

CONTRACT
BETWEEN
THE BERKELEY TOWNSHIP BOARD OF EDUCATION
AND
BERKELEY TOWNSHIP EDUCATION ASSOCIATION
COVERING THE PERIOD FROM JULY 1, 2021 THROUGH JUNE 30, 2024

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PREAMBLE

This Agreement is entered into this first 1st day of July, 2021, by and between the Board of Education of Berkeley Township, the city of Bayville, New Jersey, hereinafter called the "Board", and the Berkeley Township Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Berkeley Township Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the following personnel: 1) classroom teachers, librarians, nurses, guidance counselors, child study team (school psychologists, social worker and learning disability consultants), supplemental teachers; 2) cafeteria employees; 3) aides; 4) secretaries, clerks and network technical support staff; 5), bus drivers; 6) custodians; and 7) messengers. Excluded from the unit are: all other employees, all employees represented in other negotiations units, secretaries located in the District's administrative office, transportation supervisor, custodial/maintenance supervisors, bus mechanics, cafeteria manager, principals, craft employees, police, firefighters, managerial executives, confidential employees and supervisors within the meaning of the Act. This unit was certified by PERC on December 20, 1995.
- B. 1. Unless otherwise indicated, the term "employees" refers to all members of the unit as defined in A. above.
2. Unless otherwise indicated, the term "teachers" shall refer to all positions listed in A. 1) above.
3. Unless otherwise indicated, the term "support employees" shall refer to all positions listed in A. 2) through 6) above.
4. Unless otherwise indicated, the term "cafeteria employees" shall refer to all cooks, assistant cooks and cafeteria workers.
5. Article and section titles serve to further define the term "employees" when that term is used in contract language. For example, the article entitled "TEACHER PROMOTIONS" applies to teachers as defined in A. 1) above.
6. References to male employees (him, his, he) equate to references to female employees (her, hers, she).
- C. The following provisions of this Agreement are the only ones which apply to include supplemental teaching personnel: Articles 1 through 7; Article 8, Sections A., B., E., F., G., K. through U.; Article 10; Article 11, Sections A. 4 through 7.; Article 12; Article 13; Article 16, Sections A. 1. through A. 4., A. 6., A. 7. and A. 9. through A. 13; Article 13, Sections C. and D.; Article 17, A. 1. and B. 1., Article 18; Article 19, except Section B. 4; Articles 22 and 23; Articles 28 and 29; and the negotiated rate paid to supplementals located in Appendix 2.

ARTICLE 2

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with New Jersey Public Employer-Employee Relations Law in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Any Agreement so negotiated shall apply to all employees recognized in Article 1, be reduced to writing, and presented to the full Board and the Association, for consideration for final ratification.
- B. Negotiations shall begin not later than the December 1 preceding the expiration of this Agreement. Any such Agreement so negotiated shall be reduced to writing, shall be submitted to the parties and, if accepted, shall be signed and adopted. Both parties retain the right to ratify or reject any tentative agreement reached by the negotiations committee.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the Berkeley Township School District that fall within public domain.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- E. Except as this Agreement shall hereinafter otherwise provide, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the terms of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- H. 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

- A. A grievance shall mean a complaint by employees or representatives of employees that there has been a misinterpretation, misapplication, or violation of policies, agreements or administrative decisions affecting terms and conditions of employment. A grievant shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting the grievance. He shall have the right to present his own appeal or to designate the building representative of the Berkeley Township Education Association, or any other representative of his own choosing, to appear with him, or, in case of emergency, for him, at any step in his appeal after the informal meeting with the administrator or supervisor involved.
- B. Non-renewal of a non-tenure teacher contract is not subject to the grievance procedure provided the teacher has been evaluated according to the established evaluation procedures.
- C.1. Level 1 - Any employee who has a grievance shall discuss it first with the administrator or supervisor involved in an attempt to resolve the matter informally at that level. The Employee may have a representative of the Berkeley Township Education Association present with him at that meeting.
- 2. Level 2 - If, as a result of this discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, the employee may set forth his complaint in writing to the administrator involved. The letter shall contain a request for a meeting with the administrator or supervisor involved within five (5) school days after his receipt of the complaint. Following this meeting, the administrator involved shall communicate his decision to the employee, in writing, within three (3) school days. If a formal, written grievance is not presented by the aggrieved party within a period of twenty-five (25) calendar days excluding school recess during the school calendar year the misinterpretation, misapplication, or violation of policies, agreements or administrative decisions affecting terms and conditions of employment, then the grievance shall be disallowed.
- 3. Level 3 - The employee may appeal the involved administrator's or supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing within ten (10) school days after receiving the involved administrator's or supervisor's written decision. The appeal must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the administrator or supervisor involved and shall confer with the concerned parties either as a group or separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days of receipt of the employee's written appeal. The Superintendent shall communicate his decision in writing along with supporting reasons to the employee and the involved administrator or supervisor.
- 4. Level 4 - If the grievance is not resolved to the employee's satisfaction, the employee may request a review by the Board of Education within twelve (12) calendar days after the receipt of the Superintendent's written decision. The request for review shall be submitted in writing through the Superintendent who shall attach -all related papers and forward the request to the Board of Education. The Board of Education shall render a decision within thirty (30) calendar days after the review is requested. At any meeting with the Board, the employee may be represented by any person of his choosing to appear with the employee.

- 5a. Level 5 - If the aggrieved person is not satisfied with the disposition of his grievance at Level Four, or if no decision has been rendered within thirty (30) calendar days after the grievance was heard by the Board of Education, the Association may submit the grievance to arbitration within fifteen (15) calendar days after the receipt of a request by the aggrieved person.
- b. Within ten (10) calendar days after such written notice of submission to 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 or PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or PERC in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold an hearing promptly and shall issue his decision not later than twenty (20) 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 shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on the parties only if the grievance is based upon the express written terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory on the parties insofar as the Agreement deals with other grievable matters under this Agreement.
- d. The costs for the services of the arbitrator, including per them 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 expenses incurred shall be paid by the party incurring same.
- 6.a. If, in the judgment of the Berkeley Township Education Association, a grievance affects group or class of employees, the Berkeley Township Education Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three.
- b. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- c. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
- d. The aggrieved party shall not be excused from performance of duty until the grievance be fully determined.
- e. All grievances under Levels 2, 3, and 4, shall be in writing, shall specify the section of the contract, the Board Policy or the Administrative decision within the definition of a grievance above, the date of the violation, and the relief sought.

- f. The Association agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employment), work stoppage, slowdown, walkout or other action against the school district. The Association agrees that such action would constitute a material breach of this Agreement.
- g. The Association during the term of this Agreement will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.
- h. The School Board agrees that during the term of this Agreement, neither the Board nor any of its agents will cause, authorize or support the locking out of the employees in this bargaining unit.
- i. A representative of the Association may be present at all steps of the grievance procedure as the representative of an employee.
- j. A copy of the grievance form is attached.

ARTICLE 4

COMPLAINTS

A. TEACHERS

1. STATEMENT OF PURPOSE: To provide procedures for the investigation of a complaint involving pupils and teacher, or parent and teacher.
2. PROCEDURAL STEPS:
 - a. Step One: Teacher and pupils, or teacher and parents should confer at this step to attempt to resolve any and all complaints. Any unresolved complaints will then be processed through Step Two.
 - b. Step Two: Any complaint unresolved under Step One will be reviewed by the building principal in an attempt to resolve the matter to the satisfaction of all parties concerned. If the matter still remains unresolved, it will be processed under Step Three.
 - c. Step Three: Any complaint unresolved at Step Two must be submitted in writing within ten (10) school days of the initiation by the complainant to the building principal who shall forthwith forward a copy to the Superintendent and to the teacher or teachers involved.
 - d. Step Four: Upon receipt of the written complaint, the Superintendent will confer with all parties either individually or as a group and with their representatives, if so desired. When the Superintendent, the teacher and the complainant meet as a group, the teacher has the right to be represented by any individual of the teacher's choosing. The teacher must be present at all meetings that the representative is speaking on behalf of or for the teacher.

- e. Step Five: If the Superintendent is unable to resolve this complaint to the satisfaction of all parties concerned, he shall forward the results of his investigation along with his recommendations, in writing, to the Board of Education, and a copy to all parties concerned.
 - f. Step Six: After receipt of the Superintendent's findings and recommendations, and before action thereon, the Board of Education shall afford the parties the opportunity to meet with the Board and show cause why the Superintendent's recommendation should not be followed. All parties shall have the right of representation before the Board of Education, which right includes representation by any representative of the parties' choosing.
 - g. Step Seven: Copies of the action taken by the Board of Education shall be forwarded to all parties.
- 3. If the aggrieved person is not satisfied with the disposition of his grievance at Level Seven, or if no decision has been rendered within five (5) school days after presentation to the Board, he may file it under the Grievance Procedure and it will be initiated at Level Four. Disputes under this Article may not proceed to Level 5 of Article 3.
 - 4. The Association's views or views of an individual teacher or group of teachers on matters relating to administrator/teacher, supervisor/teacher, or board/teacher relationships shall not be discussed in front of, or in the presence of pupils or parents during contracted hours.

B. SUPPORT STAFF

Any complaints including hearsay and/or letters regarding an employee made to any employee of the administration by any parent, teacher, student or other person which may be used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee. The employee shall be given the opportunity to respond and/or rebut such complaints, and shall have the right to be represented by the Association at any meetings or conferences.

C. ALL EMPLOYEES

- 1. Any criticism by a supervisor, administrator, or Board member of an employee or of a teachers' instructional methodology shall be made in confidence and not in the presence of pupils, co-workers, parents, or public gatherings.
- 2. Any criticism by an employee of other employees, pupils, parents, or individual administrators, or board members shall be made in confidence and not in the presence of pupils, parents, or at public gatherings.

ARTICLE 5

EMPLOYEE RIGHTS

- A. Except as otherwise provided in Chapter 123, PL 1975 "public employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity....."
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws, Civil Service laws or other applicable laws and regulations.

The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- C. No employee shall be formally disciplined, formally reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the Grievance Procedure herein set forth.
- D. Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments 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.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. The parties agree that there shall be no discrimination against any present employees or any prospective employees or applicants for employment or membership in the Association for reasons of race, creed, color, religion, national origin, ancestry, sex, age, or marital status.
- G. The parties agree that it is inappropriate for the personal life issues of employees to be discussed publicly.

ARTICLE 6

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required in accordance with Board Policy.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall furnish materials and supplies incident to such use.
- E. When available, the Association shall have the right to purchase expendable office supplies and other materials from the Board at the price paid by the Board to its suppliers. The Association will be invoiced directly by the Board Secretary, on a quarterly basis.
- F. Material which is placed on these bulletin boards shall not be derogatory to members of the Association,

members of the Board of Education, members of the community, administrative personnel, pupils, or any other individual or group of employees.)

- G. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge, the teachers' dining room, the annex, transportation area and the cafeteria. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required. The Board reserves the right to post communications to teachers on said bulletin boards.
- H. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary for Association business.
- I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.
- J. The Association shall be provided without cost to it, with adequate office space, as long as it does not interfere with the smooth and efficient operation of the school. The Association shall be allowed to install a telephone in such office at its own expense.
- K. The Association President or his/her designee shall be provided release time of up to one and one half days per month to conduct Association business.

ARTICLE 7

HEALTH INSURANCE

A. HEALTH AND HOSPITALIZATION INSURANCE

- 1. The Board of Education will assume the financial responsibility for payment of 100% of the costs of the health insurance plan determined by the Board for all full-time employees under Article 1, A. 1), 2), 4), 5) and 6) and their families, subject to the contribution provisions of Paragraph A. 8. below. No individual who is eligible for coverage for "Medicare" benefits as provided in an act-entitled "Health Insurance for the Aged" shall be eligible for Major Medical expense benefits under such policy. An employee must be eligible for coverage by this policy or no coverage shall be provided under this policy. In the event an individual is not eligible for coverage under this policy by reason of Medicare benefits as described above, the Board shall contribute the dollar equivalent of the individual's group coverage cost towards private coverage for Major Medical provided that the individual presents proof of coverage. An employee must be eligible for coverage by this policy or no coverage shall be provided.
- 2. Effective August 1, 2016, the Board shall provide the State Educators Health Benefits Plan (Direct 15) for medical insurance coverage subject to the contribution provisions of Paragraph A. 8. below. There shall be a vision plan for all employees offering one pair of eye glasses or contacts (up to the limits) annually.
- 3. There shall be a Pre-Admission Certification rider.
- 4. To be eligible for coverage under A.1 above, an employee must be regularly employed twenty-five (25)

or more hours per week. Employees hired on or after July 1, 2013 must be regularly employed thirty (30) or more hours per week.

5. Effective July 1, 2013, any newly hired teachers, bus drivers, secretaries, custodians and cafeteria staff shall be eligible for single employee health coverage for the first four years of employment. Effective the first day beginning their fifth year of employment or achievement of tenure, these employees shall be eligible for full family coverage. Beginning July 1, 2021, an aide in the District that is eligible for coverage that purchases health coverage above single coverage shall be reimbursed by the Board as follows:

Effective July 1, 2021, an aide with a minimum of nine (9) years of experience in the District that purchases health coverage above single coverage shall be reimbursed four thousand five hundred dollars (\$4500) by the Board.

Effective July 1, 2022, an aide with a minimum of eight (8) years of experience in the District that purchases health coverage above single coverage shall be reimbursed five thousand five hundred dollars (\$5500) by the Board.

Effective July 1, 2023, an aide with a minimum of seven (7) years of experience in the District that purchases health coverage above single coverage shall be reimbursed six thousand five hundred dollars (\$6500) by the Board.

- 6a. Notwithstanding A. 1., above, a bus driver hired after March 17, 1992, who is otherwise eligible for the coverage under A. 1. above, shall be enrolled in said insurance plan at the single coverage level beginning ninety (90) days after the effective date of a board of education approved employment contract.
- b. Effective July 1, 2002, Health Insurance coverage for bus drivers and cafeteria staff, shall be paid for by the Berkeley Board of Education, subject to the provisions of Paragraph A. 8. below. (The guidelines of: 1st four (4) years single coverage only remains in effect).
- c. Effective July 1, 2004, single (employee only) Health Insurance shall be offered to school aides. Such coverage shall be to the single coverage limit of PPO Insurance.
7. In the event that Board seeks to change insurance providers during the course of this agreement, the Board must provide equal to or better coverage for the benefits plan in effect as of August 1, 2016, under the State Educators Health Benefits Plan (Direct 15).
8. Effective July 1, 2010, and annually thereafter (for the life of the contract), all employees as required by State Law shall contribute 1.5% of their annual base salary to the Board to off-set a portion of the health insurance benefits they receive from the Board. In the event an employee is not eligible for health insurance coverage under this Agreement or chooses to waive such coverage, no contribution shall be required for that year.

B. PRESCRIPTION INSURANCE

1. The Board will provide a prescription plan to employees under Article 1, A. 1), 2), 4), 5) and 6). Effective July 1 2010, the co-payment shall be \$15 (brand names), \$10(generic) and \$0 (mail order). Effective July 1, 2011, the co-payment shall be \$30 (brand names), \$10(generic) and \$0 (mail order).

2. To be eligible for coverage under B. 1., above, the employee must be regularly employed twenty-five (25) or more hours per week. Employees hired on or after July 1, 2013 must be regularly employed thirty (30) or more hours per week.
3. Notwithstanding B. 1. and B. 2. above, any bus driver who was hired after March 17, 1992, who is otherwise eligible for the coverage under B. 1. and B. 2. above, shall be enrolled in said insurance plan at the single coverage level beginning ninety (90) days after the effective date of a board of education approved employment contract.
4. Cafeteria employees shall be eligible for family prescription benefits.
5. Effective at 11:59 p.m. on June 30, 1996, eligible aides will be covered by the family prescription plan outlined in B. 1., above. In order to be eligible, an aide must be regularly employed twenty-five (25) or more hours per week. Employees hired on or after July 1, 2013 must be regularly employed thirty (30) or more hours per week.
6. Effective July 1, 2013, any newly hired teachers, bus drivers, secretaries, custodians and cafeteria staff shall be eligible for single employee health coverage for the first four years of employment. Effective the first day beginning their fifth year of employment or achievement of tenure, these employees shall be eligible for full family coverage

C. DENTAL INSURANCE

1. There shall be a dental plan to cover unit members under Article 1, A. 1), 2), 4), 5) and 6) and family with a maximum Board contribution per enrolled unit employee. There shall be a dental plan to cover unit members under Article 1,A.3) Aides, single coverage. The Board will contribute a maximum of \$650.00 per enrolled employee. The additional cost of such a plan will be borne by employees enrolled. The parties agree to work mutually to hold down the dental costs.
2. To be eligible for coverage under C. 1., above, the employee must be regularly employed twenty-five (25) or more hours per week. Employees hired on or after July 1, 2013 must be regularly employed thirty (30) or more hours per week.
3. Notwithstanding C. 1. above, any bus driver who was hired after March 17, 1992, who is otherwise eligible for the coverage under C. 1., above, shall be enrolled in said insurance plan at the single coverage level on the first day of the month which follows his/her ninety (90) days after the effective date of a board of education approved employment contract. Cafeteria employees hired on or after April 1, 1990, shall be eligible for single insurances only under C. 1.
4. Effective July 1, 2013, any newly hired teachers, bus drivers, secretaries, custodians and cafeteria staff shall be eligible for single employee health coverage for the first four years of employment. Effective the First day beginning their fifth year of employment or achievement of tenure, these employees shall be eligible for full family coverage

D. INSURANCE WAIVER PROVISION

1. There shall be a voluntary health insurance waiver plan for employees eligible to receive coverage under A. 1. or any enrollment level under B. or C. above. The vision plan is not included in the waiver

option.

2. Each year, the Board shall provide appropriate forms to all employees covered by family or husband/wife coverage and to employees who are eligible to receive prescription or dental insurance. Said form will contain a final return date.
3. Employees who voluntarily elect to waive coverage shall be entitled to receive 25% of the premium cost of the waived insurance, or 25% of the Board's contribution to the annual premium, whichever is less, subject to the provisions of P.L. 2010, c. 2, which apply to any employee health benefit waiver requests filed or approved after May 21, 2010, and cap the maximum amount of any payment for the waiver of health insurance coverage to 25% of the amount saved by the employer or \$2,500, whichever is less. The vision plan is not included in the waiver option. **Effective July 1, 2021, employees are only entitled to receive waiver payments for prescription and dental benefits as per the above calculation.**
4. Payment of the monies in D.3 above shall be made by separate check on or about July 31 following the end of the school year in which the waiver occurred.
5. An employee who waives coverage may re-enroll for the next year during the open enrollment period.
6. An employee who initially waives coverage under A. 1. above and then needs to reenroll will either be re-enrolled in the District plan or, if this is not possible under Plan rules, shall be fully reimbursed on a quarterly basis for enrollment in an equivalent plan. It shall be the employee's obligation to inform the District of pending loss of coverage. Said employee will be re-enrolled in the District's plan at the first permissible date. An employee who re-enrolls (either in the District plan or who is reimbursed in the open enrollment plan) under A. 1. will receive no incentive for that year. Re-enrollment is not permitted during the waiver year for insurance under B. and C. above.
7. The parties agree that all of the terms of D. shall be in effect through June 30, 2024, but shall expire at that time unless both parties indicate, in writing, their willingness to continue these provisions. In the absence of such a written indication, these provisions shall become null and void.
8. If this incentive plan is subsequently ruled in conflict with the insurance carrier's rules, the provisions of D. shall be null and void.
- E. With respect to employee "buy-ins" to health insurance, the Board can agree to allow employees, who are not covered by health/hospitalization, dental and/or prescription insurance to "buy in" to that insurance with these limitations:
 1. For health/hospitalization and dental, if the employee buys in and then drops the insurance, if he/she tries to buy-in again he/she will be subject to proving insurability to the carrier.
 2. For prescription, if the employee buys in and then drops the insurance, he/she will not be permitted to buy-in again.
 3. All enrollments are during the open-enrollment period.
 4. The employee payment will be by payroll deduction.

ARTICLE 8

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

Employees and students shall be protected according to present statutes and law, including but not limited to:

A. *NJSA 18A:6-1 - CORPORAL PUNISHMENT OF STUDENTS:*

"No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonably necessary:

1. To quell a disturbance, threatening physical injury to others
2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil
3. For the purpose of self-defense
4. For the protection of persons or property and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this section. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void."

B. *NJSA 18A:16-6 - INDEMNITY OF OFFICERS AND EMPLOYEES AGAINST CIVIL ACTIONS*

"Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher or person assigned to other professional pre-teaching field experience, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teacher or other assignment to professional field experience, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses."

C. *NJSA 18A:16-6.1 - INDEMNITY OF OFFICERS AND EMPLOYEES IN CERTAIN CRIMINAL ACTIONS*

"Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the board of education shall reimburse him for the cost of defending such proceeding including reasonable counsel fees and expenses of the original hearing or trial and all appeals."

Employees shall immediately report cases of assault suffered by them in connection with their employment by filing the appropriate forms with their principal or other immediate supervisor.

ARTICLE 9

DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its employees dues for the Berkeley Township Education Association, the Ocean County Council of Education Association, the New Jersey Education Association and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (*NJSA 62:14-5,9E*) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Berkeley Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Associations. Employee authorizations shall be in writing on the appropriate form.

B. Each of the Associations named shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

C. Additional authorizations for dues deducted may be received after August 1 under rules established by the State Department of Education.

D. The filing of notice of an employee's withdrawal shall be made prior to December 1 and become effective to halt deductions as of January 1 or June 1 to become effective to halt deductions as of July 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE 10

EMPLOYEE-ADMINISTRATION LIAISON

A. The Berkeley Township Education Association shall select a Liaison Committee for each school building, which shall meet with the building principal on request by either party for the duration of the school year. The purpose of this committee will be to review and discuss local school problems and practices, and to play an active role in the recommendation for revision or development of building policies. This committee shall consist of not more than one (1) member for each ten (10) teachers in the school building, but shall in no event have less than two (2) members. The Liaison Committee will also have one support staff member on it. Meetings shall be held at mutually agreeable times.

B. Teacher representatives (one (1) from each school) shall be appointed by the Berkeley Township Education Association Executive Board to meet with the Superintendent on request by either party during the school year to review and discuss current school problems and practices and the administration of this Agreement. The teacher representatives may include, but not be limited to, members of the Berkeley Township Education Association Executive Board. One support staff member shall also be appointed by the B.T.E.A. The Berkeley Township Education Association President and the Building Principals may be included as ex-officio members. Meetings shall be held at mutually agreeable times.

C. The liaison committee will also serve as a vehicle to discuss matters relating to curriculum improvement, extra-curricular programs, and any other matter regarding the effective operation of the District.

- D. The liaison committee may request a meeting with the appropriate committee of the Board. This meeting shall take place within a reasonable period from the time of the request.
- E. Any mutual understandings reached as a result of these meetings, shall be promptly reported to the Superintendent of Schools, in order that he may properly inform the Board of Education.
- F. Discussions under the provisions of this article shall not be subject to negotiations.

ARTICLE 11

REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to eighty-five percent (85%) of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees in accordance with paragraph 2. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

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 membership year in question. The deductions will begin with the first paycheck paid:

- a. ten (10) days after receipt of the aforesaid list by the Board; or,
- b. thirty (30) days after the employee begins his or her 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 on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminated his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

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.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for I in paragraph 1. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. the Board gives the Association timely notice in writing of any claim, demand, suite or other form of liability in regard to which it will seek to implement this paragraph; and
- b. 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.

2. Exception

It is expressly understood that paragraph 1., 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 12

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other revisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be available on the District website.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by email or letter at the following addresses:
 - 1. If by Association - To Board of Education
57 Central Parkway
Bayville, NJ 08721
 - 2. If by Board - To Education Association
Care of the President

TEACHING STAFF

ARTICLE 13

TEACHER IN-SCHOOL WORK YEAR

1. The in-school work year of teachers employed on a ten (10) month basis (other than for new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed 183 days for the 2010-2011 school year and 184 days for the 2011-2012 school year. The work year for the Child Study Team is governed by 3. below. The day before Thanksgiving shall be a four (4) hour session for both students and teachers.
2. The in-school work year shall include days between September 1 and June 30 when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
 - a. A full year of service for a ten-month employee shall be defined as the completion of 92 paid days. A full year of service for a 12-month employee shall be defined as the completion of 122 paid days.
3. The employment year for twelve (12) month Child Study Team employees shall be from July 1 through June 30.
4. The employment year for ten (10) month Child Study Team employees shall be from September 1 through June 30.
5.
 - a. Full-time ten (10) month Child Study Team employees may work up to twenty (20) days over and above the teacher work year. Scheduling of some of these days shall occur in the period between July 1 and August 31 and after student dismissal in June. The Administration may designate days in the last week of August (last five week days) as some of these days. The remaining July 1 through August 31 days, if any, shall be scheduled by mutual agreement between the individual employee and the Superintendent. The parties agree to consult with regard to the scheduling of the above days.
 - b. The summer workdays for ten (10) month CST members shall be determined by June 1st and included in their contract. Payment for these summer days shall be made in two (2) payments, one in July, one in August, and one in June providing documentation is received in the payroll department five (5) days prior to the last business day in June.
 - c. During the period the school calendar is in effect, Child Study Team employees shall be required to work the same days as teachers. Part-time unit members who work less than five (5) days per week shall work the days scheduled.
 - d. The Board shall grant July 4 as a legal holiday with pay to twelve (12) month Child Study Team employees.
6. Vacation - Twelve Month Employees
 - a. Each twelve (12) month employee shall receive a paid summer vacation period of twenty (20) working days, which are not accumulative and shall be taken during July and August. Vacation may not be used during the two (2) week period before school commences.

- b. New twelve month employees beginning work between July 1 and December 31 shall earn twenty (20) days of vacation as of the following July 1st. Any twelve month employee beginning work on or after January 1 in a year shall be credited with two (2) days' vacation per month worked between the first day of work and June 30.
- c. All vacation amounts under a. and b. above shall be credited to the employee on the July 1st following when it is earned.
- d. Any full-time twelve-month employee who leaves prior to using his/her vacation which was credited on the previous July 1 shall be paid for all unused vacation days. In addition, any employee who has reached his/her first anniversary date of employment by the date of a separation shall be paid at the rate of two (2) days vacation for each month worked by the date of separation but not to exceed twenty (20) days total Vacation for any July 1 through June 30 period.
- e. To earn credit for a month under b. and d. above, the employee must have been in a pay status for at least one day during that month.

ARTICLE 14

TEACHER WORKDAY AND RESPONSIBILITIES

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
- B. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in/sign-out" roster on arrival and departure and at lunch time if the individual teacher leaves the building. Teachers shall verify "sign-in/sign-out" sheets at the end of each week. When working in individual schools, each Child Study Team employee shall indicate his/her presence for duty by placing a check mark in the appropriate column next to his/her name on the faculty "sign-in/sign-out" roster. Each Child Study Team employee is to personally inform the building principal when the principal is available when he/she is leaving the building for the day and is to check out on the roster.
- C. The arrival and departure times for all teachers shall be designated by the Superintendent prior to the school year. Teachers will be required to be in their classrooms ten (10) minutes after their designated arrival time, unless on duty, and will be able to leave fifteen (15) minutes after normal dismissal of pupils, except in cases of emergency designated by the building principal or the Superintendent of Schools. If the Board intends to change the starting time for teachers on a regular basis, it shall give the Association written notice of such a change, at least three (3) months prior to the change.
- D. Exceptions to arrival and departure times will occur when meetings are scheduled, or when educational trips run beyond the normal hours.
- E. In the event there are to be double sessions, the Board shall enter into negotiations with the Association over negotiable workday provisions for special subject teachers prior to the implementation of double sessions.
- F. During full sessions, when Superintendent's meetings are called, the designated departure time may be extended to, but will not exceed one hour from the start of the meeting. In the event of double sessions,

Superintendent's meetings will be conducted twice, one for the A.M. session and one for the P.M. session. The P.M. teachers will come in one hour earlier and the A.M. teachers will remain one hour later. The Superintendent's meetings shall begin no later than ten (10) minutes after the designated departure time of pupils in the last school scheduled to dismiss. Teacher attendance shall be mandatory. If the Superintendent's meeting concludes before the normal departure time of a Child Study Team member then the normal departure time shall be honored by that employee.

- G. When individual principal staff meetings or grade level meetings are called, the designated departure time may be extended sixty (60) minutes from the start of the meeting. Principals' meetings shall begin no later than ten (10) minutes after the pupils regularly scheduled departure time. Teacher attendance shall be mandatory. If the Principal's meeting concludes before the normal departure time of a Child Study Team member then the normal departure time shall be honored by that employee.
- H. "Any teacher employed in both morning and in afternoon sessions shall be entitled to a duty-free lunch period during the hours normally used for lunch periods in the school. Such duty-free lunch period shall not be less than thirty (30) minutes except in a school where the lunch period for pupils is less than thirty (30) minutes, in which case the duty free lunch period shall not be less than the lunch period allowed pupils." (Commissioners Rules and Regulations - 1964 - Section No. 28)
- I. 1. The length of the workday for full-time employees shall be six (6) hours, fifty-five (55) minutes inclusive of a forty (40) minute duty-free preparation period, a thirty (30) minute lunch period, and arrival and dismissal time. One preparation period per week may be utilized for teacher collaboration, as requested by the Principal. Any preparation time that is lost due to an emergency procedure will not be replaced. An emergency procedure is inclusive of the following: fire drills, evacuations, lock downs, and other emergency procedures as determined by the school principal or superintendent. The workday may be extended by the provisions of P. below and by extra-curricular assignments.
- 2. The daily hourly teaching load in the elementary schools of Berkeley Township, under full sessions, will consist of five (5) hours and forty-five (45) minutes of classroom, small group, or individual pupil contact.
- J. School nurses shall remain on campus throughout the school day however, will notify Principal/Main office if leaving.

4. CHILD STUDY TEAM

- a. The workday for ten (10) month Child Study members shall be six hours, forty-five minutes (6 3/4) with thirty (30) minutes for lunch with exceptions as outlined under A., F. and G. above and under P. below. The workday for Child Study Team Members, if designated as twelve (12) month employees, shall be seven hours, fifteen minutes (7 1/4) with thirty (30) minutes for lunch with exceptions as outlined under A., F. and G. above and under P. below.
- b. It is the responsibility of Child Study Team employees to adjust their working time as may be needed to provide reasonable opportunity to parents whose availability is limited for necessary interviews.
- J. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period. Teachers shall make the appropriate check on the Sign-in and Sign-out Roster at lunch time.
- K. Educational trips are to be normally scheduled during the pupils' school day. On occasion it is necessary

for teachers to overextend these hours. Educational trips will conform to the Board Policy outlined for educational trips.

- L. Teacher participation in education trips which extend overnight or on weekends shall be voluntary.
- M. Teacher participation in extra-curricular activities shall be, whenever possible, voluntary, and shall be compensated at the rate of pay in Appendix 1. In the event there are no qualified volunteers for the positions listed in Appendix 1, the Board of Education may appoint qualified personnel to fill the positions.
- N. All employees as defined in Article 1, A. 1) shall be required to accept responsibility for various duties as indicated below:

- 1. Cafeteria Duty
- 2. Playground Duty
- 3. Bus Duty

All responsibilities and duties not related to the teachers' normal work load shall be negotiable only in reference to extra compensation for such duties.

- O. Teachers may not leave the building when sharing teachers and/or special subject teachers are conducting lessons in their classrooms. Teachers shall remain in the classroom during the time when sharing teachers and/or special subject teachers conduct lessons for such time as necessary to be aware of the lesson that is being conducted and to provide the necessary follow-up of that lesson if the need presents itself.

P. FACULTY MEETINGS

- 1. Faculty meetings generally will take place on Wednesdays after school or before school with majority of staff agreement. If a meeting is scheduled other than on a Wednesday, at least 48 hours notice will be provided. Meeting days other than a Wednesday will be limited to one a marking period.
- 2. Three faculty meetings per month may be conducted either on a local school basis or on a district-wide basis by the Superintendent, his/her designee or building principal.
- 3. The third Wednesday of each month will be set aside for B.T.E.A. meetings. If school is not in session on the third Wednesday, the following Wednesday shall be set aside for B.T.E.A. meetings. This designation of the fourth Wednesday shall occur no more than two (2) times per school year. Designation of B.T.E.A. meeting dates shall be made by the Superintendent and the Association President before September 1 each year. In the event of an emergency situation, the principal or the Superintendent may call an emergency meeting on any day of the week, notwithstanding 1. above.
- 4. Teachers are required to keep Wednesday available for meeting days. In the event that courses are only scheduled on Wednesdays, the teacher shall consult with the Superintendent to determine if exclusion from the meeting is possible. The Superintendent will evaluate the number of requests for exclusion and shall make decisions accordingly. The teacher who is excused for course work shall make him/herself available for meeting review if it is determined by the person who conducted the meeting that such a review is needed.

- Q. For the promotion of good public relations, the Berkeley Township Education Association shall provide teacher representation at all P.T.A. meetings. Attendance by all staff members shall be required at the annual Back-to-School Night. To promote good public relations, and to inform the citizens of our special education programs, Child Study Team employees may be required to attend and/or speak before professional groups, PTA groups, citizen groups and Board-sponsored activities.
- R. One in-service day shall be an early dismissal day for teachers.
- S. Teacher attendance shall be required at one (1) evening parent-teacher conference; two (2) afternoon parent-teacher conferences; and one (1) back to school night. On the dates of the parent-teacher conferences, there shall be a four (4) hour schedule for students. On such days, there shall be a four (4) hour schedule for students. Evening parent-teacher conference times shall not exceed two and one half (2½) hours per evening, unless by mutual agreement, the principal and the involved staff member(s) would prefer, for parent convenience, to otherwise utilize the seven and one half (7½) evening hours provided for parent/teacher conferences. Additionally, teachers shall be required to attend at least one (1) PTA meeting or function per year.
- T. The Association and its individual members shall identify and protect all property of the Board of Education, employees, parents, and pupils against loss, damage, or deliberate destruction, and shall report any loss, damage, or destruction of property which occurs at any time during contracted hours. This reporting shall be to the local building principal.

U. NON-TEACHING DUTIES

The Board and Association acknowledge that the teacher's primary responsibility is to teach and that their energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

- 1 Teachers shall not be required to perform the following duties:
 - a. Non-professional assignments, including but not limited to milk and food distribution in the classroom and cafeteria, or any duties ordinarily performed by cafeteria personnel.
 - b. Counting or accounting for money from students.
 - c. Delivering books to or from classrooms.
 - d. Keeping New Jersey School Registers.
2. LUNCHROOM DUTY
 - a. Teachers assigned lunchroom duty shall not be denied a duty-free lunch or preparation period on the day the duty is assigned.
 - b. Whenever possible, teachers shall only be assigned one lunchroom duty per week.
 - c. Every effort will be made to assign hourly supplemental teachers to lunchroom duty.
3. Teachers shall not be required to drive students to activities which take place away from the school building.

4. For the duration of this contract, Standardized Achievement Tests will be machine scored. Teachers will continue to plot individual pupil profiles and enter scores on cumulative record folders. There may be times when counselors or teachers will be asked to hand score some standardized tests (e.g. new students, make-up due to absences, special immediate need, etc.).

ARTICLE 15

TEACHER EMPLOYMENT

- A. Teachers shall be notified of their contract and salary status if a salary agreement has been negotiated for the ensuing year as soon as possible, and in compliance with statutes or regulations. The deadline for notification of contract and salary status of employees hired on or after January 1 shall be May 30th.
- B. Prior to April 1, each teacher and instructional staff member who wishes to change duty assignments shall present to the Superintendent a written statement of his preference for assignment for the following school year. Such statement shall be specific regarding the teacher's preference for regular instructional assignment and any extra duty preferences.

Each request shall include:

1. Specific evidence of his professional preparation for the requested assignment, including semester hours and grades earned in such preparation.
2. A specific statement of past professional experience in the type of assignment being requested.

Every consideration will be given to staff member requests, but final authority for placement and transfer must be reserved for the Superintendent of Schools under current legislation outlining his duties and responsibilities.

- C. 18A:27-10 - NON-TENURE TEACHING STAFF MEMBERS: OFFER OF EMPLOYMENT FOR NEXT SUCCEEDING YEAR OR NOTICE OF TERMINATION BEFORE MAY 15:

On or before May 15 in each year, every board of education in this state shall give to each non-tenure 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 policies of the Board of Education, or 2) a written notice that such employment will not be offered.

- D. 18A:27-11 - FAILURE TO GIVE TIMELY NOTICE OF TERMINATION AS OFFER OF EMPLOYMENT FOR NEXT SUCCEEDING YEAR:

Should any board of education fail to give to any non-tenured teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act, then said board of education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the board of education.

E. 18A:27-12 - NOTICE OF ACCEPTANCE: DEADLINE:

If the teaching staff member desires to accept such employment, he shall notify the Board of Education of such acceptance, in writing, on or before June 1st, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance, the provisions of this article shall no longer be applicable.

- F. Tenure teachers who wish to resign or retire shall notify the Superintendent of Schools, in writing, at least sixty (60) days prior to the effective date of said resignation or retirement.

ARTICLE 16

TEACHER SALARIES AND HOURLY RATES

1. The basic salaries in this guide are expected to cover all services rendered by the teacher in connection with teaching assignment, supervision of students, in-service improvement programs, and any other duties pertaining to school activities and administration.
 - a. Ten-month Child Study Team employees shall receive the appropriate salary from the applicable guide. For days worked under the provisions of Article 13(5)(a), the employee shall receive per diem payment at the annual rate (including "career in-service increment") in effect at the time the work is performed.
 - b. Twelve-month Child Study Team employees shall receive the appropriate salary from the applicable guide plus a twenty-two and one-half percent (22½%) ratio for work beyond the teacher calendar.
2. When a member of the professional staff acquires a Master's Degree or a Doctorate conferred by a college or university whose courses are acceptable to the New Jersey Board of Examiners, or acquires fifteen (15) or thirty (30) credits beyond the Bachelors Degree or fifteen (15) or thirty (30) credits beyond the Masters Degree, the teacher shall be placed on the proper column of the salary guide. This adjustment will be recommended to the Board of Education by the Superintendent of Schools when official transcripts are submitted to the Superintendent of Schools by November 15 for movement across the salary guide with credits, once a year, January 1.
3. CREDIT ON THE GUIDE
 - a. Credit for military service up to a maximum of four (4) years of credit, and/or up to two (2) years of service in the Peace Corps shall be granted on the appropriate salary schedule.
 - b. No new employee shall be paid more than teachers presently employed for the same years of experience and credits, degrees and/or military service and/or Peace Corps service.
 - c. Prior teaching experience, military service, or Peace Corps service shall be verified and evaluated by the Superintendent of Schools.
 - d. The Board may grant additional credit on the guide to Child Study Team members at the time of initial employment for prior, related private sector experience. Such determinations shall not be subject to Article 3, Level 5.

4. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Direct Deposit is required for all paychecks.
5. Teachers may individually elect to have part of their monthly salary deducted from their pay and deposited in First Financial Federal Credit Union. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay in June. (Reference is noted to *NJSA* Title 18A:29-3).
6. When a payday falls on or before a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
7. Teachers shall receive their final checks and pay schedule for the following year on the last scheduled workday in June. (Particular reference is given to *NJSA* 18A:29-4 "Withholding Salary for Failure to Perform Duties"). "The Commissioner shall direct the custodian of school monies of any district who shall neglect or refuse to perform any duty imposed upon him by law or by the Rules of the State Board until the receipt of notice from the Commissioner that such teacher has performed the duty."

8. IN-SERVICE INCREMENTS

- a. In-service increments shall be given to all Instructional employees for continuous service in the district as shown on Appendix 2 - Salary Guides.
- b. Effective July 1, 1990, in-service increment records shall be compiled by crediting each teacher on staff as of that date with their total number of years served in Berkeley. All partial years' service shall be rounded up to the next whole year.
- c. Effective July 1, 1991, only full years of service shall be credited. In order to receive a year of service credit, a ten-month teacher must be in a pay status for ten (10) months and a twelve-month teacher must be in a pay status for twelve (12) months.

9. CHILD STUDY TEAM EMPLOYEES

- a. Child Study Team employees shall be required to use their private vehicles for their transportation in the completion of their duties and responsibilities. The Board will pay to twelve (12) month employees a flat fee of \$300 per contract year for all in-district travel including home visits. this fee will be payable in equal monthly installments of \$25.00 per month. The vehicle allowance for CST members shall be pro-rated for part time employees and for any summer work for non 12 month employees. Child Study Team members who are assigned to one school and only work at that school shall not be eligible for this stipend.
- b. Out-of-district travel for Child Study Team employees will be paid at the per mile rate established by Internal Revenue Service (IRS).

10. LICENSURE REIMBURSEMENT

- a. The Board shall reimburse OT, PT, speech therapists and Nurses up to \$150 per year per person for the cost of license renewal.

ARTICLE 17

TEACHER VACANCIES AND PROMOTIONS

- A. Promotional positions are defined as follows: "Positions paying a salary differential and/or positions on the administrative/supervisor levels of responsibility."
- B. The qualifications for the position and its duties shall be set forth by the Superintendent of Schools. Written notice shall be posted on faculty bulletin boards.
- C. Teachers who desire to apply for such vacancies shall submit their applications, in writing, to the Superintendent within the time limit specified in his notice. Applications shall be kept on file in the Superintendent's Office for a period of two (2) years from the date of submission for consideration for future vacancies.
- D. Teachers who desire to apply for a promotional position which may be filled during the summer period, when school is not regularly in session, shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer.
- E. All qualified teachers shall be given adequate opportunity to make application. The Board agrees to give consideration to the professional background and attainments of all applicants and other relevant factors. No position shall be filled until all properly submitted applications have been considered. In filling such vacancies, preference may be given to qualified teachers already employed by the Board of Education when all other factors are equal. Final decisions by the Board of Education are neither grievable nor arbitrable.

ARTICLE 18

TEACHER FACILITIES

- A. Each school shall have the following facilities:
 - 1. Space in each classroom in which teachers may store instructional materials and supplies.
 - 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 - 3. An appropriate furnished room, which shall be reserved for the exclusive use of teachers as a staff lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
 - 4. The administration will provide facilities for parent/teacher telephone conversations and conferences.
 - 5. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher.
 - 6. Well-lighted and clean teacher restrooms, separate for each sex and separate from the student restrooms.

7. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 8. Copies, exclusively for each teachers use, of all texts used in each of the courses he is to teach.
 9. Adequate chalkboard space in every classroom.
 10. An adult dictionary in every classroom.
 11. Adequate books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.
 12. Air conditioning for the teachers' room.
- B. A New Jersey approved work area for teachers who work in more than one school building shall be assigned to them to permit the effective discharge of their responsibilities to their pupils. Such teachers shall be assigned a single classroom or office for their exclusive use outside of regular teaching hours, with a desk or other equivalent facility and a place to store materials and supplies for their personal use.
 - C. Upon request of the Association, vending machines shall be installed in the teachers' lounge and teachers' lunchroom areas. The profits from all such machines shall be placed in a student scholarship fund created for that purpose.
 - D. The Association shall be allowed to install a telephone in each teacher's room at its own expense.

ARTICLE 19

TEACHER SICK LEAVE

A. TEACHERS

1. DEFINITION OF SICK LEAVE: (NJSA 18A:30-1)

"Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household."

2. "All persons holding any office, position, or employment in all local school districts, regional school districts or county vocational schools of the state who are steadily employed by the Board of Education or who are protected by tenure in their office, position, or employment under the provisions of this or any other Law, except persons in the classified service of the Civil Service under Title 11, Civil Service of the revised statutes shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year."

In this district, ten (10) days shall be the maximum granted per year. However, Child Study Team members employed on a twelve-month basis shall receive twelve (12) sick days per year. Accumulated sick leave shall be governed by paragraph 6. of Section A.

3. Employees newly hired on or after October 1 shall be credited, at the time of hire, with accumulative

sick leave days equal to the number of months remaining in the work year. For the purposes of this section, any portion of a month constitutes a full month.

4. CREDIT FOR UNUSED SICK LEAVE FROM ANOTHER SCHOOL DISTRICT: (*NJS*A 18A:30-3.2)

"Whenever a board of education employs any person who has an unused accumulation of sick leave days from another school district in New Jersey, the employing board may grant, not later than the end of the first year of employment, part or full credit therefore. The amount of any such credit shall be fixed by resolution of the board uniformly applicable to all employees and subject to the provisions of this chapter." (A certificate verifying this unused sick leave is necessary and is regulated by *NJS*A 18A:30-3.3).

Under the conditions allowed by Title 18A:30-3.2, the board of education may grant up to a maximum of ten (10) sick leave days which have been accumulated by a teacher in other districts within the State. To receive credit for these days, application must be made to the Superintendent in writing within six (6) months after the employee serves the first day of the first school year. No request for transfer of unused sick leave will be made after this time.

5. RESTORATION OF SICK LEAVE:

Previously accumulated unused leave days may be restored to a returning teacher upon the recommendation of the Superintendent and approval by the Board of Education. The Administration shall inform the returning employee of the number of accumulated sick leave days which shall be restored. This notification shall be in writing and shall occur prior to the Board's vote to appoint. Any request for additional previously accumulated sick leave time must be made to the Superintendent in writing prior to the Board's vote to appoint.

6. ACCUMULATED SICK LEAVE: (*NJS*A 18A:30-3)

"if any such person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years."

7. PHYSICIAN'S CERTIFICATION REQUIRED FOR SICK LEAVE: (*NJS*A 18A:30-4)

"in case of sick leave claimed, a board of education may require a physician's certificate to be filed with the Secretary of the Board of Education in order to obtain sick leave."

8. PROLONGED ABSENCE BEYOND SICK LEAVE PERIOD: (*NJS*A 18A:30-6)

"When absence, under the circumstances described in section *NJS*A 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the board of education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the board of education in each individual case. A day's salary is defined as 1/200 of the annual salary."

9. PAYMENT OF SICK LEAVE FOR SERVICE CONNECTED DISABILITY: (*NJS*A 18A:30-2.1)

"Whenever any employee, entitled to sick leave under this chapter is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections *NJSA* 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 Labor and Workers' Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workers' compensation award made for temporary disability."

B. ALL EMPLOYEES

1. The definitions of an employee's right to sick leave, amount of such leave and related topics is governed by statute and Civil Service Regulations.
2. Employees unable to report to work because of illness must notify the designated secretary or supervisor according to the instructions of the Superintendent of Schools.
3. A day's salary for sick leave purposes is defined as the number of hours per which the employee is normally scheduled.
4. All days allowable sick leave not utilized in any year shall be accumulated to be used as additional sick leave in subsequent years.
5. The parties agree to maintain a mutually acceptable sick leave bank as described in PL 2007, C 223.

C. PAYMENT FOR UNUSED SICK LEAVE

TEACHERS

- a. The parties agree to a payment for accumulated sick leave upon separation after a minimum of ten (10) years of employment in the district under the following conditions:
 - (1) The employee must apply and qualify for a TPAF pension.
 - (2) Only days earned in Berkeley Township shall be paid for at the time of retirement. Days granted by the Board under A. above shall be deducted from accumulated leave for said payment.
 - (3) Reimbursement rate:
For accumulated days from 1 through 150 - \$100 per day
 - (4) One hundred fifty (150) days maximum limit - \$15,000 limit.
 - (5) The provisions of C.a. shall apply to any employee who passes away or who becomes permanently disabled.
 - (6) The employee or his/her Estate shall have the option of receiving said monies in no more than two (2) payments to be made not longer than one (1) year from retirement, death or permanent disability.

- (7) In order to be eligible for payment under C.a. the employee must have at least thirty (30) accumulated sick leave days.

ARTICLE 20

TEACHER SHORT-TERM LEAVES OF ABSENCE

A. ALL EMPLOYEES

1. The employee is entitled to five (5) consecutive weekdays, per event, following the passing of an immediate family member as defined below. Bereavement days shall be taken consecutively beginning on the day after the death or beginning on the first date of the service. Weekdays include Monday through Friday. Saturday and Sunday are not counted as bereavement days. At the request of the member, two consecutive bereavement days of the allotted five may be held in abeyance for use related to the affairs of the departed but must be used within one calendar year from the date of death. The two consecutive days held in abeyance cannot be used the day before or after a holiday or holiday weekend. If the death and related service occurs over the summer break, winter break, and spring break, the two consecutive days are the only days available to the employee.

Immediate family shall be interpreted to mean father, mother, spouse, civil\domestic partner, child, brother, sister, step-parents, step children, grandparents, grandchildren, mother in-law, father-in-law, or any member of the immediate household of the employee.

The employee shall provide proof of passing which may include the obituary, funeral program, or prayer card. When those items are not available, the employee shall provide the name of the deceased, date of the death, city of death and relationship to the deceased.

2. All leaves of absence granted to employees entering military service shall be governed by the New Jersey Statutes.
3. Regular employees shall be granted permission to engage in military reserve field training without deduction to pay as set forth in the New Jersey Statutes. There shall be strict adherence to New Jersey State Statutes concerning pay for the employee while the employee is away on this leave. Whenever possible, reserve field training shall be conducted during summer months or when school is closed for pupils.
4. In the event of the death of a fellow employee or student, in the Berkeley Township School District, the Superintendent of Schools may grant permission to an appropriate number of employees to attend the funeral services.
5. All twelve (12) month employees shall receive an allowance of a maximum of three (3) and ten (10) month employees shall receive an allowance of a maximum of two (2) days in any school year shall be granted with or without pay for emergency reasons. The definition of emergency shall mean a situation that cannot be foreseen or planned for in advance. The granting of emergency requests with or without pay shall be a matter of discretion of the Superintendent of Schools.

B. TEACHERS

1. Emergency Requests
 - a. The definition of emergency shall mean a situation that cannot be foreseen or planned for in advance. Up to a maximum of four (4) days in any school year, for personal leaves of absence, with or without pay, shall be a matter of discretion of the building principal and the Superintendent.
 - b. Personal days shall not be granted on the day before or after a holiday, a recess period or on an in-service day.
 - c. All unused personal days (two) under 1. above at the end of the school year, shall be accumulated as sick leave.
 - d. Other temporary leaves of absence with pay may be granted by the Board of Education for good reason upon the recommendation of the Superintendent of Schools.
2. Leave may be granted on the recommendation and authorization of the Superintendent of Schools and limited to attendance and participation in professional meetings, conferences, workshops, seminars, and visitations to other school systems, not to exceed three (3) days in any one year. A complete report describing the professional activity shall be filed with the Superintendent of Schools.

ARTICLE 21

TEACHER EXTENDED LEAVES OF ABSENCE

A. ALL EMPLOYEES

All leaves of absence granted to employees entering military service shall be governed by the New Jersey Statutes.

B. TEACHERS

1. Disability Leave For Maternity
 - a. Disability leave for maternity is a period of time for the purpose of giving birth to a child when the employee is physically unable to perform her duties as certified by her physician. Concurrence of the school physician may be required by the Board of Education.
 - b. Disability leave shall commence and terminate on the date requested by the employee governed by the terms of c. below. Whenever possible, the district shall be notified at least six (6) weeks prior to the commencement of the leave and shall be informed of the date of return to active status.
 - c. Any pregnant employee will be deemed eligible for sick leave to the extent allowable or to utilize accumulated sick leave commencing twenty (20) days prior to the expected date of birth (whichever date last occurs) and shall continue until twenty (20) working days or one (1) month after the birth of the child (whichever date first occurs).
 - d. No employee shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the grounds that

there has not been a time lapse of specific duration between childbirth and the desired date of return.

- e. The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician, with the concurrence of the school physician, that she, is medically able to continue working.
- f. The Board shall not discriminate against any person in violation of *N.J.S.A. 10:5-1, et seq.* The Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

2. Child-Rearing Leave-Natural Childbirth or Adoption

- a. A non-tenured teacher or an employee with less than three (3) years of working experience in the Berkeley Township Schools shall be granted a child-rearing leave, without pay, for the remainder of the current school year in which the child is born or adopted.
 - b. A tenured teacher or an employee with more than three (3) years of consecutive experience in the Berkeley Township Schools shall be granted a child-rearing leave, with or without pay, for the remainder of the current school year in which the child is born or adopted and for one (1) additional school year immediately thereafter. This extension for one additional school year shall be made, in writing, to the Superintendent of Schools not less than ninety (90) days prior to the end of the current school year in which the child-rearing leave began.
 - c. While child-rearing leaves under b., above, are either for the balance of the year in which the child is born or for that period and for the full school year after the child is born, nothing in the above language shall prevent a tenured employee and the Board from agreeing that a tenured employee may return on other than the beginning of a school year if such return is administratively convenient to the Board. Such decision is not grievable.
 - d. In order to receive such a leave under a. or b. above, the employee must apply for it in writing at least sixty (60) days before its commencement. In the case of adoption, since the date of custody cannot be predicted in all cases, notice shall be given in writing at least sixty (60) days prior to the anticipated date of custody if possible and, if not, as soon as practicable.
 - e. In the case of natural childbirth, child-rearing leave must commence immediately following the last sick leave day under B. 1. b. above.
 - f. In the case of an adoption, child-rearing leave shall commence upon their receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for adoption.
 - g. No teacher on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the Berkeley Township School District in the area of her certification or competence.
3. The Board shall grant a leave of absence without pay to any teacher to run for or serve in a state or national public office, such leave to be for a period of not less than two and one-half (2½) months (September 1 to November 15) nor more than one (1) school year at a time, subject to the possibility of individual's yearly renewal. The School Board must be notified of a teacher's intention to seek office no later than July 1st, preceding the September in which such leave is to begin.

4. Upon return from leave granted pursuant to the preceding sections, the teacher shall be placed on the salary schedule at the next step or level provided the teacher has been in attendance for ninety-two paid days of the year in which the leave was granted. All adjustments to the salary guide for this step or level shall be provided to the teacher, but he shall not be advanced additional steps on the salary guide while he is on his leave of absence. Time spent on such leave shall not count toward fulfillment of time requirements for acquiring tenure.

ARTICLE 22

TEACHER HOLIDAYS

a. The following days shall be recognized as legal holidays. Teachers shall be granted these days off with pay when school is not ordinarily in session.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Monday	Thanksgiving Friday
Memorial Day	Christmas Day

b. For each of the following holidays, the Superintendent may schedule alternative days off, in consultation with the Association and with notification by September 1:

Columbus Day	Lincoln's Birthday
Election Day	Presidents' Day
Veteran's Day	Easter Monday
Martin Luther King Day	

c. Holidays falling on Saturday shall be observed on the Friday preceding the holiday. Holidays falling on Sunday shall be observed on Monday following the holiday.

ARTICLE 23

TEACHER PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. The Berkeley Township Board of Education will work jointly to establish a local committee (along prescribed Board of Education guidelines) to monitor the State's new Professional Development Proposal. The parties agree that this matter be subject to a future sidebar agreement once the entire process is clarified by the State Department of Education.
2. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.

3. The Board of Education shall reimburse employees for tuition fees. Courses must be in the elementary area or related to the Berkeley Schools curriculum and must receive prior approval of the Superintendent of Schools. The determination of the Superintendent shall not be the basis for a grievance to proceed to Level 5 of Article 3.
4. Courses taken without approval shall be disallowed.
5. To be eligible for approval, course work shall be at the graduate level (providing these graduate courses are not to be used for certification purposes). Undergraduate courses may be reimbursed at the sole discretion of the Superintendent. The determination of the Superintendent shall not be the basis for a grievance to proceed to Level 5 of Article 3. Upon successful completion of the course with a grade of "B" or better, official transcripts and receipts for tuition paid shall be submitted to the Superintendent.
6. Reimbursement shall be made for the actual cost of tuition, not to exceed the current tuition cost of a 3 credit graduate level course at Rutgers University. Payment shall be made before the end of October of the next school year. In the event a teacher leaves the district prior to the completion of the next school year due to level of absence, resignation or dismissal, the amount of reimbursement made shall be deducted from the teacher's final pay.
7. Mentoring Program Fees. Teachers shall be responsible for payment of all mentoring program fees. In the event that the Board receives State funding to offset the cost of the mentoring program, the teacher shall be responsible for payment of the difference between the mentoring program fee and the proportionate amount of State funding received by the Board to offset the same.
8. Tuition reimbursement shall be subject to a maximum of \$20,000 per year of this Agreement for the entire BTEA.
9. **Effective July 1, 2021 and beginning with classes approved in the 2021-2022 year, employees must remain employed with the District for two full years after receipt of tuition reimbursement or they owe repayment of the tuition as follows:**
 - 100% for resignation prior to completion of one year;
 - 50% for resignation prior to completion of two years;
 - 0% after the completion of two years.

The Board shall deduct repayment from the employee's final two paychecks as necessary to cover the cost of repayment.

ARTICLE 24

TEACHER OBSERVATION AND EVALUATION PROCEDURES

1. Teachers shall be observed through classroom observation by a certified supervisor to be followed in each instance by a written classroom observation report and by a conference between the teacher and the supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Each teacher shall receive a summary evaluation and a P. I. P. by May 1 of each year. Each observation shall consist of a complete lesson in the elementary schools.
2. The Board shall comply with applicable statute(s) and/or rules and regulations concerning the

frequency of evaluation.

3. Classroom visitations/observations and/or evaluations shall not occur on the same day. All visitations, observations and evaluations shall occur in the same work year.
4. All observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address and similar surveillance devices shall be strictly prohibited.
5. a. No observation report or evaluation report shall be submitted to the Superintendent's Office, placed in the teacher's file or otherwise acted upon, without prior conference with the teacher.
b. No teacher shall be required to sign a blank or incomplete observation or evaluation form.
c. Teachers must sign all copies of observation or evaluation forms in the presence of the evaluator or observer at the conclusion of the conference described in Paragraph 1. A signature on the form does not indicate agreement with the context but merely indicates that a conference was conducted.
d. In the event a teacher refuses to sign an observation or evaluation form as required in Paragraph 5, c. above, the supervisor shall so notate on the form and forward a copy to the Superintendent's Office for placement in the teacher's file.
e. A teacher who disagrees with an observation or evaluation report may, within ten (10) days of the conference, submit a statement to the supervisor and to the Superintendent of Schools. This statement shall be attached to the supervisor's and the Superintendent's copies of the observation or evaluation report.
f. Observation conferences as described in Paragraph A. 1. above shall occur within fifteen (15) calendar days of the observation. Evaluation conferences as described on Paragraph A. 2. above shall occur within fifteen (15) calendar days of the evaluation.

SUPPORT STAFF

ARTICLE 25

SUPPORT STAFF WORK YEAR

- 1.a. The work year for ten (10) month bus drivers shall be one hundred eighty-three (183) days and shall run between September 1 through June 30. In addition, annual base pay shall include the first ten (10) days' vacation. Vacation amounts above ten (10) days per year shall be paid to employees in a separate check in June of each year. The work year for twelve (12) month unit members shall be from July 1 through June 30. A full year of service for a ten-month employee shall be defined as the completion of 92 paid days. A full year of service for a 12-month employee shall be defined as the completion of 122 paid days.
- b. The work year for messenger shall be from July 1 to June 30 (52 weeks per year, 260 days; 1820 work hours).
2. The work year for custodians shall be from July 1 to June 30 (52 weeks per year, 2080 work hours).

3. CAFETERIA PERSONNEL

- a. The cafeteria staff work year shall be 180 days and shall run between September 1st through June 30th. Annual base pay will also include three (3) additional days for those tasks as directed by the cafeteria supervisor for set up, clean up and other tasks.
- b. In addition to the days under a. above, cafeteria personnel may be required to attend two (2) training workshops per year. Any workshops required shall be scheduled with a minimum of thirty (30) days notice on district inservice days.
- c. Holidays shall be regulated according to the approved school calendar each year.
- d. If meetings are held after regular work hours, cafeteria personnel will be paid at straight time hourly rates through the eighth hour worked on that day and at time and one-half over eight hours.
- e. When cafeteria personnel are directed to attend an out-of-district training workshop or program by the Superintendent of Schools or designee, they shall be paid at straight time hourly rates through the eighth hour worked on that day and at time and one-half over eight hours.

4. AIDES

- a. The contractual work year for ten (10) month aides shall be one hundred ninety (190) days and shall run between September 1st through June 30th. Of these 190 days, ten (10) days shall be vacation days which should be scheduled in accordance with Article 33 B.5.b.
- b. Vacation amounts in excess of ten days are not included in base pay, are not pensionable, and shall be paid by a separate check in June of each year.

ARTICLE 26

SUPPORT STAFF WORKDAY

- A. Aides are paid hourly, therefore, all job related meetings shall be conducted during the regular workday. In the event they are not conducted during the regular workday, the aide shall be paid her regular hourly wages. This applies to meetings called by the Superintendent and Building Principals. We understand this does not include meetings called for purposes of negotiations.
- B. 1. All bus drivers shall work six (6) hours per day, subject to the Board's right, in its sole discretion and without further negotiation, to readjust work hours as set forth in Article 27.B. Educational trips, extra runs and other driving assignments which run beyond the six (6) hours workday shall be compensated at the rate listed in Appendix 5. The hours for any bus driver hired before July 1, 2013 who currently has health benefits will not be reduced below 25 hours per week.
 - 2.a. Bus drivers substituting for a Messenger will do so for a full day.
 - b. Bus drivers shall be in their buses five (5) minutes before student dismissal.

- C. All full-time custodians shall work seven and one half ($7\frac{1}{2}$) hours per day and have one-half ($\frac{1}{2}$) hour for lunch (supper). On inclement weather days, the supervisor has the discretion to allow custodians to leave earlier than the normal quitting time if, in his or her determination, all work to be performed by custodians has been completed.
- D. The daily workday for secretaries shall consist of eight (8) hours including a sixty (60) minute uninterrupted lunch hour. Effective July 1, 1997, secretaries shall work a different schedule from July through August 15. The workday shall be reduced to seven (7) hours, including a thirty (30) minute uninterrupted lunch period. From July 1 through August 15 a schedule other than a seven (7) hour work- day may be arranged upon the approval of the immediate supervisor and the Superintendent of Schools. Any shortened day shall consist of no less than three and one quarter ($3\frac{1}{4}$) work hours.
- E. CAFETERIA
 - 1. Employees working full time shall receive a one-half ($\frac{1}{2}$) hour lunch per day. "Full-time" is defined as working seven (7) hours per day (including the half-hour lunch).
 - 2. Overtime payments shall begin with all hours in excess of eight (8) total daily hours.
 - 3. Cafeteria workers are to complete sign in sheets and will personally sign in upon arrival and sign out when leaving work.
- F. OTHER SUPPORT STAFF
 - 1. All Aides, Secretaries and Cafeteria staff are to complete sign in sheets and will personally sign in upon arrival and sign out when leaving work. All support staff shall verify "sign-in/sign" out sheets at the end of the week.

ARTICLE 27

SUPPORT STAFF EMPLOYEES SALARIES AND HOURLY RATES

Increments are not automatic. All increments shall be granted upon the recommendation of the Superintendent of Schools and the approval of the Board of Education. 10-month staff shall be paid in twenty (20) equal semi-monthly installments. 12-month staff shall be paid in twenty-four (24) equal semi-monthly installments. Direct Deposit is required for all paychecks. Each staff member shall receive his\her final paycheck on June 30.

A. AIDES

- 1. Aides will receive a full day's pay when they are required to work at least one (1) hour of a particular workday and are then required to leave school because of emergency closing of school.
- 2. There shall be the following pay procedure for aides:
 - a. Regularly scheduled aides shall receive their base pay in twenty (20) equal installments commencing on September 15 each year.

- b. The Business Office shall calculate the anticipated total annual work hours for each regularly scheduled aide and divide that number of hours by twenty (20) to determine the average hours per pay period. Gross pay per pay period under a. above shall be determined by multiplying the number of hours in the average pay period by the applicable hourly rate of pay.
 - c. Each regularly scheduled employee shall receive a notice concerning anticipated total annual work hours, anticipated starting time, and anticipated average hours per pay period no later than August 15 each year subject to an offer of employment having been issued prior to June 30.
 - d. Calculations of anticipated annual work hours and average hours per pay period are merely for method-of-pay determinations.
 - e. Hours worked by an employee over and above the average hours per pay period and overtime under the Fair Labor Standards Act shall be vouchered. Vacation payments under Article 20 shall be vouchered at the end of the work year.
 - f. On delayed opening days, employees must be present thirty (30) minutes prior to student arrival and shall be credited for a full day's salary. For a day which an employee has taken off (or time during a day) outside of a paid leave provision in this contract, these hours shall be deducted from the next available pay period.
 - g. Regularly scheduled employees shall be eligible to participate in all voluntary employee deduction plans offered to other District employees insofar as the total of all such deductions when combined with voluntary dues deductions and required deductions does not exceed the gross pay per period calculated in b. above.
 - h. Any workshops required shall be scheduled with a minimum of thirty (30) days notice on district inservice days.
3. If clerical work is performed beyond the aide's regular work hours, that clerical work is paid for at the clerical rate. An aide may refuse such work. Such work performed during regular work hours for the aide is paid for at the aide's regular rate.
4. The summer hourly rates for aides shall be as set forth in Appendix 4.

B. BUS DRIVERS

- 1. The bus driver's normal workday shall be considered a six (6) hour workday subject to the Board's right, in its sole discretion and without further negotiation, to increase or decrease bus driver's normal work hours and workday. Each bus driver's hourly rate for the normal workday shall be paid as listed below.
- 2. Since the bus drivers normal workday, subject to the provisions of B.1 above, is considered as a six (6) hour workday, any work hours required beyond the six (6) hour workday shall be paid at the regular hourly rate of pay.
- 3. The individual driver's regularly hourly rate of pay will be paid for any late runs.
- 4. Drivers assigned to kindergarten or special education routes shall be paid according to the schedule of hourly rates found hereinafter in this Article. No driver will be paid more than their regular hourly

rate of pay for any kindergarten or special education route.

5. Trip compensation shall be a minimum of two (2) hours. Emergency evacuation drills shall not be considered a trip, and will be compensated by the time actually spent completing the drill, including bus attendants.
6. Drivers shall be paid a minimum of two (2) hours for any trip canceled with less than two (2) hours' notice.
7. School bus driver workshops, attendance at school transportation meetings, and all other meetings relating to the transportation system shall be considered as part of the drivers annual contractual responsibility. If the Board of Education determines the advisability of sending the drivers to workshops on a County basis, then the Board of Education shall make special arrangements for luncheon and/or dinner costs and mileage for drivers who take groups in their cars. The time involved in the attendance shall be covered by the annual contract.
8. Overtime payments shall begin with all hours in excess of forty (40) hours per week.
9. The basic salaries in the policy and schedule are expected to cover all services rendered by the school bus driver, including:
 - a. The normal functions of providing transportation services for the students to and from school during the calendar school year. This means emergency runs or any runs necessary for this purpose.
 - b. Additional functions such as driving the buses to and from semi-annual inspections, to and from repair garages.
 - c. The summer school hourly rates for bus drivers shall be set forth in Appendix 5.
10. Bus drivers shall be paid for court time when they are subpoenaed as a witness or as a plaintiff in a matter directly job-related. A bus driver shall also be paid for court time if the bus driver is a defendant in a case which is directly job-related, and which has not been filed by a public official and in which all charges have been dismissed.
11. \$300 shall be placed onto the salary guide for all bus drivers for the 2016-17 school year only.

C. CUSTODIANS

1. Custodial employees reporting to work shall work or receive pay for a full scheduled day. No custodial employee shall have his workday schedule curtailed, or in any way diminished unless the employee voluntarily leaves work, or is subject to compensable injury payment.
2. Custodians who have completed their workday and have returned to their homes and are recalled to work by reason of emergency or any other reason being deemed necessary by the employer, or police department, for a specified job, shall be guaranteed a minimum of two (2) hours work at the rate of time and one-half.
3. No custodian shall be required to work during a "state of emergency" as declared by the Governor of the State of New Jersey that directly affects the area in which the employee lives or works.

4. All salary computations for custodians shall be computed on an hourly rate basis. Custodians shall have their salaries computed on fifty-two (52) weeks per year, or two hundred sixty (260) days per year, or two thousand eighty (2080) total hours per year, based on an eight (8) hour workday.
5. Custodians will be given the Internal Revenue Service rate per mile for the use of their private vehicles on school business between schools when required by the Superintendent of Schools or his representatives.

6. OVERTIME

- a. Time and one-half shall be paid for all work beyond the regular forty (40) hour work week when such time is authorized by the Superintendent of Schools or his/her designee. To confirm a past practice, and to clarify the foregoing, work on a paid holiday shall be paid for at time and one-half in addition to the paid holiday.
 - b. Time and one-half shall be paid for all Saturday work and double time shall be paid for all Sunday work after the forty (40) hour work week to all full-time custodians.
 - c. Paid holidays, vacation days and emergency closing days shall be considered part of the forty (40) hour work week.
 - d. If a custodian is called before or after his regular eight (8) hour workday, he is to receive time and one-half for all hours over eight (8) hours which he works.
 - e. If an overtime assignment in a school is not filled by a custodian in that school, the assignment shall be made to the most senior custodian in the other schools who is next on the master seniority list. The list continues from year to year with the first custodian selected for such an assignment being the next one on the list in the prior year.
7. Weekend custodians shall be entitled to salary herein with no fringe benefits.
 8. A day's salary is defined as the number of hours worked per day times the hourly rate of the individual.

D. SECRETARIES

1. School secretaries and clerks shall be employed and paid on a twelve (12) month basis.
2. Time and one-half shall be paid for work beyond eight (8) hours per day when such overtime is requested by the immediate supervisor.
3. Secretarial employees represented under this Agreement may individually elect to have part of their monthly salary deducted from their pay and deposited in Mon-Oc Teachers Federal Credit Union.
4. For an employee to move to the next step of the salary schedule he/she must be employed for a minimum of six (6) months during a twelve (12) month contract period.

E. CAFETERIA EMPLOYEES

1. Time and one-half shall be paid for all work hours over eight (8) hours per day when approved by the

immediate supervisor. This work must be recorded on time cards provided to each of the cafeteria employees.

2. All salary computations shall be computed on an hourly rate basis. If unit employees actually work more than the number of days listed, they shall be paid for all additional hours at the hourly rate in effect for their position by separate voucher at the end of the work month. See Page 10, Item 3a, for Cafeteria Personnel work year.
3. Annual physicals shall be conducted and proof of such shall be submitted to the cafeteria supervisor by November 1st of each year, and all fees for these services not covered by the employees health plan shall be reimbursed by the Board of Education.

4. UNIFORMS

- a. The annual uniform allowance shall be as follows:

2021 – 2024: \$325

- b. White uniform shoes are to be considered part of the cafeteria uniform and will be covered by the uniform allowance, but not mandatory if employee would prefer to use the entire uniform allowance for uniforms and/or approved aprons only.

ARTICLE 28

SUPPORT STAFF VACANCIES, POSTING AND TRANSFERS

A. AIDES

1. Before any advertising of any aide's vacancy by the district, a complete posting of the position shall be forwarded to the President of the Association for distribution among the membership of the Association.
2. In filling aides vacancies, the Board agrees to take into consideration seniority as one factor. Disputes over this provision or its application cannot be subject to Level Five of the grievance procedure.
3. Any aide who wishes a change in category shall notify the Superintendent in writing of her/his preference for assignment no later than April 1.

B. CUSTODIANS

All custodial positions shall be posted for at least five (5) workdays before being permanently filled.

C. SECRETARIES

1. Prior to April first (1st) each secretary or clerk who wishes to change duty assignments shall present to the Superintendent a written statement of her preference for assignment for the following school year. Such statement shall be specific regarding the employee's preference for regular assignment and any extra duty preferences. Each request shall include: 1) specific evidence of her preparation for the

requested assignment, including previous work time (hours) and any course work completed for preparation; and, 2) a specific statement of past experience in the type of assignment being requested.

2. Every consideration will be given to staff member requests, but final authority for placement and transfer must be reserved for the Superintendent of Schools under current legislation outlining his duties and responsibilities.

ARTICLE 29

SUPPORT STAFF SENIORITY

- A. No seniority provision of this Agreement with respect to aides shall obstruct or block the Board's educational policy judgments.

- B. BUS DRIVERS

1. There shall be a master seniority list. Drivers will be placed on the list in order of continuous service to the District as a bus driver. The seniority list will be modified as current employees separate from service and new employees are hired. A newly-hired employee shall be placed on the list below the least-senior bus driver on the list Voluntary breaks in service break seniority. A copy of the list will be provided to the Association by August 15 each year and at any time an employee leaves employment as a bus driver or is hired as a bus driver.
2. Route bidding by seniority shall only occur at the time of the initial assignment of routes each year. Routes that open during the year shall be posted for bidding by seniority but the Board reserves the right to limit the domino effect per event so that no more than two (2) drivers may move from their current positions as a result of each opening.

3. EMERGENCY TRIPS

- a. There shall be an emergency trip seniority list. "Trips" are defined as individual runs that occur on a nonrecurring basis such as a class field trip.
- b. Each Friday during the work year, a meeting will be held among all drivers and the Transportation Supervisor for the purpose of assigning trip work. Drivers shall be assigned trips in seniority order, using the master seniority list set forth in B. 1. above, with the next available trip being assigned to the driver who is immediately below the last driver who received a trip assignment.
- c. If all drivers elect not to claim an available trip, the unbid trip shall be assigned to the driver who is immediately above the last driver who received an unbid trip assignment.
- d. Trips that come in after a trip meeting shall be assigned from the list under the first sentence of this section. If the driver is already working at the time of the emergency trip assignment, they shall be skipped and their place on the emergency trip list shall be maintained.
- e. Once a driver is assigned, she/he may "hand back" a trip with reasonable notice to the Transportation Supervisor. However, drivers "handing back" more than two (2) trips in any month shall forfeit their next bidding turn under b. and d. above. A sick leave day or an emergency day under Article 30 or Article 31 shall not constitute a "hand back".

4. EXTRA WORK

- a. All extra work, such as kindergarten coverage's and messenger runs, shall be assigned in seniority order, using the master seniority list set forth in b. 1. above, with the next available extra work being assigned to the driver who is immediately below the last driver who received an extra work assignment.
- b. If all drivers elect not to claim an available extra work assignment, the unbid extra work shall be assigned to the driver who is immediately above the last driver who received an extra work assignment

5. SUMMER RUNS

- a. Each year, by May 21st, drivers will be asked whether they are willing to work summer school runs. Beginning in 1996-1997, drivers will be selected from the master seniority list for assignment to available summer school runs. The master seniority list procedure is set forth in b. 1. above. Any driver who has indicated that she/he is not available shall be skipped for that years summer school run assignment.
- b. In the following year, the summer school run assignment will start with the next senior driver who was not selected for the prior years summer school runs.

C. CUSTODIANS AND CAFETERIA EMPLOYEES

The Board shall maintain an accurate custodial and cafeteria seniority lists. The Board shall forward to the Association all changes in the lists quarterly.

ARTICLE 30

SUPPORT STAFF SICK LEAVE

A. CUSTODIANS

1. In the preparation and administration of regulations regarding sick leaves of absence with pay, every employee in the classified service of such county, municipality or school district shall, in addition to his or her annual vacation leave with pay, be granted sick leave, as hereinafter defined, with pay of not less than one (1) working day for every month of service during the remainder of the first calendar year of service following permanent appointment and fifteen (15) working days in every calendar year thereafter except that employees who work ten (10) months shall receive twelve and one-half (12½) days of leave during the ten (10) month period. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from such accumulated sick leave of absence with pay if and when needed; provided that no county, municipality or school district shall require any of its employees who may be disabled either through injury or illness as a result of, or arising from, his respective employment, to utilize the sick leave accumulated under this section during such period of disability. In computing the accumulation of sick leave, the years of service of such employee prior and subsequent to the adoption of this act shall be used.

2. PHYSICIAN'S CERTIFICATION REQUIRED FOR SICK LEAVE: (NJS 18A:30-4)

"In case of sick leave claimed, a board of education may require a physician's certificate to be filed with the Secretary of the Board of Education in order to obtain sick leave."

3. PAYMENT OF SICK LEAVE FOR SERVICE CONNECTED DISABILITY: (*NJS*A 18A:30-2.1)

"Whenever any employee, entitled to sick leave under this chapter is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employee shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections *NJS*A 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 Labor and Workers' Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workers' compensation award made for temporary disability."

B. SECRETARIES AND BUS DRIVERS

The definitions of an employee's right to sick leave, amount of such leave and related topics is governed by statute and Civil Service regulations.

C. ALL EMPLOYEES

1. The definitions of an employee's right to sick leave, amount of such leave and related topics is governed by statute and Civil Service Regulations.
2. Employees unable to report to work because of illness must notify the designated secretary or supervisor according to the instructions of the Superintendent of Schools.
3. A day's salary for sick leave purposes is defined as the number of hours per which the employee is normally scheduled.
4. All days allowable sick leave not utilized in any year shall be accumulated to be used as additional sick leave in subsequent years.
5. The parties agree to implement a sick leave bank pursuant to law, but not to subject to the grievance procedure.

D. PAYMENT FOR UNUSED SICK LEAVE

1. ALL SUPPORT STAFF

- a. There shall be payments for accumulated sick leave upon separation.
- b. In order to be eligible for said payment, the employee must have completed ten (10) years of service to the District.
- c. A full ten-month school work year equals a year of service.
- d. The Board shall pay for up to one hundred (100) unused accumulated sick days at the rate of \$20 per

day. The Board shall additionally pay for unused accumulated sick days from 101 to 200 days at the rate of \$60.00 per day. The maximum payout for unused accumulated sick days shall be \$8000 for retirements prior to June 30, 2018. Beginning with retirements on July 1, 2018 through June 30, 2019, the Board shall pay \$25.00 for the first 100 unused accumulated sick days and shall pay \$60.00 for days 101-200. Beginning with retirements on or after July 1, 2019, the maximum payout shall be \$8500:

2. BUS DRIVERS

- a. Upon separation after a minimum of ten (10) years of employment in the district and receive a pension under the rules of the Public Employment Retirement System, the Board shall pay for up to one hundred (100) unused accumulated sick days at the rate of \$20 per day. The Board shall additionally pay for unused accumulated sick days from 101 to 200 days at the rate of \$60.00 per day. The maximum payout for unused accumulated sick days shall be \$8000 for retirements prior to June 30, 2018. Beginning with retirements on July 1, 2018 through June 30, 2019, the Board shall pay \$25.00 for the first 100 unused accumulated sick days and shall pay \$60.00 for days 101-200. Beginning with retirements on or after July 1, 2019, the maximum payout shall be \$8500.

3. CUSTODIANS

- a. There shall be payment for accumulated sick leave upon separation after a minimum of ten (10) years of employment in the district. The Board shall pay for up to one hundred (100) unused accumulated sick days at the rate of \$20 per day. The Board shall additionally pay for unused accumulated sick days from 101 to 200 days at the rate of \$60.00 per day. The maximum payout for unused accumulated sick days shall be \$8000 for retirements prior to June 30, 2018. Beginning with retirements on July 1, 2018 through June 30, 2019, the Board shall pay \$25.00 for the first 100 unused accumulated sick days and shall pay \$60.00 for days 101-200. Beginning with retirements on or after July 1, 2019, the maximum payout shall be \$8500.
- c. For those custodians who cannot receive a PERS pension because he/she already receives such a pension, the payment will be made under a. or b. upon separation if he/she meets the other eligibility requirements.

4. SECRETARIES

- a. There shall be payment for accumulated sick leave upon separation.
- b. In order to be eligible for said payment, the employee must have completed a minimum of ten (10) years of service to the District.
- c. The Board shall pay for up to one hundred (100) unused accumulated sick days at the rate of \$20 per day. The Board shall additionally pay for unused accumulated sick days from 101 to 200 days at the rate of \$60.00 per day. The maximum payout for unused accumulated sick days shall be \$8000 for retirements prior to June 30, 2018. Beginning with retirements on July 1, 2018 through June 30, 2019, the Board shall pay \$25.00 for the first 100 unused accumulated sick days and shall pay \$60.00 for days 101-200. Beginning with retirements on or after July 1, 2019, the maximum payout shall be \$8500.

5. CAFETERIA EMPLOYEES

- a. In order to be eligible for said payment, the employee must have completed ten (10) years of service to the District.
- b. A full ten-month schoolwork year equals a year of service.
- c. The Board shall pay for up to two hundred (200) unused accumulated sick days.
- d. The Board shall pay for up to one hundred (100) unused accumulated sick days at the rate of \$20 per day. The board shall additionally pay for unused accumulated sick days from 101 to 200 days at the rate of \$60.00 per day. The maximum payout for unused accumulated sick days shall be \$8000 for retirements prior to June 30, 2018. Beginning with retirements on July 1, 2018 through June 30, 2019, the Board shall pay \$25.00 for the first 100 unused accumulated sick days and shall pay \$60.00 for days 101-200. Beginning with retirements on or after July 1, 2019, the maximum payout shall be \$8500..
- e. If an employee should die or become permanently disabled the provisions of this Article shall be paid to the individual's estate or to the individual at the time of permanent disability.
- f. Said payments may be made in two separate payments to the employee at his/her option.

ARTICLE 31

SUPPORT STAFF SHORT-TERM LEAVES OF ABSENCE

A. ALL EMPLOYEES

1. The employee is entitled to five (5) consecutive weekdays, per event, following the passing of an immediate family member as defined below. Bereavement days shall be taken consecutively beginning on the day after the death or beginning on the first date of the service. Weekdays include Monday through Friday. Saturday and Sunday are not counted as bereavement days. At the request of the member, two consecutive bereavement days of the allotted five may be held in abeyance for use related to the affairs of the departed but must be used within one calendar year from the date of death. The two consecutive days held in abeyance cannot be used the day before or after a holiday or holiday weekend. If the death and related service occurs over the summer break, winter break, and spring break, the two consecutive days are the only days available to the employee.

Immediate family shall be interpreted to mean father, mother, spouse, civil\domestic partner, child, brother, sister, step-parents, step children, grandparents, grandchildren, mother in-law, father-in-law, or any member of the immediate household of the employee.

The employee shall provide proof of passing which may include the obituary, funeral program, or prayer card. When those items are not available, the employee shall provide the name of the deceased, date of the death, city of death and relationship to the deceased..

2. All leaves of absence granted to employees entering military service shall be governed by the New Jersey Statutes.

3. Regular employees shall be granted permission to engage in military reserve field training without deduction to pay as set forth in the New Jersey Statutes. There shall be strict adherence to New Jersey State Statutes concerning pay for the employee while the employee is away on this leave. Whenever possible, reserve field training shall be conducted during summer months or when school is closed for pupils.
4. In the event of the death of a fellow employee or student, in the Berkeley Township School District, the Superintendent of Schools may grant permission to an appropriate number of employees to attend the funeral services.
5. All twelve (12) month employees shall receive an allowance of a maximum of three (3) and ten (10) month employees shall receive an allowance of a maximum of two (2) days in any school year shall be granted with or without pay for emergency reasons. The definition of emergency shall mean a situation that cannot be foreseen or planned for in advance. The granting of emergency requests with or without pay shall be a matter of discretion of the Superintendent of Schools.

B. SUPPORT STAFF - PERSONAL LEAVE

1. Twelve (12) month support staff employees shall receive an allowance of a maximum of three (3) and ten (10) month employees shall receive an allowance of a maximum of two (2) days in any school year shall be granted with or without pay for emergency reasons. The definition of emergency shall mean a situation that cannot be foreseen or planned for in advance. The granting of emergency requests with or without pay shall be a matter of discretion of the Superintendent of Schools.
2. Personal days shall not be granted on the day before or after a holiday or a recess period or on an in-service day.
3. All unused personal days under 1. above not used shall be accumulated as sick leave.
4. Support staff employees working less than five (5) hours per day are ineligible for half-day personal, sick, or vacation days, and therefore, required to take a full day.

C. SUPPORT STAFF - BEREAVEMENT LEAVE, FUNERAL LEAVE AND COURT SUBPOENA

1. Bus drivers, custodians, secretaries, aides and cafeteria employees shall receive an allowance of up to three (3) days total leave, with prior approval of the Superintendent of Schools, for any one or combination of the following shall be granted for:
 - a. In the event of death of an employee's friend or relative outside the employee's immediate family.
 - b. Court Subpoena.

D. SUPPORT STAFF - MEETINGS AND VISITATIONS

Leave for bus drivers, custodians, secretaries, cafeteria and aide employees may be granted on the recommendation and authorization of the Superintendent of Schools and limited to attendance and participation in meetings, conferences, workshops, seminars, and visitations to other school systems, not

to exceed two (2) days in any one (1) year. A complete report describing the activity shall be filed

with the Superintendent of Schools.

ARTICLE 32

SUPPORT STAFF EXTENDED LEAVES OF ABSENCE

A. ALL EMPLOYEES

All leaves of absence granted to employees entering military service shall be governed by the New Jersey Statutes.

B. SUPPORT STAFF

1. Anticipated Disability Leaves - Bus Drivers And Secretaries

- a. Any employee who anticipates undergoing a state of disability such as but not limited to surgery, hospital confinement, medical treatment or pregnancy, may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth.
- b. All employees anticipating a state of disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition which may result in disability is known.
- c. The Board shall have the right at any time prior to the time of the expected commencement date of disability to require a certificate of fitness from the employee's physician or may require such employee to be examined by its own physician. Similarly, the Board may require such employees to be examined by his/her own physician prior to any return of employment.
- d. In all cases where there is a dispute of difference of opinion between the employee's physician and the Board physician, the two doctors will select a third, and the parties will be governed by the opinion of the third physician. Should the doctors not agree on such third doctor, he/she will be selected by the County Medical Society.
- e. In no event shall the Board be obligated to permit an employee anticipating a state of disability to continue in the performance of his/her duties where the performance of said employee has substantially declined from that performance demonstrated by said employee at the time immediately prior to the time when notification was given of the state of anticipated disability. The employee requesting a leave under the provisions of item C. shall specify in writing the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment following recovery from said disability.
- f. The employee requesting leave under item C. must produce a statement of his/her physician stating that the employee is or will be disabled pursuant to item C. The statement must include anticipated commencement and termination dates for said disability. In the event of a disagreement by the medical examiner of the Board of Education, the provisions of item B. 1. c. and d. shall be followed
- g. If the provisions of the foregoing sections have been met, the Board shall grant an unpaid leave of absence to an employee up to the balance of the year, which concludes on June 30.
- h. The employee may seek an additional unpaid leave of absence of one full school year or less by making

application to the Superintendent no later than April 1. The application shall include the employee's statement as to the period of additional unpaid leave required, not to exceed one additional school year. It must be accompanied by a physician's statement pursuant to item B. 6.

- i. During the period of actual disability, an employee granted an unpaid leave of absence may use accumulated sick leave pursuant to the provisions of *NJSA 18A:30-1, et seq.*
- j. Any pregnant employee will be deemed eligible for sick leave to the extent allowable or to utilize accumulated sick leave commencing with the 9th month of pregnancy or twenty (20) working days prior to the expected date of birth (whichever date last occurs) and shall continue until twenty (20) working days or one month after the birth of a child (whichever date first occurs).
- k. If an employee shall file a certificate from her physician that she is disabled beyond the times stated in item j. as a consequence of an abnormal pregnancy or birth, she shall be paid accumulated sick leave for the period of time she is so disabled. The Board shall have the right to have such employee examined by its own physician to confirm the existence of such disability. Disputes shall be resolved under the provisions of item c. and d.
- l. The provisions of C. 1., *et seq.*, shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured secretary beyond the end of the contract school year in which the leave is obtained.

2. Child-Rearing Leave- Bus Drivers And Secretaries

- a. Applications for child-rearing leave shall be made by the employee to the Superintendent on forms provided by the Board at least four (4) months prior to the anticipated birth of the child.
- b. Child-rearing leave shall be granted to employees for the balance of the school year (concluding June 30) in which the child is born and for one additional school year. The employee shall state whether he/she desires a leave solely for the balance of the school year in which the child is born or for an additional school year.
- c. Any employee adopting a child shall be granted a child-rearing leave in conformity with the provisions of b., which shall commence on the date such employee obtains custody of the child. Notice shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable.
- d. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated, under the provisions of item C. 1. c.
- e. Upon return from a child-rearing leave all benefits to which the employee was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored.
- f. During the term of his/her employment, an employee may receive no more than two (2) of the leaves under item 2. b. above. Consecutive leave under item C.2. shall not be granted to any employee.
- g. In the case of a pregnant bus driver, child-rearing leave must commence immediately following the last sick leave day under C. 1. j. above.

3. Child Rearing Leave - Custodians and Cafeteria Employees

- a. As soon as any employee becomes aware of her pregnancy, she will notify her building principal and/or department head and the Superintendent of Schools. This notification shall be in writing.
- b. Employees may apply to the Superintendent of Schools for a leave of absence without pay and shall be granted that leave without pay by the Board of Education at any time before the expected date of birth under the following conditions:
 - 1) An employee with less than three (3) years of working experience in the Berkeley Township Schools shall be granted a child rearing leave for the remainder of the current school year in which the leave is requested.
 - 2) An employee with more than three (3) years of consecutive experience in the Berkeley Township Schools shall be granted a leave of absence for the remainder of the current school year in which the leave is requested and for one (1) additional school year immediately thereafter. This extension for one (1) additional school year shall be made in writing to the Superintendent of Schools not less than ninety (90) days prior to the end of the current school year in which the leave began.
 - 3) No employee shall be barred from returning to work after the birth of her child solely on the grounds that there has not been enough time lapse between that birth and her desired date of return.
 - 4) If an employee decides not to return from a child rearing leave of absence, she shall notify the Superintendent of Schools by giving written notice of resignation at least ninety (90) days before the leave expires.
 - 5) Any employee adopting an infant child may receive similar leave, which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill requirements for the adoption. No employee on this type of leave (leaves for adopting children) shall, on the basis of said leave, be denied the opportunity to substitute in the Berkeley Township School District in the area of her competence.

4. AIDES

- a. At the discretion of the Superintendent of Schools, an extended leave of absence, without pay, shall be granted to an aide for any of the following reasons for a period of not more than six (6) months: maternity; personal; illness. Upon the return of the aide, the aide shall be reinstated at the salary at the time that the leave of absence, without pay, was granted.
- b. Any aide adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill requirements for the adoption. No employee on this type of leave (leaves for adopting children) shall, on the basis of said leave, be denied the opportunity to substitute in the Berkeley Township School District in the area of her competence.

D. MISCELLANEOUS

1. Other extended leaves of absence without pay may be granted by the Board of Education on the

recommendation of the Superintendent of Schools.

2. All benefits to which an employee entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return and he/she shall be assigned the same or equivalent position which he/she held at the time said leave commenced or, if a teacher, in his/her area of certification.
3. All extensions or renewals of extended leaves of absence shall be applied for and granted in writing through the Office of the Superintendent of Schools.
4. Full deduction of a support employee's salary shall be made when absence occurs for reasons not consistent with this policy. Such decision shall be made by the Superintendent of Schools.

ARTICLE 33

SUPPORT STAFF HOLIDAYS AND VACATIONS

A. HOLIDAYS

- 1 The vacation pay of bus drivers is governed by Article 7, B. 1. Holidays shall be regulated according to the approved School Calendar each year.
2. a. The following days shall be recognized as legal holidays for custodians shall be granted these days off with pay when school is not ordinarily in session.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Monday	Thanksgiving Friday
Memorial Day	Christmas Day
Fourth of July	

- b. For each of the following holidays, the Superintendent may schedule alternative days off, in consultation with the Association and with notification by September 1:

Columbus Day	Lincoln's Birthday
Election Day	Presidents' Day
Veteran's Day	Easter Monday
Martin Luther King Day	

- c. Holidays falling on Saturday shall be observed on the Friday preceding the holiday. Holidays falling on Sunday shall be observed on Monday following the holiday. One-full day shall be granted on both Christmas Eve and New Year's Eve.
- d. The Board of Education will continue their practice of considering additional holidays at Christmas for custodians. These requests will be made, granted or rejected on a yearly basis.

3. Effective July 1, 2005, secretarial and messenger employees newly employed on or after July 1, 1987, shall receive fifteen (15) paid holidays in addition to the Christmas and Easter recess during the period from July 1 through June 30 each year. These holidays shall be in addition to vacation time accumulated by them under the terms of B4. The remaining weekdays in the year are scheduled workdays.

B. VACATIONS

1. AIDES

- a. The appointing authority in all counties, municipalities, and school districts that have, or shall in the future adopt the provisions contained in subtitle 3, Title 11, of the Revised Statutes of New Jersey, shall after consultation with the heads of departments and their principal assistants, prepare regulations regarding holidays, hours of work, attendance and annual sick and special leaves of absence with or without pay or with reduced pay for permanent employees in the classified service of such county, municipality or school district; provided, however, that every permanent employee in the classified service shall be granted at least the following annual leave for vacation purposes with pay in and for each calendar year, except as otherwise herein provided- Up to one (1) year of service, one (1) working day's vacation for each month of service; after one (1) year and up to ten (10) years of service, twelve (12) working days' vacation; after ten (10) years and up to twenty (20) years of service, fifteen (15) working days' vacation; and after twenty (20) years of service, twenty (20) working days' vacation. In determining all vacation leave the years of service of such employees prior and subsequent to the adoption of this act shall be used. (N.J. 7A. 11:24A-1.)
- b. Credit for Continuous Full-Time Service or Permanent Part-Time Service in Determining Annual Leave (N.J.S.A. 11:24A-1.1). In determining the annual leave vacation purposes to which any employee in the classified service of such county, municipality or school district service shall be entitled pursuant to the act to which this act is a supplement, credit shall be given for all continuous full-time service or permanent part-time service which such employee shall have served whether the same shall have been under temporary or permanent appointment in an office, position or employment in the classified or unclassified service of such county, municipality or school district service, and for all noncontinuous permanent service prior to June 11, 1953. Part-time service shall be credited proportionately.
- c. Vacation pay will be made by separate check at the end of the year. If the pension rules continue to make such payments pensionable, then they shall be pensionable.
- d. Death of Employee Having Vacation Credit; Payment to Estate - (N.J.S.A. 11:24A-1.2) Whenever any employee in the permanent classified service of a county, municipality or school district dies, subsequent to the enactment of this act, having to his credit any annual vacation leave properly accumulated in accordance with the act to which this act is a supplement, there shall be calculated and paid to his estate a sum of money equal to the compensation which would have been received by the employee during such period of vacation leave had the employee lived.

2. BUS DRIVERS

Vacation days will be accrued pursuant to applicable Civil Service regulations.

3. CUSTODIANS

- a. The following custodial workers are eligible for paid vacations as indicated:

Custodial Workers - 12 month employees:

1-4 years 12 days
5-9 years 15 days
10 years or over 20 days

- b. When custodial workers apply for identical vacation periods and, in the judgment of the Administration, simultaneous vacation periods are inconvenient to the District, the decision of who takes the preferred period shall be resolved by seniority.
- c. Summer vacation selection period should occur by May 15 of each year.

4. SECRETARIES AND MESSENGER

- a. Effective July 1, 2005, all secretarial and messenger employees covered under this Contract Agreement who have been employed by the Berkeley Township Board of Education prior to July 1, 1975 shall receive twenty (20) vacation days.

- b. Effective July 1, 2005, all secretarial and messenger employees covered under this Contract Agreement employed after July 1, 1975 shall receive vacation days as follows:

(1) Up to the first completed year, one (1) workday for each full month of employment

(2) After two (2) complete contract years up to and after five (5) complete contract years of employment 15 vacation days

(3) After six (6) complete contract years up to and after ten (10) complete contract years 1 additional day per year for each year after six (6) complete years up to and after ten (10) complete years for a maximum allowable of twenty (20) days.

- c. The qualification for determining the number of days allowable each year shall be from July 1st.
- d. Vacation may not be used during the two (2) weeks before school commences, unless the prior approval of the Superintendent is obtained.

5. Miscellaneous - Bus Drivers, Custodians and Secretaries

- a. Selection of desired vacation days/times is not automatic. Scheduling of vacations shall be organized and approved by the Superintendent of Schools. Consideration will be given first to the welfare of the district then to the employee's seniority.
- b. All vacations shall be scheduled during the times when school is not in session; However, vacations at

other times during the year for custodians, secretaries and messenger, may be approved on an individual basis by the Superintendent of Schools when in his/her judgment the best interests of the schools are served thereby.

6. CAFETERIA EMPLOYEES

- a. Cafeteria employees are entitled to vacation pursuant to statute. Employees hired during the year are entitled to a prorated amount of vacation.
- b. Selection of desired vacation days/times is not automatic. Scheduling of vacations shall be organized and approved by the Superintendent of Schools. Consideration will be given first to the welfare of the district then to employee seniority.
- c. All vacations shall be scheduled during the days when school is not in session. Exceptions to this rule may be approved on an individual basis by the Superintendent of Schools when in his judgment the best interests of the schools are served thereby.
- d. When the last two weeks in June do not allow the full allotment of vacation days under Civil Service, then holiday vacation, such as Christmas recess and Easter recess and the closing of school for the NJEA Convention, shall be considered as vacation days to make up the difference.

ARTICLE 34

SUPPORT STAFF PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. AIDES

- a. There shall be a tuition reimbursement plan for college courses directly related to the employee's duties at the time that the course is taken. Reimbursement requires the written, advanced approval of the course by the Superintendent. The employee must obtain a grade of B or better in order to be eligible. The employee must have been employed at least two (2) calendar years before the course commenced in order to be eligible for reimbursement. The maximum annual reimbursement for approved course tuition and fees shall not exceed the current tuition of a three credit undergraduate course at Ocean County College.
- b. For each three (3) credits earned with a B grade or better which relate directly to the employee's duties at the time the credits are earned, the employee's hourly rate shall be increased by five cents (\$.05) per hour. This hourly rate increase applies only to credits which are earned on or after July 1, 1987, and which have received the prior, written approval of the Superintendent. The increase in hourly rate shall occur on the September 1st following the earning of the credits. This additional money shall not be utilized to calculate the salary base for succeeding negotiations.
- c. **Effective July 1, 2021 and beginning with classes approved in the 2021-2022 year, employees must remain employed with the District for two full years after receipt of tuition reimbursement or they owe repayment of the tuition as follows:**
 - 100% for resignation prior to completion of one year;
 - 50% for resignation prior to completion of two years;
 - 0% after the completion of two years.**The Board shall deduct repayment from the employee's final two paychecks as necessary to**

cover the cost of repayment.

2. SECRETARIES

- a. In our rapidly changing society employees must constantly be aware of revisions in the technological skills for which they are employed. The Board of Education recognizes that it shares with its non-instructional staff certain responsibility for the upgrading and updating of performance and attitudes. The Board of Education and the non-instructional staff negotiating units support the principle of continuing education and improvement of skills.
- b. The Board of Education shall reimburse secretarial employees for tuition fees incurred up to an amount not to exceed the current tuition of a three credit undergraduate course at Ocean County College.
- c. Courses must be directly related to the area of employment and must receive prior approval from the Superintendent of Schools.
- d. Courses taken without prior approval shall be disallowed.
- e. To be eligible for approval, one must maintain a grade of "B" or better. Upon completion of the course with a grade of "B" or better, a transcript and receipts for tuition paid shall be submitted to the Superintendent.
- f. Reimbursement shall be made for the actual costs of tuition not to exceed the limits set forth in 2.b. above before the end of October of the next school year. In the event an employee leaves the district prior to the completion of the next school year due to leave of absence, resignation, or dismissal, the amount of reimbursement shall be deducted from the employee's final pay.
- g. The conditions of this section shall not take effect until after an employee has completed two (2) full years of work in the Berkeley Township School District.
- h. For each three (3) credits of approved course work which has been completed with a grade of "B" or better, a \$. 10 per hour increase shall be made to the employee's salary as soon as proof is presented to the Superintendent of Schools that all requirements have been met.
- i. **Effective July 1, 2021 and beginning with classes approved in the 2021-2022 year, employees must remain employed with the District for two full years after receipt of tuition reimbursement or they owe repayment of the tuition as follows:**
 - 100% for resignation prior to completion of one year;
 - 50% for resignation prior to completion of two years;
 - 0% after the completion of two years.

The Board shall deduct repayment from the employee's final two paychecks as necessary to cover the cost of repayment.

ARTICLE 35

SUPPORT STAFF OBSERVATION AND EVALUATION PROCEDURES

AIDES

1. All aide evaluations shall be conducted by certified supervisors only.
2. All aides shall be evaluated at least once a year.
3. Any aide who received an unsatisfactory evaluation of performance shall be entitled to answer the comments concerning performance within ten (10) school days.
4. All aides shall receive notification of their contract and salary status no later than June 30.

ARTICLE 36

SUPPORT STAFF MISCELLANEOUS PROVISIONS

A. BUS DRIVERS

1. "Reduction-in-Force" (RIF) shall be outlined under Civil-service Rules, New Jersey Administrative code, sub chapter #16, "Separation and Demotion".
2. All health and physical examinations shall be conducted and completed by their personal physician using their own health insurance and the copay shall be reimbursed by the Board of Education.
3. The services of a Civil Service-certified bus driver may be terminated by either the Board of Education or the employee by either party giving to the other party forty-five (45) days' notice in writing of intention to terminate.
4. A bus driver who resigns within one year will reimburse the Board for training.
5. The Board will pay the costs for renewal of fingerprinting.

B. CUSTODIANS

1. Black Seal Fireman's Licenses are required for all custodians. Custodians shall be responsible for maintaining and renewing their Black Seal Fireman's Licenses as required by law. The Board shall reimburse custodians for the cost of their renewal license fee.
2. The Board of Education will provide one (1) set of foul weather gear for each school.
3. The Board shall establish an allowance per full-time custodial worker for uniforms and other necessary items, or to replace items ruined. The annual uniform allowance shall be as follows:

2021 – 2024: \$300

4. a. The Association shall appoint a member to act as the employee representative on a Safety Committee. The district shall appoint a member of supervision to membership on the Safety Committee. The

Safety Committee shall be responsible for the inspection of all safety and health conditions in the working areas. They shall be responsible for reporting and establishing rules for safety and health.

- b. At the request of either party, and by mutual agreement, such Safety Committee shall meet, discuss, and inspect conditions and rules, and recommend repairs or corrections as found necessary. Nothing contained in this item relating to the Safety Committee shall be subject to negotiations.
5. An employee who is assigned to work at an occupation or job assignment normally done by an employee who is paid more for the performance of such work, shall receive equivalent pay for time worked in that higher occupation after thirty (30) days.
6. In the event of a bomb threat, custodial employees shall vacate the building premises until such premises have been declared safe by a fire department official, police officer, or school principal.
7. Custodial employees shall work a minimum of four (4) hours per day on school closings for snow.

C. CAFETERIA PERSONNEL

1. In the event that a delayed opening is changed to a school closing after their normal start time, cafeteria employees will be paid for a minimum of 2 hours at the hourly contract rate.
2. Any evaluation of cafeteria staff shall be received by May 1 of each year.

ARTICLE 37

TRAVELING EMPLOYEE EXPENSES

Employees who may be required to use their own automobiles in the performance of their duties and who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate established within N.J.A.C.6A:23A-7. In the event that N.J.A.C. 6A:23A-7 is overturned or nullified and not replaced with any other regulation or statute governing the same, then the parties agree that the rate to be utilized in determining reimbursement for travel shall be the published IRS rate.

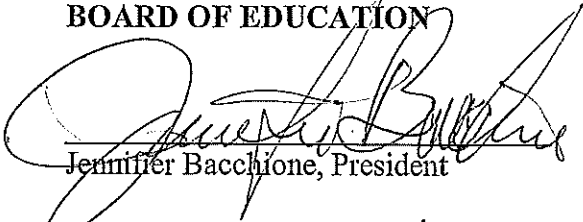
ARTICLE 38


DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2021, and shall continue in effect until June 30, 2024, subject to the Association's right to negotiate over 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.

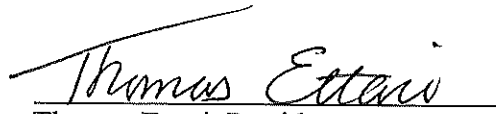
IN WITNESS WHEREOF the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by the Board Secretary and its corporate seal to be placed hereon to take effect on the day and year first written above.

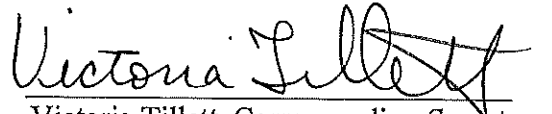
**BERKELEY TOWNSHIP
BOARD OF EDUCATION**


Jennifer Bacchione, President


Laura Gingerelli, Board Secretary/
Business Administrator

**BERKELEY TOWNSHIP
EDUCATION ASSOCIATION**


Thomas Ettari, President


Victoria Tillett, Corresponding Secretary

DATE: 12/8, 2021