion of the Board. The matters set forth in this Article constitute solely procedures expected by the parties to be generally applicable to the evaluation process.

12.02 Open Evaluation. All monitoring or observation of work of a secretary shall be conducted openly.

12.03 Copies of Evaluation. A secretary shall be given a copy of any evaluation report prepared by her evaluator at least one day before any conference to discuss it. No such report shall be submitted to the central office, placed in the secretary's file or otherwise acted upon without affording the secretary an opportunity to conference with the evaluator as set forth below. The secretary shall sign the evaluation when completed, it being expressly understood that said signature in no way indicates agreement with the contents of the report. The secretary shall have 5 work days after the conference to submit a written response to the evaluation report, and her response shall be attached to the file copy of the report.

12.04 Conferences. An evaluation conference shall be held within 5 working days of the receipt of an evaluation report. The conference shall be held within the work day, during working hours, without loss of pay to the secretary.

12.05 Reports. Evaluation reports shall be presented to each secretary in accordance with the following procedures:

a. Such reports shall be issued in the name of the evaluator.

b. Such reports shall be addressed to the secretary.

c. Such reports shall be written and may include, when pertinent:

1. Strengths and weaknesses of the secretary as evidenced during the period since the previous report.

2. Areas of improvement needed by the secretary as evidenced during the period since the previous report. If these areas of improvement are not repeated in subsequent reports, said areas shall be considered remedied.

3. Specific suggestions as to measures which the secretary might take to improve her performance in each of the areas wherein weaknesses have been indicated.

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

Superintendent, and if they are obsolete or inappropriate to retain, they shall be destroyed.

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

ARTICLE 13

SENIORITY FOR SECRETARIES & LIBRARY CLERKS

13.01 Definition. Seniority for secretaries and library clerks is defined as service in the district in a job category.

13.02 Lay Off. In the event of a reduction in force, secretaries and library clerks shall be laid off in the inverse order of seniority in a job category. In the event of equal seniority, the Board shall determine the senior employee.

13.03 Recall. Secretaries and library clerks shall be recalled in the inverse order of their layoffs. If any employee does not desire to return to work, she shall forfeit all rights to recall.

ARTICLE 14

ABSENCES

14.01 Sick Leave. As of the beginning of each work year, 10-month employees shall be entitled to 12 sick leave days per year and, 12-month employees shall be entitled to 12 sick leave days per year. Any unused sick leave days shall be accumulated from year to year with no maximum limit.

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

b. In cases of frequent or periodic absences due to illness, even though within the 12 days allowance, the Board or Superintendent may require the employee to submit a certificate of illness from the attending physician or submit to an examination or examinations by the school physician.

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

a. Absence due to death in the non-immediate family (aunt, uncle, brother-in-law, sister-in-law, niece, nephew, grandmother, grandfather, or any person who has lived in the home

of the employee for some time preceding death) shall be allowed with full pay not to exceed 3 days.

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

14.04 Personal Business.

a. An employee shall be allowed 3 days absence for personal business with full pay in each work year. An absence for personal business shall be allowed only by the building Principal, provided a written request has been made at least 3 school days in advance of such absence, except in cases of emergency. An employee shall not be required to state the reasons for his absence, except for a personal business absence requested during the period of April 30 to June 30 of each work year. For the period of April 30 to June 30, a personal business absence shall only be allowed for personal interests not connected with school business which cannot normally be taken care of outside of the regular work day hours. Approval for a personal business absence by the building Principal shall not unreasonably be denied.

b. A personal business absence ordinarily is not available for use on days immediately preceding or following a school holiday or vacation period, except in an emergency.

c. Notwithstanding the foregoing, one of an employee's

personal business absences may be used at any time with the prior approval of the building Principal of the requested day, with the limitation that no more than 2 teachers from each elementary school and no more than 3 teachers from Columbia School may use the same day.

d. Secretaries who work on registers at times when they are not required to work shall be compensated with compensatory personal business time in accordance with Article 8, Section 8.05. Such compensatory time shall be taken at any time upon at least 3 days prior notice and subject to approval by the immediate supervisor.

e. For any employee who has been working in the district for one year or more, his unused personal business days shall be accumulated as sick leave days.

14.05 Emergency. Any absence in the nature of an emergency, and deviating from those listed in this Article, must be explained to the Superintendent in writing. He may then make recommendations to the Board concerning pay for such absences. No claim for payment for absence in the nature of an emergency shall be made until all personal days have been utilized. The Superintendent shall, within 30 school days of receipt of a written explanation, notify the employee who is requesting such pay of the Board's decision as to whether the employee will be paid for the day's absence, and payment shall be made within 30 days of the Board's favorable decision.

14.06 Professional Business. The Superintendent may grant

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

a. Any expense incurred in attending meetings, workshops, conferences, etc., may be reimbursed only when the Superintendent has granted approval in advance.

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

14.08 Maternity Child Care and Adoption Leaves of Absence

a. Any employee shall upon request be granted a leave of absence without pay, except as provided in Section b below, for maternity purposes and child care. The leave shall commence at the time specified by the employee and shall terminate at the end of the period of disability, or at the end of a period for child care, or such other date as the employee and the Board shall agree; except that a tenured teacher may not extend her leave beyond September 1 of the second succeeding school year following the year

in which the leave commenced, and a non-tenured teacher and other employees may not extend her leave beyond the termination date of her employment contract.

b. If an employee commences her leave at the beginning of her disability, she may, if she desires, use her accumulated sick leave for the period of disability related to her pregnancy and childbirth. The period of disability for the purpose of this Section shall be defined as the period commencing one month before the anticipated delivery date and ending one month after the actual delivery, or such different period of actual disability as shall be certified to the Board by a licensed physician.

c. Any employee shall, upon request, be granted a similar leave of absence without pay to care for a child upon the adoption of such child.

d. Upon request, a tenured employee shall be granted one consecutive maternity leave of absence. A consecutive leave shall commence at the termination of the preceding leave and shall terminate in accordance with the termination provisions set forth in Section 14.08a.

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

14.10 Other Leaves. Upon recommendation of the Superintendent,

the Board may grant other leaves of absence to any tenured employee for a period of time up to one year's duration, for such purposes as the Board, in its discretion, shall determine to be in the best interests of the District.

14.11 Notice of Intent to Return from Leave. By March 1 of any contract year, the Superintendent shall send by certified mail to any employee who is on a leave of absence which will extend beyond April 1 a request for a notification of the employee's intentions to return to his/her employment for the next school year. By April 1, the employee shall return to the Superintendent his notification of intention to return. If the employee fails to return said notification, the Superintendent may proceed to fill the employee's position for the next school year. A failure to return said notification shall not be construed as a waiver of the employee's rights to return for the following school year.

ARTICLE 15
SABBATICAL LEAVE

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

a. The Board may grant sabbatical leaves subject to the following:

1. Eligibility and Qualifications

(a) The applicant must have completed seven (7) or more years of continuous full-time service in the Berkeley Heights school system.

(b) A maximum of 2% of the professional staff will be granted sabbatical leaves per year. Insofar as possible, the leaves will be proportionately divided among the various grade groupings and schools.

(c) Subsequent sabbatical leaves may be authorized after eligibility has been reestablished by service of an additional seven (7) consecutive years as an employee of the Berkeley Heights school system.

(d) A further requirement for eligibility is the filing of a written agreement with the Secretary of the Board stipulating the applicant for sabbatical leave will remain in the service of the Berkeley Heights school system for a period of two

(2) years following the expiration of the sabbatical leave.

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

a. The following information shall be presented in the application for consideration by the Superintendent and the Board:

1. Formal Study - A program should be outlined which will indicate how it will aid in improving the educational services of the applicant.

2. Research and/or Writing - The project shall be outlined and its appropriateness for professional improvement indicated.

3. Travel - A plan, including the proposed itinerary, shall be submitted stating professional objectives which are sought through such travel.

4. Other Reasons - A plan shall be submitted stating the professional objectives of the opportunities afforded by the leave.

15.03 Length of Leave and Filing Date

a. The leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.

b. The application must be filed not less than seven (7) months prior to the starting date of the leave.

c. The Superintendent shall give notice to the applicant

of the acceptance or rejection of his application within sixty (60) days after the due date of the filing.

15.04 Selection. The most important criterion for determining the granting of a sabbatical leave is whether, in the long run, it will contribute to the improvement of teaching service. Selection procedures will be as follows:

a. Upon receipt of all such applications, the Superintendent shall consider them for recommendation on the following factors:

1. Purpose of leave.
2. Professional growth of staff member.
3. Potential benefit to the school system.
4. Seniority of service in the school system.
5. Compliance with all regulations relating to leave.
6. Other factors deemed important.

b. Approval of a sabbatical leave by the Board is contingent upon the availability of a qualified employee to assume the applicant's duties.

c. A sabbatical leave, once granted, may not be terminated before the date of expiration, except as otherwise provided herein, or otherwise agreed upon by the applicant and the Board.

d. The Board reserves the right to reject any or all requests for sabbatical leaves.

15.05 Conditions of Leave. The following conditions will be

in force during a sabbatical leave:

a. The applicant shall enter into a contract to continue in the service of the Berkeley Heights Public Schools for a period of at least two (2) years following the expiration of the leave of absence. Upon failure to so comply with the two (2) year service clause, the teacher shall repay to the Berkeley Heights Board of Education a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the two (2) subsequent years of service bears to the full two (2) years. Exceptions to this condition will be made in the case of an employee who has become incapacitated or has been discharged, or has been released for good and sufficient reasons by the Board from this obligation.

b. The salary granted an employee on sabbatical leave shall be as follows:

1. An employee on leave for two (2) full consecutive semesters shall receive 60% of the salary to which he/she would be entitled if not on leave.

2. An employee on leave for one (1) full semester shall receive 50% of the salary to which he/she would be entitled if not on leave. Regular monthly deductions will be made from salary payments including teachers' pension fund and other legally required or employee-authorized deductions.

c. Payment of salary to staff members on sabbatical leave shall be made in accordance with the provisions of the Board in payment of salary to other members of the professional staff.

The employee on leave shall be responsible for keeping the Board Secretary's Office informed as to his/her address.

d. Anyone on such leave shall be considered as in the employ of the Board, and the time thus spent shall count as regular service toward retirement and consideration of salary. Such leave of absence shall be without prejudice to the teacher's tenure rights.

e. Teachers on such leave may not associate for monetary compensation with any person, persons, or organization, during the school year unless recommended by the Superintendent and approved by the Board.

f. During the sabbatical leave, policies relating to sick leave, absences, absence for personal reasons, death, etc. shall not apply. Accumulated sick leave benefits will be maintained during such leave and shall become available to the employee together with the annual provisions of this contract upon his/her return to the district.

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

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

a. Before any changes are made in the planned program of the leave as outlined in the approved application, the employee

shall request approval from the Superintendent.

b. An interim report shall be filed at the midpoint of the period for which the leave was granted. This report shall contain sufficient information for the Superintendent to determine that the objectives of the leave are being realized.

c. A final report of activities and outcomes of the leave shall be filed with the Superintendent within sixty (60) days of the termination date of the leave. This report will then be transmitted to the Board.

d. The Superintendent may request, and the employee shall promptly furnish, such additional reports as the Superintendent considered necessary to properly ascertain the fulfilling of the agreement by the employee.

15.07 Termination of Leave. Sabbatical leaves may be terminated as follows:

a. Interruption of the program of study, research and/or writing, or travel, caused by a serious accident, illness or disability during a sabbatical leave shall not prejudice the Board regarding the fulfillment of the conditions on which the leave was granted and shall not affect the amount of compensation paid the employee, provided:

1. Evidence of the accident, illness or disability is accepted as satisfactory by the Superintendent and the Board.

2. The Superintendent is notified of such accident, illness or disability within thirty (30) days.

b. If the Superintendent is convinced an employee is not

fulfilling the purpose for which a sabbatical leave was granted, or has violated any of the conditions of the leave, he/she shall report this fact to the Board. The Board may terminate the leave as of the date of its abuse after giving the teacher an opportunity to be heard.

ARTICLE 16
PROFESSIONAL GROWTH

6

16.01 An Educational Assistance Plan has been established for teaching personnel to assist and encourage them to improve their skills, knowledge, and abilities.

a. 75% of costs incurred for registration, tuition, all required usual and customary fees, and laboratory expenses, but not including cost of books purchased, will be reimbursed to the employee after submitting evidence of completion of an approved course with a passing grade or better.

b. In all cases, prior approval of the course by the Superintendent is required. Approval will be granted only when the standards set forth in sub-paragraphs b and c of this Article are satisfied. The following types of courses will be given consideration:

1. Degree Program - All graduate courses required by an accredited institution for an advanced degree.

2. Non-Degree Program - Specialized graduate courses which will enhance the employee's value to the Berkeley Heights School System through increased competence in his present position, or positions to which he may logically progress, provided that the employee, prior to enrollment, submits a brief description to the Superintendent of the course and its relevance to the Berkeley Heights School System.

c. These courses must not interfere with regular

attendance during scheduled working hours.

d. Reimbursement will be made promptly after the first regularly scheduled Board meeting after the teacher has submitted appropriate evidence of completion of the graduate course(a) and copies of bills for the costs incurred. (In the event that such evidence was not submitted at least 10 days prior to such meeting, reimbursement will be made promptly after the next such meeting.) Any individual who voluntarily leaves the Berkeley Heights School System within 3 months after requesting reimbursement shall not be entitled to reimbursement, or if he has received such reimbursement, shall promptly repay the District the full amount thereof.

e. The maximum number of credits for which reimbursement will be made shall be 18 per year, with no more than 12 such credits taken during the regular school year.

16.02 Secretaries shall be reimbursed up to \$250 per year for any courses taken to enhance their skills. Such courses must be approved in advance by their immediate supervisors and by the Superintendent.

ARTICLE 17

SALARIES

17.01 Salary Schedule

a. The salary schedule of each teacher covered by this Agreement for 1988-89 is set forth in Schedule A(1), for 1989-90 in Schedule A(2), and for 1990-91 in Schedule A(3).

b. The salary schedule of each secretary and library clerk covered by this Agreement for 1988-89 is set forth in Schedule A(4), for 1989-90 in Schedule A(5), and for 1990-91 in Schedule A(6).

c. Such schedules are attached hereto and made a part hereof.

d. Any monies received by the Board as a result of the passage of a minimum salary bill shall be distributed on the salary guides by mutual agreement and shall be over and above any amounts agreed to herein. This shall be accomplished in accordance with the requirements of State law.

17.02 Method of Payment for Teachers

a. Payday shall ordinarily be the 15th and the last day of each month.

b. Exceptions: When a payday falls on or during a school holiday, vacation or weekend, teachers shall be paid on the last previous working day.

c. Each teacher will receive his last pay on the last working day in June.

d. An optional summer payment plan will be available to teachers. A teacher may elect under this plan to have salary withheld per month starting with \$50 and increasing in \$50 increments.

1. Payment is to be made on the 15th day of July and on the 15th day of August. Both payments are to be of an equal amount, based on selected classification.

2. Teachers will enroll in the summer payment program, if they so desire, during the preceding June, and deductions shall begin in September of the next contract year. New teachers may enroll when they begin their employment.

3. Teachers may withdraw from this payment plan upon giving the Board Secretary written notice of their desire to withdraw. Withheld salary under this plan will be transmitted to the teacher within 60 days after receipt by the Board Secretary of the written notice to withdraw.

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

17.04 Sick Leave Incentive Plan

a. After 1 year of service, an employee who leaves the district for reduction in force or resignation before retirement shall receive a lump sum payment equivalent to \$10.50 for

secretaries or clerks, and \$17.50 for teachers for each unused accumulated sick leave day.

b. Upon full service retirement, an employee shall receive a lump sum payment equivalent to 1/10 of 1% of his annual salary for each unused accumulated sick leave day. In the event of death before retirement, the employee's estate shall receive such payment. Full service retirement is defined as retirement at age 55 or older with 25 years or more of service, or retirement at age 60 or after.

17.05 A teacher shall submit an official transcript to prove eligibility to move from one column to another on the salary guide. Upon receipt of the official transcript, the Board shall pay the teacher on the higher column retroactive to the beginning of the school year, or retroactive to the first of the month following completion of the last course, whichever is later.

17.06 a. Any 10-month employee who begins work or returns from unpaid leave on or before February 1 of an academic year in which the employee actually works for at least 5 months shall be given 1 full year of credit on the salary guide.

b. Any 12-month employee who begins work or returns from unpaid leave on or before January 1 of a work year, which means the 12-month period beginning July 1 and concluding the following June 30, in which the employee actually works for at least 6 months shall be given 1 full year of credit on the salary guide.

17.07 Teachers who work on the curriculum during the summer shall be compensated 1 month's salary prorated for the days worked.

In the event that teachers work on the curriculum during the school year, the Board and the Association shall negotiate the compensation for such work.

ARTICLE 18
INSURANCE COVERAGE

18.01 Up to the dollar limitations provided below, the Board will pay for the existing health and hospitalization insurance and the existing major medical insurance for each employee who wishes such coverage and for dependent coverage. The group plan shall provide for 365 day coverage and "prevailing rate" coverage. The major medical lifetime maximum benefit shall be \$1,000,000. The Board reserves the right to transfer the health and hospitalization insurance coverage to other insurance companies, but agrees that if this is done, the coverage shall be equal or better than that presently existing. The maximum annual contribution by the Board for these insurance coverages for an employee and his dependents shall not exceed the following dollar limitations:

a. Health Insurance Caps:

July 1, 1988 to June 30, 1989 - \$3875

July 1, 1989 to June 30, 1990 - \$4220

July 1, 1990 to June 30, 1991 - \$4660

In the event that the cost of insurance premiums exceeds the stated caps for the years 1988-89, 1989-90 and 1990-91, the Board agrees to pay any excess.

18.02 In addition to the insurance program set forth in Section 18.01, up to the dollar limitations provided below, the Board will pay for the existing dental insurance program. The maximum annual contribution by the Board for this coverage for an employee and his

contribution by the Board for this coverage for an employee and his dependents shall not exceed the following dollar limitations:

a. Dental Insurance Caps:

July 1, 1988 to June 30, 1989 - \$465

July 1, 1989 to June 30, 1990 - \$465

July 1, 1990 to June 30, 1991 - \$500

In the event that the cost of dental insurance exceeds the stated cap for the year 1988-89, the employees agree to pay any excess. In the event that the cost of insurance premiums exceed the stated caps for the 1989-90 or the 1990-91 years, the Board and the employees agree to each pay 50% of any excess.

ARTICLE 19

DEDUCTIONS

19.01 The Board agrees to deduct from employees' salaries dues and other contributions which said employees individually and voluntarily authorize the Board to deduct. However, in no event shall such other contributions be deducted for the benefit of more than a maximum of 5 agencies designated by the Association. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e), and under the rules established by the State Department of Education. Said monies shall be transmitted to the Treasurer of the Association. The Treasurer shall disburse said monies to the appropriate Association or Associations. Employees' authorizations shall be in writing.

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

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

19.04 The filing of notice of an employee's withdrawal may be

made at any time, in writing, and shall become effective to halt deductions as of July 1st or January 1st next succeeding the date on which the notice of withdrawal is filed.

19.05 The Board agrees to deduct from employees' salaries for the pay periods ending on the 15th and the last day of each month money for deposit in the Union County Teachers Federal Credit Union, as said employees individually and voluntarily and in writing authorize the Board to deduct, and promptly to transmit the monies to the Credit Union.

19.06 Representation Fee

a. During each school year, the Board shall deduct from the salaries of employees who are not members of the Association for the then current membership year (i.e., from September 1 to the following August 31) a representation fee equivalent to an amount certified to the Board by the Association as equal to regular membership dues, including fees and assessments charged by the Association to its members, less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only Association members, but in no event shall the amount deducted for the representation fee by the Board exceed 85% of the membership dues, fees and assessments, provided, however, that the obligation of the Board to make the wage deduction provided herein shall be contingent upon:

1. Certification by the Association of the amount to be deducted for the representation fee from each non-member employee's salary by the Board, and

2. The establishment and continuing maintenance by the Association of a demand and return system in conformance with the provisions of N.J.S.A. 34:13A-5.4 et seq.

b. Prior to November 1 of each year, the Association will submit to the Board a list of those employees who are not members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph c below, the full amount of the representation fee and will transmit promptly the amount so deducted to the Association.

c. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the school year. The deductions will begin with the first paycheck paid:

1. 10 days after receipt of the aforesaid list by the Board; or

2. 30 days after the employee begins his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was reemployed in such unit from a reemployment list, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

d. If an employee who is required to pay a representation fee terminates his employment, such termination

shall become effective to halt deductions pursuant to this Article as of July 1st or January 1st succeeding the termination of employment, and the Board will deduct the unpaid portion of the fee to such July 1st or January 1st from the last paycheck paid by the Board to said employee during the membership year in question.

e. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

f. The Association will notify the Board in writing of any changes in the list provided for in paragraph b above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board receives said notice.

g. The Association agrees to indemnify and hold the Board harmless against any and all liability which may arise by reason of any action taken or not taken by the Board, its employees and agents in complying with the provisions of this Article, provided that:

1. The Board gives the Association timely notice in writing of any claim, demand, grievance, suit or other form of liability in regard to which it will seek to implement this paragraph; and

2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of

such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

h. It is expressly understood that paragraph g above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE 20
ACADEMIC FREEDOM

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

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

20.03 When appropriate for the maturity level and the intellectual ability of the students, controversial issues may be studied in an unprejudiced and dispassionate manner. If an issue is discussed, teachers have a responsibility to insure that different points of view on the controversial issues are presented to the students.

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

20.05 The Ethics Committee of the Berkeley Heights Education

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

ARTICLE 21
TRAVEL EXPENSE

21.01 All employees designated by the Board shall be reimbursed for the following overnight or convention expenses:

a. Cost of lodging, meals, and gratuities not to exceed an average expenditure of \$65.00 per day.

b. Automobile mileage at the rate of \$.20 per mile, tolls, and parking fees.

c. Cost of fares on common carriers.

21.02 All employees on Board authorized business, other than overnight trips, shall be reimbursed for:

a. Meals and gratuities.

b. Automobile mileage of \$.20 per mile, tolls, and parking.

c. Cost of fares on common carriers.

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

ARTICLE 22
COUNCIL ON INSTRUCTION

22.01 Membership.

a. The Council on Instruction shall consist of 8 teacher members, plus 1 Principal, plus 1 librarian, plus 1 reading teacher and the Assistant Superintendent of Schools.

b. There shall be 1 representative from the primary grades and 1 representative from the intermediate grades from each K-6 school. There shall be 1 representative from the seventh grade and 1 representative from the eighth grade of the Middle School.

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

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

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

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

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

22.03 Meetings. The Council will meet every month during the school year, except for the month of June, and at such other times as designated. Members of the Council will be given released time to attend meetings. Members of the Board are welcome to attend any meeting.

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

ARTICLE 23

STAFF ADMINISTRATION LIAISON

23.01 Association representatives shall meet with the Superintendent and such administrators as he selects, normally once a month, with no more than a lapse of 2 months between meetings, to review and discuss current school problems and practices. This Committee in no way changes or alters or modifies the function of any committee which has been established by the administration.

ARTICLE 24
COMPLAINT PROCEDURE

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

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

ARTICLE 25
MISCELLANEOUS PROVISIONS

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

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

ARTICLE 26

CONTINUATION AND NON-RENEWAL OF CONTRACT OF
NON-TENURED TEACHING STAFF MEMBERS

26.01 Notification of Status

a. Date - On or before April 30 of each year, the Board shall give to each non-tenured teaching staff member continuously employed by it since the preceding September 30 either:

1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or agreement by the Board; or

2. A written notice that such employment will not be offered.

b. Statement of Reasons - Any non-tenured teacher who receives a notice of non-employment may, within 5 school days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, or his designee, which statement shall be given to the teacher in writing within the 5 school days after receipt of such request.

c. Appearance - Any non-tenured teacher who has received such notice of non-employment and statement of reasons shall be entitled to appear before the Board, or its designee(s), to present the teacher's views or comments, provided a written request for an appearance is received in the office of the Secretary of the Board within 5 school days after receipt by the teacher of the statement

of reasons. The teacher may have a representative of his choosing present.

d. Board Determination - The Board, or its designee, shall issue a final written determination as to the employment or non-employment of said non-tenured teacher for the next succeeding school year within 5 school days after the appearance. The Board, or its designee, will present to the teacher the written determination no later than June 15, except in case of emergency.

ARTICLE 27

FULLY BARGAINED PROVISIONS

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

ARTICLE 28

BOARD RIGHTS AND RESPONSIBILITIES

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

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

ARTICLE 29

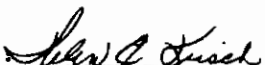
DURATION OF AGREEMENT

29.01 This Agreement shall be effective as of July 1, 1988 and shall continue in full force and effect until June 30, 1991, subject to negotiations for a successor Agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

ATTEST:

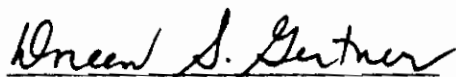
BOARD OF EDUCATION OF THE
TOWNSHIP OF BERKELEY HEIGHTS

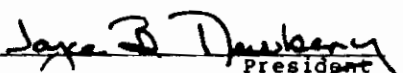

WILLIAM VAN TASSEL, Secretary

BY: 
HELEN KIRSCH, President

ATTEST:

BERKELEY HEIGHTS EDUCATION
ASSOCIATION


Secretary

BY: 
President

**BERKELEY HEIGHTS TEACHERS
SALARY GUIDE FOR - 1988-89**

STEP -----	BA --	BA+30 -----	MA --	BA+60 -----	MA+30 -----
1	\$22,635	\$24,026	\$25,578	\$27,665	\$28,949
2	23,009	24,401	25,952	28,039	29,323
3	23,427	24,818	26,370	28,457	29,741
4	23,893	25,285	26,836	28,923	30,207
5	24,363	25,754	27,306	29,393	30,677
6	24,882	26,273	27,825	29,912	31,196
7	25,483	26,874	28,426	30,566	31,797
8	26,231	27,622	29,174	31,314	32,545
9	27,033	28,425	29,976	32,117	33,347
10	27,895	29,286	30,838	32,978	34,209
11	28,831	30,222	31,774	33,915	35,145
12	29,875	31,266	33,363	34,958	36,189
13	31,426	32,818	34,584	36,510	38,169
14	33,401	34,792	36,344	38,431	39,715
15	36,157	37,548	39,100	41,187	42,471
16	40,777	42,059	43,664	45,714	46,875

**BERKELEY HEIGHTS TEACHERS
SALARY GUIDE FOR - 1989-90**

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>BA+60</u>	<u>MA+30</u>
1	\$24,294	\$25,787	\$27,453	\$29,693	\$31,071
2	24,696	26,190	27,855	30,095	31,473
3	25,144	26,637	28,303	30,543	31,921
4	25,645	27,139	28,803	31,043	32,421
5	26,149	27,642	29,308	31,548	32,926
6	26,707	28,199	29,865	32,105	33,483
7	27,351	28,844	30,510	32,807	34,128
8	28,154	29,647	31,313	33,610	34,931
9	29,015	30,509	32,174	34,471	35,792
10	29,940	31,433	33,099	35,396	36,717
11	30,945	32,438	34,103	36,401	37,721
12	32,065	33,558	35,809	37,521	38,842
13	33,730	35,224	37,119	39,187	40,967
14	35,850	37,343	39,008	41,248	42,627
15	38,808	40,301	41,956	44,206	45,585
16	43,766	45,142	46,865	49,065	50,311

**BERKELEY HEIGHTS TEACHERS
SALARY GUIDE FOR - 1990-91**

STEP ----	BA --	BA+30 -----	MA --	BA+60 -----	MA+30 -----
1	\$26,126	\$27,732	\$29,523	\$31,932	\$33,414
2	26,558	28,165	29,956	32,364	33,846
3	27,040	28,646	30,437	32,846	34,328
4	27,579	29,186	30,975	33,384	34,866
5	28,121	29,727	31,518	33,927	35,409
6	28,725	30,326	32,117	34,526	36,008
7	29,414	31,019	32,811	35,281	36,702
8	30,277	31,883	33,674	36,145	37,565
9	31,203	32,810	34,600	37,070	38,491
10	32,198	33,803	35,595	38,065	39,486
11	33,279	34,884	36,675	39,146	40,566
12	34,483	36,089	38,509	40,350	41,771
13	36,274	37,880	39,918	42,142	44,056
14	38,553	40,159	41,950	44,359	45,842
15	41,735	43,340	45,131	47,540	49,023
16	47,066	48,546	50,399	52,765	54,105

**BERKELEY HEIGHTS SECRETARIES & CLERKS
SALARY GUIDE FOR - 1988-89**

<u>STEP</u>	<u>PRIN SECTY</u>	<u>LIBR CLK</u>
1	\$14,956	\$11,559
2	15,967	12,426
3	16,978	13,300
4	17,990	14,175
5	19,001	15,085
6	20,023	16,047
7	21,046	16,968

**BERKELEY HEIGHTS SECRETARIES & CLERKS
SALARY GUIDE FOR - 1989-90**

<u>STEP</u>	<u>PRIN SECTY</u>	<u>LIBR CLK</u>
1	\$17,200	\$12,442
2	18,000	13,376
3	18,800	14,317
4	19,700	15,258
5	20,600	16,239
6	21,600	17,274
7	22,655	18,263

BERKELEY HEIGHTS SECRETARIES & CLERKS
SALARY GUIDE FOR - 1990-91

<u>STEP</u>	<u>PRIN SECTY</u>	<u>LIBR CLK</u>
1	\$18,920	\$13,686
2	19,720	14,714
3	20,620	15,749
4	21,620	16,784
5	22,620	17,862
6	23,720	19,001
7	24,920	20,092

Payment for supervision of approved extracurricular activities

ACTIVITY	1988-89	1989-90	1990-91
Junior High School Intramural basketball coach	\$789	\$860	\$938
Junior High School Intramural football coach	\$789	\$860	\$938
Junior High School Intramural soccer coach	\$789	\$860	\$938
Cheerleading advisor	\$850	\$927	\$1010
Student Council advisor	\$909	\$991	\$1080
Year Book advisor	\$909	\$991	\$1080
Chorus	\$1189	\$1296	\$1413
Band, Orchestra	\$1189	\$1296	\$1413
Dramatic coach	\$972	\$1060	\$1155
Social Problem Solving Program	\$972	\$1060	\$1155
Approved Club advisor	\$789	\$860	\$938
Safety patrol advisor	\$850	\$927	\$1010
Video tape work (per hour)	\$19.49	\$21.24	\$23.16

Interscholastic Coaches Guide - Basketball, Baseball, and Soccer Coaches

Step	1988-89	1989-90	1990-91
1	\$1091	\$1189	\$1296
2	\$1214	\$1324	\$1443
3	\$1335	\$1455	\$1586
4	\$1456	\$1587	\$1730