

AGREEMENT

Between

BERLIN TOWNSHIP BOARD OF EDUCATION

And

BERLIN TOWNSHIP EDUCATION ASSOCIATION

July 1, 2013 – June 30, 2016

Preamble

This agreement entered into this _____ day of _____, by and between the Board of Education of Berlin Township hereinafter called the "Board" and the Berlin Township Education Association hereinafter called the "Association".

Article I

Recognition

- A. The Board hereby recognized the Association as the exclusive and sole representative for the purpose of collective negotiations pursuant to N.J.S.A 34:13A-1 et sec., concerning term and conditions of employment for the unit of employees certified by New Jersey Public Employment Relation Commission on July 28, 1998, under PERC Docket Number RE-98-128.
1. Included in the unit are: All certified, non-supervisory employees, instructional assistants, and secretaries including main office, and child study team office. These parties agree that this description includes employees who are certified by the New Jersey Department of Education to be employed as classroom teachers, nurses, speech language specialists, guidance counselors, and child study team members (LDTC, school psychologist and social worker).
 2. Excluded from the unit are: Managerial executives, confidential employees and supervisory employees within the meaning of the PERC law, craft employees, non-professional employees, police employees, casual employees, bus drivers, maintenance and custodial employees and all other employees such as substitute staff, including teachers, summer personnel.

B. DEFINITION OF A TEACHER

Unless otherwise indicated, the term "teacher" when used hereinafter in the Agreement shall refer to all certificated educational employees represented by the Association in the negotiating unit as described.

C. DEFINITION OF A UNIT MEMBER

The terms "unit member" when hereinafter used shall refer to those individuals for whom the Association has the exclusive right to negotiate as defined in A.1 above.

Article II

Negotiation of Successor Agreement

The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et sec., in a good-faith effort to reach agreement on all matters concerning the mandatory negotiable terms and condition of unit member's employment. Any Agreement so negotiated shall appear to all unit members, be reduced to writing and shall only be valid when ratified by the Association and the Board. When ratified, the Agreement shall be signed by the parties.

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

- B. Negotiations shall commence no later than January 15 of the school year in which the agreement will expire.
- C. Neither party shall have any control over the selection of the members of the other's negotiating team.

Article III

Grievance Procedure

A. Definitions:

- 1. "Grievance": a grievance is a claim by a unit member or Association based upon the interpretation, application or violation of this Agreement negatively affecting a unit member or group of unit members regarding the terms and conditions of employment.
- 2. "Aggrieved Person": an "aggrieved person" is the person(s) making the claim.

B. Purpose:

- 1. A grievance must be initiated in writing by the aggrieved person and filed with the immediate supervisor within fifteen (15) school days from the time when the grievant knew or should have known of its occurrence. A school day shall be defined as any day in which school is in session for a four (4) hour period.
 - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to initiate or appeal, as the case may be, a grievance to the next step within the specified time limits shall be deemed a waiver of further appeal of the decision.
 - b. Any aggrieved person shall, during and notwithstanding any pending grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and affect thereof shall have been duly determined.
 - c. Time Limits: 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.
 - d. The time limits may be extended by mutual consent.
 - e. Nothing herein shall prevent any unit member from informally discussing potential grievances with his/her immediate supervisor in an attempt to resolve the matter.

Step One

- f. After the grievance is filed as provided in c. above, the aggrieved person and the supervisor shall meet within seven (7) school days to discuss the matter. The supervisor shall respond in writing within five (5) school days thereafter.

Step Two

- g. The aggrieved person, not later than seven (7) school days after receipt of the decision of his immediate supervisor, may appeal the decision to the Superintendent of Schools. To appeal to the Superintendent must be made in writing specifying:
1. The nature of the grievance.
 2. The nature and extent of the injury, loss or inconvenience.
 3. The results of the previous discussions.
 4. That portion of the immediate supervisor's decision that the grievant disputes.
 5. Remedy sought.
 6. The Superintendent shall meet with the aggrieved person and attempt to resolve the matter as quickly as possible, but within a period not to exceed seven (7) school days from the receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the aggrieved person, to the Association, and the immediate supervisor within five (5) school days.

Step Three

- h. The grievance is not resolved to the aggrieved person's satisfaction, he/she, not later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board.
- i. The Board, or a committee thereof, shall review the grievance and meet with the aggrieved person and render a decision in writing and forward copies thereof to the grievant and to the Association within ten (10) school days of the receipt of the appeal or within ten (10) school days of the date of the meeting. There referred to meeting shall be held within twenty (20) school days after the receipt of the appeal notice. In the event that the time periods are interrupted by a vacation period, school days shall mean calendar days, exclusive of Saturdays, Sundays, and holidays.

Step Four

- j. If the decision of the Board or committee does not resolve the grievance to the satisfaction of the aggrieved person and he/she wished review by a third party, and if the Association determines that the matter should be reviewed further, it shall advise the Board through the Superintendent, within fifteen (15) school days of receipt of the Board's decision, and the Association shall submit the grievance to arbitration within fifteen (15) school days thereafter. However, the Board's decision shall be final and binding on the grievance concerning:
1. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of State Commissioner of Education; or
 2. A complaint of a non-tenure teacher which arises by reason of his/her not being reemployed; or

3. A complaint by an certificated personnel occasioned by appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required; or
4. Any matter which, according to law, is either beyond the scope of the Board authority or limited to unilateral action by the Board alone.

C. Securing services of an arbitrator:

1. The following procedure shall be used to secure the services of an arbitrator:
 - a. Either party may request the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the PERC to submit a second roster of names.
 - c. If the parties are unable to determine within fifteen (15) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either part to designate an arbitrator.
2. The arbitrator shall limit him/her self to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the agreement between parties. The recommendations of the arbitrator shall be advisory. Jurisdiction to resolve the issue shall rest solely with the arbitrator selected unless there is a question of arbitrability with the jurisdiction of the New Jersey Public Employment Relations Commission.

D. Separate Grievance File

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 any of the participants pending the outcome of the grievance. In the even a grievance relating to disciplinary action is denied, the Board or Administration shall determine placement in the appropriate file(s).

Article IV

Management Rights

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey School Law, commonly known as Title 18A, or any other national, state, county, district, or local laws or regulations as they pertain to education.

Article V

Unit Member Rights

- A. Whenever any unit member is requested to appear before an administrator, his/her designee, Board, any committee of the Board, or any agent thereof, concerning any matter

which could adversely affect the continuation of the unit member's position, the said unit member shall be entitled to have a representative of the Association present during such proceedings. However, nothing herein shall entitle a unit member to representation in matters involving the evaluation process and conferences related thereto.

- B. Any complaints regarding a unit member made to any member of the Administrator and/or Board of Education by any parents, student or other person may, if made in writing, be promptly investigated by the Administration and called to the attention of the unit member. The unit member shall be given an opportunity to respond to and/or rebut such complaint. The complaint shall be identified to the unit member.
- C. If the complaint is verbal, the person making the complaint will be referred to the teacher for a teacher parent conference. In the event of either a written or verbal complaint, the administrator may schedule a conference involving parent, teacher, and administrator in order to resolve said complaint.
- D. The Board shall establish one official personnel file for each unit member, the location of which shall be in the offices of the Superintendent. (The parties recognize that the business office maintains a file regarding payroll and benefit materials).
 - 1. Unit members shall have the right, (at least three (3) school days notice) to review the content of their personnel file, and to receive copies of any documents in the personnel file. A unit member shall be entitled to have a representative of the association accompany him/her during the review as long as the review does not interfere with a unit member's duties.
- E. No teacher shall be discharged or disciplined without just cause as per NJSA 34:13-A-1 et sec; except provided by Title 18A. The mid-year termination or non-renewal of non-tenured teacher and/or non-certificated staff member shall not be subject to cause standard or arbitration.
- F. No unit member shall be reprimanded in front of peers, parents or students.

Article VI

Association Rights

- A. The Association may use the interschool mailboxes and the faculty room bulletin board. No material may be placed in or on either unless it relates to Association business and has been authorized by the Association President. The use of district mailboxes does not include access to Internet or email system.
- B. The Board shall make available to the Association upon reasonable advance request in writing material which is generally available to members of the public. Costs related thereto shall be paid by the Association at \$.15 for each copy in excess of 300 sheets per year.
- C. The Board shall permit the Association to use school buildings for meeting before or after the teacher workday upon reasonable advance request to the Superintendent, provided

that the Superintendent determines that such use does not interfere with school operations.

- D. The Board will supply the Association with a complete copy of Board policies and revisions when adopted and make copies of all Public Board minutes without cost to the Association. The Board will make available to the Association, for copying by the Association, Board policy books. In addition, the Board will provide a copy of the policy books that will be kept in the library.
- E. Whenever any representatives of the Association or any unit member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meeting, he/she shall suffer no loss in pay.

Article VII

Evaluations

Teacher

- A. All formal observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher involved.
- B. After each evaluation, the evaluator shall hold a conference with the teacher within ten (10) days to discuss performance and make recommendations for improvement. The teacher shall sign the evaluation report which shall be countersigned by the evaluator and a copy given to the teacher. The signature of the teacher on the report shall not imply agreement with its contents and the teacher may make comments or explanations with respect to the evaluation. Such comments shall not be binding on the administration.
- C. A teacher shall be informed of any complaints regarding him/her made to any member of the Administration by any parent, student, or other person which are or may be used in any manner in evaluation of said teacher. If any entry is made in the teachers' file as a result of such complaint, the teacher shall be given a copy of such entry within ten (10) days. Anonymous complaints shall not be entered in a teacher's file.
- D. A teacher shall be informed of any derogatory material which may be placed in his/her personnel file. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement therewith. Teachers have the right to file a written response.

Support Professionals

- A. Instructional assistants and secretaries shall be evaluated at least once per year. The evaluation shall be in writing and signed by the instructional assistant or secretary and the evaluator and the instructional assistant or secretary shall be given a copy. The instructional assistant's or secretary's signature does not indicate agreement with the evaluation. Within twenty (20) school days after each evaluation, the evaluator shall meet with the instructional assistant or secretary to discuss the evaluation and to make recommendations.

- B. Whenever an instructional assistant or secretary is subjected to an evaluation, the instructional assistant or secretary involved may file a written response thereto which then becomes a part of said instructional assistant's or secretary's personnel file.

Article VIII

Sick Leave

- A. Teachers shall be entitled to ten (10) sick days each school year. Secretaries shall be entitled to twelve (12) sick days each school year. Instructional Assistants shall be entitled to ten (10) sick days each school year.
- B. If a unit member is employed only part of the school year, said unit member shall be entitled to sick days on a pro rata basis. When sick days are consumed, pay will no longer be received for days lost due to illness. Secretaries and Aides steadily employed, but on a part-time basis shall be accorded sick leave days on a pro rata basis.
- C. Unit members shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.
- D. Upon retirement, pursuant to TPAF definition, after at least twenty (20) years of service in the school district, unit members shall be reimbursed for unused accumulated sick days as follows:
 - 1. Teachers shall receive \$100 per day with a maximum of \$7,500.00
 - 2. Instructional Assistants and Secretaries shall receive \$50 per day with a maximum of \$5,000.
 - 3. Payment shall be made on or before July 15 of the school year following the school year in which the unit member retires, provided the teacher has informed the Board in writing of the retirement on or before October 1 of the school year of retirement. Failure to so inform the Board will result in the payment being delayed to the second July 15 following the school year in which retirement occurs.

Article IX

Temporary Leaves of Absence

- A. Unit members shall be eligible for three (3) personal days leave per school year with pay. No reason need be given for personal leave days.
 - 1. A request for the use of a personal leave day shall be made in writing to the Superintendent at least two (2) teacher work days in advance of the requested date or in the case of an emergency, where a request could not be made in advance, the Supervisor will be notified as soon as possible via email or voicemail that the day being taken should count as an emergency personal day.
 - 2. A request of the use of a personal leave day for a work day immediately before or immediately after a day, or period of days when school is not in session, shall be made in writing to the principal or superintendent at least ten (10) teacher work days in advance of the requested date. A personal day request will be granted for a

work day immediately before or immediately after a day or period of days when school is not in session, as long as coverage is secured for the staff.

3. Any personal days remaining at the end of the school year shall be carried over as follows:
 - a. One (1) day may carry forward as personal.
 - b. Remaining days (if any) convert to sick days and accumulate as sick days.
 4. A unit member will not be entitled to more than four (4) personal days in one (1) year.
- B. Unit member may take other leave of absence as set forth in the New Jersey Family Law or the Federal Family and Medical Leave Act, whichever is applicable.
- C. The Board may grant other requested leaves of absence in accordance with its statutory discretion pursuant to Title 18A of the New Jersey statutes.
- D. Death in the Family
1. The time taken of under this paragraph must include the day of the funeral and, if more than one day is involved, the days must be taken consecutively.
 2. Unit members shall be granted up to five (5) days off with pay in the event of the death of his/her spouse, child, parent or sibling. This shall include step-children and step-parents if there was a relationship of "in loco parentis" involving the unit member. Said days are to be used within fifteen (15) days of the death. The Superintendent shall be notified in writing of the death as soon as possible. Signature of the unit member certifies that the information supplied is accurate.
 3. Unit members will be excused from duty with pay for a maximum of three (3) days in the event of a death of a mother-in-law or father-in-law.
 4. Unit members shall be granted up to two (2) days off with pay in the event of the death of a grandparent or grandchild.
 5. Unit members will be excused from duty with pay for a maximum of one (1) day for an aunt or uncle, brother-in-law or sister-in-law.
 6. Unit members will be excused from duty, with pay, for a maximum of one (1) day for a former mother-in-law, father-in-law, sister-in-law or brother-in-law.

Article X

Extended Leave of Absence

Teachers

A. Disability and Child Rearing Leave

1. A teacher shall notify the Board of Education of pregnancy at least sixty (60) days prior to the requested disability or child rearing leave. At that time, the teacher shall indicate her anticipated date of return. This date, in the case of a child-rearing leave, shall be, at the teacher's option (if tenure), up to two (2) semesters.
2. Leaves in excess of two (2) semesters may be granted at the sole discretion of the Board of Education on a case-by-case basis.
3. A non-tenure teacher shall be granted a child rearing leave only if she is able to return on the next of the above dates occurring during her current contract year. If a non-tenure teacher requires child-rearing leave extending beyond her contract

- year, her re-hiring will be at the discretion of the Board of Education. Any child-rearing leave granted to a non-tenured teacher under this Article shall not count toward accrual of time for achieving tenure. If a non-tenure teacher cannot return on the next commencement date, permission for her returning during the contract year will be within the sole discretion of the Board of Education.
4. In the event of an adoption of a child under two (2) years of age, the teacher shall be entitled to the same leave as set forth above in paragraph A-1 of this Article. Where the child has to be adopted is two (2) years old or older, a leave as set forth in paragraph A-1 of the Article shall be granted only if the adoption approval requires a leave of absence from employment.
- B. A leave of absence without pay of up to one year shall be granted upon proper application to the Board of Education to tenure teachers for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board. Non-tenure teachers may, at the discretion of the Board, be awarded a leave of absence in the same manner and pursuant to the same conditions as stated above.
1. Upon initial application, the teacher shall specify the tentative intended date of return to work which shall be confirmed at least thirty (30) days prior to such date. In the case of non-tenure teachers, such leave shall not extend beyond the end of the current academic year.
 2. "Immediate family" is defined to mean spouse, child, step-child or parent.
- C. All unused accumulated sick leave shall be restored upon a teacher's return from a leave of absence. All teachers shall be given the opportunity to maintain medical insurance under the plan maintained for the teachers by the Board of Education at the teacher's own expense during the term of any leave of absence, upon thirty (30) day written notice, "prior to leave" commencement, to the Board. Upon a teacher's return from a leave of absence, the cost of maintaining medical coverage shall be assumed by the Board of Education with the same terms and conditions as maintained for other teachers. If a teacher has not maintained coverage under the Board of Education's plan during the term of the teacher's leave of absence, the teacher shall be re-enrolled in the Board of Education's plan at the time of the next enrollment period.
- D. Upon return from leave granted pursuant to this Article, a teacher shall be placed on the salary schedule at the step following the step that he or she was on prior to the taking of the leave unless he or she should return within the same school year whereby he or she would return to the same step, providing the teacher worked at least one-half of the current school year plus one (1) day. If the teacher worked less than one-half the current school year plus (1) day, he or she will return to the step the teacher was when going on leave.

Instructional Assistants and Secretaries

- A. Extended leaves of absence will be in accordance with the Federal Family Medical leave Act and/or the New Jersey Family Leave Act. Additional leave may be granted at the discretion of the Board of Education.

- B. All unused accumulated sick leave shall be restored upon an instructional assistant's or secretary's return from an approved leave of absence. All instructional assistants or secretaries shall be given the opportunity to maintain medical insurance under the plan maintained for the instructional assistant or secretary by the Board of Education at the instructional assistant's or secretary's own expense during the term of any leave of absence, upon thirty (30) days written notice, "prior to leave" commencement, to the Board. Upon an instructional assistant's or secretary's return from a leave of absence, the cost of maintaining medical coverage shall be assumed by the Board of Education with the same terms and conditions as maintained for other instructional assistants or secretaries. If an instructional assistant or secretary has not maintained coverage under the Board of Education's plan during the term of the instructional assistant's or secretary's leave of absence, the instructional assistant or secretary shall be re-enrolled in the Board of Education's plan at the time of the next enrollment period.
- C. Upon return from leave granted pursuant to this Article, an instructional assistant or secretary shall be placed on the salary schedule at the step following the step that he or she was on prior to taking the leave unless he or she should return within the same school year whereby he or she would return to the same step, providing the instructional assistant or secretary worked at least one-half of the current school year plus one (1) day. If the instructional assistant or secretary worked less than one-half the current school year plus one (1) day, he or she will return to the step the instructional assistant or secretary was on when going on leave.

Article XI

Letter of Intent

Unit members who desire a change in assignment or a transfer to another building for the following school year may file, by March 1 of the current school year, a written statement with the Superintendent requesting the change.

Article XII

Protection of Unit Members

The Board shall give full support including legal and other assistance for any assault upon a unit member while acting in the discharge of their duties in accordance with 18A.

Article XIII

Work Year

Tenured Teacher

- A. The work year shall be 186 days for tenured teachers. Pupil days shall be 180 days. A minimum of three (3) days are to be used for professional development. Professional development should be meaningful and have teacher input. One half (1/2) professional day is to be set aside for the last day of school for classroom breakdown.
- B. Any Child Study Team member required to work beyond 186 days shall receive compensation at the rate of their per diem salary.

- C. Teachers required to relocate from one classroom to another will be compensated \$100 after the transition is complete. The day(s) set aside will be established by the administration.

Non-Tenured Teacher

- A. The work year for non-tenured teachers shall be 187 days inclusive of the summer professional development day. A minimum of three (3) days are to be used for professional development. Professional development should be meaningful and have teacher input. One half (1/2) professional development day is to be set aside for the last day of school for classroom breakdown.
- B. Non-tenured teachers are required to attend one (1) day professional development/orientation program to be held during the summer.
- C. Non-tenured teachers are required to attend five (5) one (1) hour in-service sessions per year for the purpose of collaboration and professional development. The topics will be developed by the professional development committee. Adequate notice will be given of the dates and times for the sessions. Non-tenured teachers will be compensated for the sessions at the current hourly stipend rate.
- D. Teacher required to relocate from one classroom to another will be compensated \$100 after the transition is complete. The day(s) set aside will be established by the administration.

Instructional Assistants and Secretaries

- A. The work year shall be 186 days for instructional assistants.
- B. The work year for secretaries shall be twelve (12) months.
- C. No unit member shall be required to work on days school is closed for reasons of safety, such as weather conditions. If school should dismiss early for such reasons, unit members will be permitted to leave, except if the superintendent or his designee requires unit member to attend duties until after the children leave. The day will be considered as a full day worked, upon completion of four (4) hours.
- D. In-house professional development shall be provided for secretaries on in-service days. If in-house professional development cannot be provided an annual allowance, not to exceed \$250.00 shall be provided by the Board. Professional development requests shall be approved by the direct supervisor.

Article XIV **Work Day**

Teacher and Student

- A. Teachers will be required to return after the end of the workday for the purpose of attending four evening sessions. One session for Back-to-School night, two sessions for fall conferences, one session for spring conferences. One additional evening may be required for 8th grade classroom teachers for 8th grade graduation as enumerated on the stipend guide.
- B. All teachers covered by this agreement shall have a minimum of a forty (40) minute duty free lunch for each teacher work day.
- C. All administrative meetings, outside of the regular working hours will be held with two (2) school days notice unless an emergency occurs. Such meetings shall not be held more than twice monthly unless an emergency occurs, and every effort shall be made by the Administration to hold their meeting to one (1) hour or less.
- D. Classroom preparation time and other non-pupil contact activities during enrichment periods when classes are being conducted by special subject area teachers shall be 150 minutes per week. This practice of 150 minutes per week also applies to special subject area teachers. Every effort shall be made by the Board to obtain sufficient substitutes to prevent the necessity of using teachers during special subject and class to cover for absent personnel. No meetings shall be scheduled during these prep times.
- E. The work day for teachers and child study team members is seven (7) hours and ten (10) minutes and the student day will be six (6) hours and thirty (30) minutes.
- F. Early Dismissal Work Day for teachers and child study team members is five (5) hours and ten (10) minutes and shall have a minimum of twenty (20) minute duty free lunch for each teacher Early Dismissal Work Day and twenty (20) minutes duty free time after students are dismissed. However, certain staff members will be required to cover lunch duty. Those unit members will receive a forty (40) minute duty-free lunch after students are dismissed.
- G. Teachers may be assigned tasks by their administrator during the twenty (20) minutes before the student day begins and twenty (20) minutes after the student day ends for the safety and welfare of the students.

Assistants

- A. The workday for full time instructional assistants shall be seven (7) hours and ten (10) minutes per day and shall include a forty (40) minute duty free lunch.
- B. If instructional assistants are required to attend meetings outside of the regular working hours, they will be held with two (2) school days notice unless an emergency occurs. Such meeting shall not be held more than twice monthly unless an emergency occurs, and every effort shall be made by the administration to hold their meeting to one (1) hour or less, with pay.

- C. In the event unit members are required to return for evening conferences, back-to-school night or other evening events, assistants shall be paid at their hourly rate of pay.

Secretaries

- A. The following winter work schedule shall be in effect the first day of school year until the last pupil day of the school year. The workday shall be 8:00 am – 4:00 pm, which includes a forty-five (45) minute duty free lunch.
- B. Immediately upon closing of school in June until school opens in September, any reduction in the workday shall be at the discretion of the administrator.
- C. Secretaries shall be entitled to two (2) fifteen (15) minute breaks during the workday. The scheduled time for the break will be agreed between the secretary and supervisor.
- D. Secretaries may leave thirty (30) minutes early, by reducing the lunch period and/or breaks by thirty (30) minutes, one day per month, to attend the regular monthly BTEA meeting as long as it does not interfere with the running of the schools.

Article XV

Salaries

Unit Members

- A. Salaries and other compensation of all unit members are set forth in the Board's records and are on file in the Board office. The salary guides in schedule A are in effect for the duration of the contract.
- B. Salaries shall be paid on a bi-monthly basis. Other compensation shall be paid as described in Schedule B.
- C. When a payday falls on or during a school holiday or when school is closed for a reason other than for an emergency unit members shall receive their paychecks on the last previous work day.
- D. Each unit member shall receive their final pay on the last workday in June, provided that he has complied with all closing procedures as required by the Principal.
- E. Unit members may elect to have their pay directly deposited in their bank accounts provided that they notify and submit the appropriate paperwork to the business office no later than August of the school year in which the direct deposit will take place.
- F. The Board agrees to permit unit members to participate in the South Jersey Credit Union. The business office shall make payroll deductions as authorized by the unit member and will forward all monies within five (5) working days following the pay from which the money is deducted.

Teachers

A. Horizontal Movement

1. For horizontal movement on the salary guides, the courses submitted must be as follows:
 - a. Graduate level courses relevant to the teaching profession.
 - b. Courses in a graduate level degree program in which the teacher is matriculated and which program is relevant to teaching. In this setting undergraduate courses required by the program will be accepted, otherwise no undergraduate courses will be accepted.
2. To receive horizontal movement effective September 1 or February 1 of the school year, the teacher must submit the paper form to the Superintendent by December 1 of the preceding school year. Upon completion of courses, proof thereof must be submitted to the Superintendent fifteen (15) days prior to the expected date of movement.
3. There will be two opportunities for lateral movement on the salary guide. Increases approved by the board in October are retroactive to September 1st. Increases approved by the board in March are retroactive to February 1st.

B. Teachers performing after work day homework club or detention will be paid at the rate of :

2013-2016 \$53.00 per hour, prorated

C. Money earned for extra-curricular activities (Schedule B) home instruction and summer school shall be paid as earned.

D. Teachers who may be required to use their own automobiles to conduct school business at the request of the Administration shall be reimbursed for all travel according to the current Internal Revenue Service mileage reimbursement schedule.

E. Teachers that work on home instruction, during workday lunch instruction, school curriculum in the summer or after the school work day if authorized by the Superintendent will be compensated at a rate of:

2013-2016 \$35.00 per hour

F. Non-tenured teachers are required to attend five (5) one (1) hour in-service sessions per year for the purpose of collaboration and professional development. Non-tenured teachers will be compensated for the sessions at the current hourly stipend rate of:

2013-2016 \$35.00 per hour

G. In the 20th year of service to the district teachers shall receive a one-time longevity payment of \$700 to be issued in a separate check. This represents the established practice and procedure set forth by the district.

H. In the 25th year of service to the district teachers shall receive a one-time longevity payment of \$400 to be issued in a separate check.

Instructional Assistants and Secretaries

A. Vacation Schedule: Vacation allowance for all twelve-month secretaries shall be as follows:

| | |
|-----------|---------|
| 0-3 years | 1 week |
| 4-7 years | 2 weeks |
| 8+ years | 3 weeks |

1. The unit member will provide a minimum of two weeks' notice to request vacation. The approval process will follow the current practice.
- B. A request for the use of a vacation day for a work day in the week preceding the first day of school, during the first week of school, the last week of school; and, the week after the last day of school shall be made in writing to the Principal or Superintendent at least fifteen (15) work days in advance of the requested date. A request for vacation for a work day in the week immediately before the start of the school year or immediately after the end of the school year will be granted as long as coverage is secured for the staff.
- C. Assistants shall work teacher calendar with respect to holidays. This includes three (3) paid holidays (Thanksgiving, Christmas, and New Year). Instructional assistants must work the day before and after a holiday.
- D. Instructional assistants that are on the Board approved substitute list and serve as substitutes for teacher positions shall receive the greater of their hourly rate or the district substitute rate.
- E. In the 20th year of service to the district, instructional assistants and secretaries shall receive a one-time longevity payment of \$500.00.
- F. Overtime shall be paid at the rate of one and one half (1 ½) the hourly salary for all time worked over forty (40) hours a week in a regular work week.

Article XVI

Insurance

- A. The insurance plan shall be the Amerihealth Point of Service Program as outlined in Appendix A; covering, but not limited to such areas as hospitalization, surgical services, anesthesia services, in hospital services, other specified services performed by a physician and major medical program. Unit members shall abide by Chapter 78, P.L. 2011 pertaining to a percentage of premium determined by salary per state regulations, whichever is higher, by payroll deduction to offset the cost of medical benefits.
- B. At a full time unit member's option, however, the Board of Education agrees to pay Prudential, or any other comparable plan approved by the Board for the full time unit member in lieu of A above equaling 80% coverage of salary on disability plan.

- C. The Board agrees to provide a deductible prescription plan as outlined in Appendix B. The plan shall include a mail order option and a generic group option with a deductible for the full time unit member and his/her family.

2013-2016 Retail: \$10 generic/\$25 brand
2013-2016 Mail Order: \$10 generic/\$25 brand

- D. The Board agrees to provide a dental plan for the full time unit member only as outline in Appendix.

- E. The Board agrees to make the option available for employees to buy family dental coverage in either Premier or PPO plan through payroll reduction.

F. Insurance Coverage Opt-Out Provision

1. Berlin Township Education Association members may opt-out of the Health Insurance Coverage provided by the Board of Education upon submission of proof of alternative health insurance coverage.

2. Unit members who elect to waive coverage of POS V/POS X pursuant to this plan shall be entitled to receive payment as follows:

| | |
|---|---------|
| a. Family Coverage to No Coverage | \$3,000 |
| b. Couple Coverage to No Coverage | \$2,000 |
| c. Parent/Child Coverage to No Coverage | \$1,500 |
| d. Single Coverage to No Coverage | \$1,000 |

- i. Payment of monies shall be paid in two equal installments. The first installment will be made on the second payday in December. The second installment will be made on the second payday in June of the same school year.

- ii. Notwithstanding the above, unit members who have a change in status (e.g. termination of employment, divorce [copy of decree required], legal separation [copy of decree required], death [copy of certificate required], which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the plan year provided the unit member give the Board notice of the change in status. Otherwise all elections for a cash option shall be in effect for the entire twelve month benefit period. The Board's obligation for the cash option shall be prorated for those unit members subject to a change in status.

Article XVII

Miscellaneous Provisions

- A. If any provision of the Agreement or any application of it to any unit member or group of unit members is held to be contrary to law, then such a provision or application shall be deemed to be not valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.
- B. Any individual contracts between the Board and the individual unit member heretofore or hereafter executed shall be subject to and consistent with the terms of this Agreement. If

an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- C. Proposed changes in existing working conditions must be negotiated with the exclusive bargaining agents before they are established, as per 34:13A-5.3.
- D. All notices for job opportunities within the negotiating unit shall be posted in all work locations on the Association bulletin board at least five (5) days before the closing date for applications. A copy of each such notice shall be sent to the Association.

Article XVIII

Tuition Reimbursement

- A. The Board shall pay the full cost of registration and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions attended by a unit member at the pre-approved request of the unit member or at the request of the Administration or the Board.
- B. Effective upon ratification of this agreement there shall be a tuition reimbursement program established with the following conditions:
 - 1. The course must be a graduate level course for certified unit members.
 - 2. The course can be an undergraduate or graduate course for non-certified members. In the case of Nurses and Speech-Language Pathologists, the courses must be for CEU's that are applicable to attaining certifications, licensures, and professional affiliations, and will include renewal costs of same.
 - 3. The course must be pre-approved by the superintendent.
 - 4. The unit member must receive a grade of "B" or better in the course.
 - 5. The Board will reimburse one time up to \$40.00 for Praxis upon receipt of a passing course.
 - 6. Tuition reimbursement includes the entire contract year including summer courses.
 - 7. The Board will provide a tuition reimbursement total of \$10,000 for each year.

Article XIX

Extra-Curricular Activities

- A. Schedule B, the extra-curricular guide is attached.
- B. Activities will be approved by the Principal, Superintendent and the Board of Education.
- C. All activities will have a "job" description. The Association may have input into the description.
- D. The activities list will be flexible.
 - 1. The district will not be required to provide every activity every year.
 - 2. The number of personnel needed may vary.
 - 3. New activities may be added.

Article XX

Duration of Agreement

- A. This agreement shall be effective as of July 1, 2013 and shall continue in effect until June 30, 2016. In accordance with the Association's right to negotiate over 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 and be of no further force or effect unless expressly extended beyond that date in writing and executed by both parties.

- B. In Witness Whereof, the Association has caused this agreement to be signed by its President and Secretary and the Board has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed herein, all on the day and year first above written.

Cheryl Hughes
President of the Association

[Signature]
Secretary to the Association

7/25/13
Date

[Signature]
President of the Board

Morgan Atwood
Secretary to the Board

7/25/13
Date

EXTRA-CURRICULUM & CO-CURRICULAR ACTIVITIES

I. STIPEND ACTIVITIES

| | |
|----------|---|
| TYPE I | Minimum of 31 hours |
| TYPE II | Minimum of 15 hours maximum of 30 hours |
| TYPE III | One-time event |
| TYPE IV | Year-long, no direct pupil contact and minimum of 31 hours |
| TYPE V | Other: Stipend amount based on hours, responsibilities and number of students |

Upon approval by the Superintendent and Board of Education, the building principal will decide the number in each category.

| TYPE | 1 st Year in Position | 2 nd Year in Position | 3 rd Year in Position |
|--------------|----------------------------------|----------------------------------|----------------------------------|
| I | \$1,300 | \$1,400 | \$1,500 |
| I assistant | \$900 | \$1,000 | \$1,200 |
| II | \$650 | \$750 | \$900 |
| II assistant | \$400 | \$450 | \$600 |
| III | \$500 | \$550 | \$600 |
| IV | TBD | TBD | TBD |

EXAMPLE OF ACTIVITIES

- PEER MEDIATION
- WEB MASTER
- INTRAMURAL ATHLETICS
- CLUBS

- SAFETY PATROL
- ART SHOW
- TALENT SHOW
- JULY 4TH MARCHING BAND

TYPE

- I
- IV
- II
- I or II depending on hours as Determined by principal
- I
- III
- III
- III

The above listed activities are *examples* of those that can be offered each year. Not all clubs/activities need to be offered each school year. Upon approval by the Board of Education and the Superintendent, the types and numbers of activities offered in each building will be requested by the building principal.

TIER IV

| | 1 st Year in Position | 2 nd Year in Position | 3 rd Year in Position |
|-----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Head Teacher | \$1,300 | \$1,400 | \$1,500 |
| 8 th Grade Coordinator | \$1,500 | \$1,850 | \$2,100 |
| Student Council | \$1,350 | \$1,750 | \$1,900 |

II. COMMITTEE AND SUPERVISION

| | 1 st Year in Position | 2 nd Year in Position | 3 rd Year in Position |
|--|----------------------------------|----------------------------------|----------------------------------|
| Committee Work | \$35/hour | \$35/hour | \$35/hour |
| Chaperones (dances, DARE, 8 th Grade graduation) | \$100/event | \$100/event | \$100/event |
| Detention/Academic Home Instruction Assistance* | \$53.00/hour Prorated | \$53.00/hour Prorated | \$53.00/hour Prorated |
| <i>If preparation is involved, add an Additional 1 hour Per week</i> | | | |

III. ATHELETICS

| | 1 st Year in Position | 2 nd Year in Position | 3 rd Year in Position |
|---|----------------------------------|----------------------------------|----------------------------------|
| HEAD COACH | | | |
| I Baseball Softball Basketball | \$1,500 | \$1,750 | \$2,000 |
| II Soccer | \$1,400 | \$1,600 | \$1,800 |
| III Cross-Country | \$1,200 | \$1,400 | \$1,600 |
| ATHLETIC ASSISTANT COACH | \$900 | \$1,000 | \$1,200 |
| Activities Coordinator | \$1,500 | \$1,850 | \$2,100 |
| EVENT SECURITY (for entire season of a sport) | \$600 or \$20/hour | \$700 or \$20/hour | \$750 or \$25/hour |

*Tiers, I, II, III are based on number of games and practices per season. If a sport increases in these areas, the building principal, after budgeting increased amounts, will submit Tier changes to the Superintendent for approval before the season of the sport.

IV. OTHER

| Position | Stipend | Responsibilities |
|--|---------|--|
| Inst. Band/Jazz Band | \$4,400 | <ul style="list-style-type: none"> * 3 Concerts(2 DDE, 1 JFK) * 3 out of district concerts and/or competitions * Includes all practices and rehearsals * Any performance, concert, competition in addition to above (i.e., graduation, special meeting, etc.) will be reimbursed at the negotiated per hour rate with advance approval of principal and business administrator |
| Chorus * Vocal * Recorder * Other | \$2,200 | <ul style="list-style-type: none"> * 2 concerts (1 DDE, 1 JFK) * Includes all practices and rehearsals * Any performance, concert, competition addition to above (i.e., graduation, special meetings etc.) will be reimbursed at the negotiated per hour rate with advance approval of principal and business administrator |

V. MISCELLANEOUS

- All position openings for coaching and supervisors will be posted each June in both schools
 - New Activities:
 - When starting a new club, event, activity or sport the following process will occur
1. Building principal will develop a proposal containing the following:
 - a. Name of activity
 - b. Number of approximate hours
 - c. Number of approximate student participants
 - d. Goals of the program
 - e. Assessment of success of the program
 - f. Approximate cost including:
 1. Stipend(s)
 2. Travel
 3. Supervisor other than coach(s)
 4. Material and equipment
 2. The proposal will be submitted to the BTEA executive committee, Business Administrator and Superintendent.
 3. Upon approval from the BA and Superintendent, the proposal will be submitted to the Board of Education for approval
 4. Once approved, new activity position will be posted for 5 days in both schools
 5. When filling a position, the order of preference will follow 6A:9-5.19 and Board of Education Policy #3134 which states:
 - a. Certified staff member meeting criteria established by principal
 - b. Support staff member meeting criteria established by principal
 - c. Community volunteer meeting criteria established by principal
 1. will need to be approved by the Camden County Executive Superintendent
 2. must meet appropriate background check criteria

YEAR 1
2013-14 Berlin Twp

Salary Guide

| Step | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 |
|------|--------|--------|--------|--------|--------|--------|
| 1 | 46,746 | 47,546 | 48,346 | 49,946 | 50,746 | 51,546 |
| 2 | 46,946 | 47,746 | 48,546 | 50,146 | 50,946 | 51,746 |
| 3 | 48,446 | 49,246 | 50,046 | 51,646 | 52,446 | 53,246 |
| 4 | 49,946 | 50,746 | 51,546 | 53,146 | 53,946 | 54,746 |
| 5 | 51,446 | 52,246 | 53,046 | 54,646 | 55,446 | 56,246 |
| 6 | 52,946 | 53,746 | 54,546 | 56,146 | 56,946 | 57,746 |
| 7 | 54,446 | 55,246 | 56,046 | 57,646 | 58,446 | 59,246 |
| 8 | 55,946 | 56,746 | 57,546 | 59,146 | 59,946 | 60,746 |
| 9 | 57,446 | 58,246 | 59,046 | 60,646 | 61,446 | 62,246 |
| 10 | 58,946 | 59,746 | 60,546 | 62,146 | 62,946 | 63,746 |
| 11 | 60,446 | 61,246 | 62,046 | 63,646 | 64,446 | 65,246 |
| 12 | 61,946 | 62,746 | 63,546 | 65,146 | 65,946 | 66,746 |
| 13 | 64,359 | 65,159 | 65,959 | 67,559 | 68,359 | 69,159 |
| 14 | 68,892 | 69,692 | 70,492 | 72,092 | 72,892 | 73,692 |
| 15 | 73,425 | 74,225 | 75,025 | 76,625 | 77,425 | 78,225 |
| 16 | 77,958 | 78,758 | 79,558 | 81,158 | 81,958 | 82,758 |
| 17 | 82,485 | 83,347 | 84,208 | 85,931 | 86,793 | 87,654 |

YEAR 2
2014-15 Berlin Twp

Salary Guide

| Step | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 |
|------|--------|--------|--------|--------|--------|--------|
| 1-2 | 48,957 | 49,757 | 50,557 | 52,157 | 52,957 | 53,757 |
| 3 | 49,457 | 50,257 | 51,057 | 52,657 | 53,457 | 54,257 |
| 4 | 50,957 | 51,757 | 52,557 | 54,157 | 54,957 | 55,757 |
| 5 | 52,457 | 53,257 | 54,057 | 55,657 | 56,457 | 57,257 |
| 6 | 53,957 | 54,757 | 55,557 | 57,157 | 57,957 | 58,757 |
| 7 | 55,457 | 56,257 | 57,057 | 58,657 | 59,457 | 60,257 |
| 8 | 56,957 | 57,757 | 58,557 | 60,157 | 60,957 | 61,757 |
| 9 | 58,457 | 59,257 | 60,057 | 61,657 | 62,457 | 63,257 |
| 10 | 59,957 | 60,757 | 61,557 | 63,157 | 63,957 | 64,757 |
| 11 | 61,457 | 62,257 | 63,057 | 64,657 | 65,457 | 66,257 |
| 12 | 64,346 | 65,208 | 66,069 | 67,792 | 68,654 | 69,515 |
| 13 | 68,146 | 69,008 | 69,869 | 71,592 | 72,454 | 73,315 |
| 14 | 71,946 | 72,808 | 73,669 | 75,392 | 76,254 | 77,115 |
| 15 | 75,746 | 76,608 | 77,469 | 79,192 | 80,054 | 80,915 |
| 16 | 79,546 | 80,408 | 81,269 | 82,992 | 83,854 | 84,715 |
| 17 | 83,496 | 84,358 | 85,219 | 86,942 | 87,804 | 88,665 |

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YEAR 3
2015-16 Berlin Twp

| Salary Guide Step | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 |
|-------------------|--------|--------|--------|--------|--------|--------|
| 1-3 | 51,495 | 52,295 | 53,095 | 54,695 | 55,495 | 56,295 |
| 4 | 51,995 | 52,795 | 53,595 | 55,195 | 55,995 | 56,795 |
| 5 | 53,495 | 54,295 | 55,095 | 56,695 | 57,495 | 58,295 |
| 6 | 54,995 | 55,795 | 56,595 | 58,195 | 58,995 | 59,795 |
| 7 | 56,495 | 57,295 | 58,095 | 59,695 | 60,495 | 61,295 |
| 8 | 57,995 | 58,795 | 59,595 | 61,195 | 61,995 | 62,795 |
| 9 | 59,234 | 60,096 | 60,957 | 62,680 | 63,542 | 64,403 |
| 10 | 62,234 | 63,096 | 63,957 | 65,680 | 66,542 | 67,403 |
| 11 | 65,234 | 66,096 | 66,957 | 68,680 | 69,542 | 70,403 |
| 12 | 68,234 | 69,096 | 69,957 | 71,680 | 72,542 | 73,403 |
| 13 | 71,234 | 72,096 | 72,957 | 74,680 | 75,542 | 76,403 |
| 14 | 74,234 | 75,096 | 75,957 | 77,680 | 78,542 | 79,403 |
| 15 | 77,334 | 78,196 | 79,057 | 80,780 | 81,642 | 82,503 |
| 16 | 80,834 | 81,696 | 82,557 | 84,280 | 85,142 | 86,003 |
| 1-3 17 | 84,534 | 85,396 | 86,257 | 87,980 | 88,842 | 89,703 |

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YEAR 1

2013-14 Support 1.02480

1.02440

Salary Guide

| Step | Sect | FT Aides | PT | Step |
|------|--------|----------|--------|------|
| | | 14,352 | 12,315 | 1 |
| | | 14,723 | 12,515 | 2 |
| | | 15,105 | 12,839 | 3 |
| | | 15,495 | 13,172 | 4 |
| | | 15,897 | 13,513 | 5 |
| 1-6 | 32,401 | 16,308 | 13,862 | 6 |
| 7 | 33,236 | 16,732 | 14,222 | 7 |
| 8 | 34,072 | 17,165 | 14,590 | 8 |
| 9 | 34,907 | 17,609 | 14,968 | 9 |
| 10 | 35,742 | 18,065 | 15,356 | 10 |
| 11 | 36,577 | 18,532 | 15,753 | 11 |
| 12 | 37,412 | 19,013 | 16,161 | 12 |
| 13 | 38,248 | 19,506 | 16,580 | 13 |
| 14 | 39,083 | 20,011 | 17,009 | 14 |
| 15 | 42,993 | 20,529 | 17,450 | 15 |

YEAR 2

2014-15 Support 1.0248

1.0244

Salary Guide

| Step | Sect | FT Aides | PT | Step |
|------|--------|----------|--------|------|
| | | 14,702 | 12,752 | 1 |
| | | 15,082 | 12,952 | 2 |
| | | 15,473 | 13,152 | 3 |
| | | 15,873 | 13,493 | 4 |
| | | 16,285 | 13,843 | 5 |
| 1 | 33,205 | 16,706 | 14,200 | 6 |
| 2-7 | 34,061 | 17,140 | 14,569 | 7 |
| 8 | 34,916 | 17,584 | 14,945 | 8 |
| 9 | 35,772 | 18,039 | 15,333 | 9 |
| 10 | 36,628 | 18,506 | 15,730 | 10 |
| 11 | 37,484 | 18,985 | 16,138 | 11 |
| 12 | 38,340 | 19,477 | 16,555 | 12 |
| 13 | 39,196 | 19,982 | 16,984 | 13 |
| 14 | 40,052 | 20,499 | 17,424 | 14 |
| 15 | 44,060 | 21,030 | 17,875 | 15 |

YEAR 3

2015-16 Support 1.024800

1.02440

Salary Guide

| Step | Sect | FT Aides | PT | Step |
|------|--------|----------|--------|------|
| | | 15,061 | 13,222 | 1 |
| | | 15,450 | 13,422 | 2 |
| | | 15,851 | 13,622 | 3 |
| | | 16,260 | 13,822 | 4 |
| | | 16,682 | 14,180 | 5 |
| 1 | 34,028 | 17,114 | 14,547 | 6 |
| 2 | 34,905 | 17,558 | 14,924 | 7 |
| 3-8 | 35,782 | 18,013 | 15,310 | 8 |
| 9 | 36,660 | 18,479 | 15,707 | 9 |
| 10 | 37,537 | 18,958 | 16,114 | 10 |
| 11 | 38,414 | 19,448 | 16,531 | 11 |
| 12 | 39,291 | 19,952 | 16,959 | 12 |
| 13 | 41,245 | 20,469 | 17,399 | 13 |
| 14 | 43,199 | 20,999 | 17,849 | 14 |
| 15 | 45,152 | 21,543 | 18,312 | 15 |

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