

AGREEMENT BETWEEN

BELLMAWR BOARD OF EDUCATION

AND

BELLMAWR EDUCATION ASSOCIATION

COVERING THE PERIOD

JULY 1, 2004

TO

JUNE 30, 2007

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THIS AGREEMENT is effective the first day of July, 2004 between the Board of Education of the Borough of Bellmawr, hereinafter called the "Board" and the Bellmawr Education Association, hereinafter called the "Association."

WHEREAS, the members of the teaching profession are particularly qualified to educate the children assigned to them, thus improving the educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached a certain understanding which they desire to confirm in this Agreement,

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

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Bellmawr Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for certificated and non-certificated personnel whether under contract, implied, or stated, or a per diem basis, employed or to be employed by the Board including:

Teachers	Secretaries
Nurses	Custodians
Librarians	Janitors
Social Worker	Classroom Aides
Reading Teachers	One-on-One Aides
Speech Therapist	Cafeteria Workers
Learning Disabilities Specialist	Special Ed Teachers
Guidance Counselors	Psychologists
Guidance Counselors	Educational Sign Language Interpreters

but excluding:

- Superintendent
- Board Secretary/Business Administrator
- Principals
- Child Study Team Supervisor
- Secretary to the Superintendent
- Secretaries to the Board Secretary/School Business Administrator
- Custodial Force Foreman

B. Unless otherwise indicated, the term "teachers", when used hereinafter in the Agreement, shall refer to all professional and nonprofessional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the

terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. The Board will have at least two (2) weeks to review the package after receiving it. The Board will then submit its proposal. The Association will have two weeks to review the Board's package before formal negotiations begin. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be ratified by general membership of the Association, be signed by the Board and Association and be adopted by the Board.

B. During negotiation, 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, the following records, data, and information of the Bellmawr School District: an audit report, a complete list of teacher's names, salaries and step on guide, and any anticipated state and federal funds.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, and make counterproposals in the course of negotiations.

D. 1. Representatives of the Board and the Association's negotiating committee shall meet upon request of either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

2. Agendas will be set at the prior meeting and if not set at that time, they will be sent by each party three (3) calendar days before the next scheduled meeting.

3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

E. The Board agrees not to negotiate concerning said employees in the majority negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

F. The Board agrees to reopen negotiations and if mutually agreed upon amend any section of this Agreement dealing with salary whenever state and/or federal funds over and above those previously anticipated for the current budget year have been appropriated.

G. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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 III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement which has not been settled amicably after a conference between the aggrieved person and the supervisor with whom they have a conflict. A complaint of a non-tenure teacher or probationary employee which arises by reason of their not being re-employed shall not be considered, subject to a grievance procedure.

2. An "aggrieved person" is the person or persons making the claim.

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

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration providing he has worked through the accepted chain of command having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

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

3. Preparation for filing a Grievance

a. An aggrieved person shall first discuss it with their Principal or immediate supervisor, either directly or through the Association's designated Representative, with the objective of resolving the matter informally. No grievance shall be brought to the preparatory period if thirty (30) calendar days have lapsed since the grievance occurred.

4. Level One

a. If the aggrieved person is not satisfied with the

disposition of his grievance at the preparatory level, he may file duplicate copies of the grievance in writing to the PR & R within ten (10) school days after the grievance was presented, together with a report setting forth the action taken, the efforts made and investigation conducted in attempting to resolve the grievance.

b. The PR & R shall forward a duplicate copy of the written grievance and report to their principal or immediate supervisor within five (5) days, after having received said information.

c. The Principal or immediate supervisor shall forward the duplicate copy of the written grievance and report of the aggrieved person together with their report of the aggrieved person together with their report setting forth the action taken, the efforts made and investigation conducted in attempting to resolve the grievance to the Superintendent of Schools within five (5) school days after having received a copy of the grievance and report.

5. Level Two

a. The Superintendent shall hold a hearing on the grievance within ten (10) school days after the grievance is filed with the Superintendent. The aggrieved person and representative of the PR & R shall be present at the hearing and may present such facts as are relevant to the grievance being considered.

b. The Superintendent shall render a written decision on the grievance within five (5) school days after the conclusion of the hearing. A copy of such decision shall be forwarded immediately to the PR & R which shall notify the aggrieved person.

6. Level Three

a. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or in the event no decision has been rendered by the Superintendent within five (5) school days after the conclusion of the hearing or fifteen (15) school days after the grievance has been filed with the Superintendent, they may request the PR & R to appeal the grievance to the Board, in which event the PR & R shall take the appeal by notifying the Superintendent in writing.

b. A quorum of the Board shall meet in executive session with the grievant and representatives of the PR & R on the grievance at its next regularly scheduled meeting after the appeal is filed to review the relevant facts presented at Level Two. The aggrieved person and representatives of the

PR & R shall be present solely for the purpose of reviewing the accuracy of the facts presented.

c. The Board shall render a written decision on the grievance within twenty (20) calendar days after the meeting and a copy of such decision shall be forwarded immediately to the PR & R which shall notify the aggrieved.

7. Level Four

a. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or in the event that the Board does not render a decision within twenty (20) calendar days after having met with the grievant and representatives of the PR & R or thirty (30) calendar days after the appeal was filed with the Superintendent, they may, within five (5) school days after PR & R receives notice of the decision by the Board, request in writing that the PR & R determines that the grievance is meritorious and submitting it to arbitration is in the best interests of the Bellmawr School System, it may submit the grievance to Arbitration by so notifying the Superintendent within fifteen (15) school days after receipt of a request for submission by the aggrieved person.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR & R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. In the event no arbitrators can be agreed upon, the Board and the Association shall each select an arbitrator who in turn will select a third.

c. The arbitrator so selected shall confer with the representatives of the Board and the PR & R Committee and hold hearings promptly and shall issue their decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to them. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusion 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 violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual

and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association if binding arbitration is mutually agreed upon. Any other expenses incurred shall be paid by the party incurring same.

In the event that one party wants to enter into binding arbitration and the other party disagrees, all costs shall be borne by the losing party. If the arbitrator renders a compromise decision, the arbitrator shall have, at his discretion, the right to divide portions of the cost amongst both parties involved. All costs include expert fees and legal fees.

D. Rights of Teachers to Representation

No reprisals of any kind shall be taken by the Board or by any member of the administration against any aggrieved person, any building representative, any member of the PR & R Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. 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 sufficient copies distributed to each building representative, school office, and President of the Association, so as to facilitate operation of the grievance procedure.

2. 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.

3. Any meetings held to discuss grievance at any level shall not be covered by Article VII.

4. All teachers, including the aggrieved person shall be required to continue to follow all directives of the Superintendent or his representatives, regardless of the pendency of any grievance, until such grievance is properly determined. Whenever a grievance is filed, the employee will continue to perform all duties, until such time as the final and binding award has been rendered.

ARTICLE IV

TEACHER RIGHTS

A. Pursuant to Chapter 123, Public Laws of 1974 the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any, teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association and its affiliates, his participation in any activities of the negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as they may have under New Jersey School Laws or state and federal regulations.

C. No teacher shall be reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any tenured teacher is required to appear before the Superintendent, Board, or any Committee concerning termination of employment or salary, they shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise them and represent them during such meeting or interview. Any suspension of a teacher pending charges shall be with pay until the Board tenders their final decision.

E. Any question or criticism by a supervisor or administrator of a teacher and his instructional methodology shall be made in confidence and not in the presence of public gatherings. Teachers also shall be bound by this Article in relation to supervisors and administrators. Nothing contained herein shall prevent a supervisor or administrator from discussing any questions that exist between parent and teacher.

F. Employees may request to see personnel files during normal business days and normal business hours with at least forty-eight (48) hours notice. These files will be made available in the School Office of the Superintendent and no more than five (5) employees may seek to see these files at the same time. The exact scheduling for the file viewing will be at a time mutually agreed upon.

G. The superintendent will distribute a copy of the board policy on employee protection at the first general faculty meeting in September.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association in response to reasonable requests from time to time, all available information concerning the financial resources of the District, including, but not limited to: annual personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings and names and addresses of all teachers, that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, they shall suffer no loss in pay.

C. Representatives of the Association, and the New Jersey 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 provided permission has been obtained from the Superintendent or the Building Principal.

D. The Association and its representatives may have the right to use school buildings at all reasonable hours for meetings provided permission has been obtained from the Superintendent. The Principal of the building in question shall be notified in advance of the time and place of all such meetings.

E. The Association may have the right to use school facilities and equipment, including typewriters, photocopy machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use providing permission has been obtained from the Superintendent.

F. All orientation programs for new teachers shall be cosponsored by the Board and the Association.

G. Representation Fee

1. 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.

2. Amount of Fee / 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 representative fee to be paid by non-members will be determined by the Association in accordance with the law.

3. Deduction and Transmission of Fee

a. Notification

On or about the fifteenth of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

b. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C- 1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates their 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.

d. Mechanics

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

e. Changes

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

f. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability, including reasonable attorney's fees, which may arise by reason of any action taken by the Board in complying with the provisions of this Article.

ARTICLE VI

TEACHER WORK YEAR

A. 1. The maximum length of the in-school work year shall be one hundred-eighty-four (184) days (refer to article XXV, G), except if school budgets are fully funded by an act of the Legislature or the State and if an act of the Legislature or the State mandates that local school districts provide additional days of teacher attendance over and above the existing negotiated work year, then the Board and the Association

shall meet and reopen contractual negotiations on this Article, in order to incorporate within this Article the exact increase in the number of days that is agreed upon between the parties, during these reopening negotiations. If the District will in any way be detrimentally affected by a State-imposed measure of local effort calculation based upon the number of teaching days in the existing negotiated document, the Board and the Association also agree to reopen this Article under the same above-cited conditions. If a change in the school work days beyond one hundred eighty-six (186) days occurs, the parties agree to reopen and negotiate salary and extra calendar days at that time.

2. The total number of assigned days for a calendar year (July 1-June 30) shall not exceed two hundred forty (240) days, which number of days shall include twenty (20) days for vacation, for certificated employees.

3. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

4. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

B. The Superintendent shall consult each year with the President of the Association concerning the school calendar. The results of this consultation shall be reduced to writing by the Superintendent and forwarded to the Association before the Superintendent makes his/her recommendation(s) to the Board of Education.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A. No teacher shall be required to report for school earlier than fifteen (15) minutes before the opening of the pupil's day, and shall be permitted to leave fifteen (15) minutes after the close of the pupil's school day with the following exceptions:

1. In order to permit the faculty to take an active part in the administration of their individual school and to provide an opportunity for the most complete explanation of school policies, the Principal may call a maximum of one (1) faculty meeting per week after the close of the pupil's day providing two (2) days notice is given the school staff. Additional faculty meetings may be called only

with the mutual consent of those involved. Such meetings shall not exceed one (1) hour after the close of the pupil's day.

2. Meetings concerning curriculum and instruction, workshops, improvement in the educational program are dependent on continual investigation, studies, and informational meetings which must include the faculty. A maximum of one (1) meeting per month, unless mutually agreed otherwise, may be devoted to these purposes after the close of the pupil's day. Two (2) days notice shall be given for such meetings.

3. It is mutually agreed that the home and community are involved in the total education of the child. Therefore, all programs presently in force that are devoted to this end shall remain part of the teachers' professional obligation and shall continue without change in the manner which has become customary, unless an emergency arises. Those activities are:

Back-to-School Night

Kindergarten Orientation for Parents

Open House (7:00 pm until 8:30 pm)

Parent-Teachers Conferences

Pre-Kindergarten Orientation

Any additional program shall be added only through the mutual consent of all parties involved.

4. The Bellmawr Education Association and the Bellmawr Board of Education join in encouraging all faculty members to attend their schools' PTO meetings

5. Teachers shall be permitted to leave at the close of the pupils' day to attend monthly scheduled Bellmawr Education Association meetings. The Association shall submit a calendar of meetings to the Superintendent in September. Two (2) days' notice shall be given of meeting changes to the Superintendent.

6. All days beginning with the final Monday that school is in session and continuing to the last school day in that week shall be one-session days for the students. All teachers shall be required to remain until three o'clock.

7. Meetings which take place after the regular in-school workday and which require attendance shall not

be called on Fridays or any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.

B. 1. Teachers shall have a daily free lunch period of a minimum of thirty (30) minutes. The Board shall employ the necessary aides to guarantee a minimum of thirty (30) minutes duty-free lunch. In the event that an aide is absent, a substitute list will be kept by the Principal and an attempt will be made to find a replacement. It will be the responsibility of the Principal to assign teachers to supervise classes in the event an aide is late or absent without a replacement being obtained.

2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

3. The parties will discuss through their representatives relief of those problems involved in the assignment of regular lunchtime duty.

4. Employees are expected to confirm their attendance by initialing the attendance list in the school office in the morning. This procedure is designed to ensure that all assignments are staffed at the beginning of the work day. Employees are expected to sign out at the end of their work day. For teachers staying past four o'clock no sign out is necessary. The records related thereto shall not become part of the personnel file of the employees. The list will be discarded at the end of the school day.

C. 1. All teachers of grades five (5), six (6), seven (7), and eight (8) shall have a minimum of two hundred seventy (270) minutes of prep time per week, each prep period will be for a minimum of thirty (30) minutes. Five duty free lunch periods per week which shall be scheduled daily during the regular scheduled student lunch periods.

2. Preparation time for teachers of grades K through four (4) shall be a minimum of two hundred and ten (210) minutes per week.

3. In addition to the lunchroom aides provided by the Bellmawr Board of Education, teachers of grades five (5) six (6), seven (7), and eight (8) who are assigned a home room, may be assigned to one period of cafeteria supervision every two weeks with additional supervision to be provided if necessary, by the assignment of teachers to supervise the cafeteria, providing that any such assignment does not reduce any teacher's number of preparation periods or duty free lunch periods.

4. One-on-one aides are guaranteed a minimum of fifteen (15) minutes of preparation time in the morning and afternoon. Scheduling of said preparation time will be at the discretion of the building principal.

a. One-on-one aides will have a scheduled lunch period as guaranteed under article VII, B.1.

D. Teacher participation in extracurricular activities, which are conducted after the close of the teachers' normal hours, shall be voluntary and shall be compensated according to the rate of pay and/or release time in Schedule B.

All such activities which are to receive this compensation shall be decided upon during the annual period of negotiation. Nothing in this Article is to be construed as to prohibit or limit in any way any teacher's right to volunteer their time for any such activity which-is approved by the school principal.

E. To assist in improving the education program in the district, teachers may attend district and regional meetings concerning curriculum, instruction, and other educational matters. Such meetings shall have prior approval of the Superintendent.

1. Teachers who are members of the committees shall be provided with the necessary released time with the purpose of working on any of the projects defined above. Such released time shall consist of not less than one (1) hour prior to the close of the student's day.

2. Released time shall not be considered applicable under Article VII, A-2, except with the advanced approval of the Superintendent.

3. Scheduling dates of the above listed committees shall be coordinated through the Superintendent's Office.

4. As per the discretion of the superintendent, a teacher shall serve on the above committees on released time.

5. A maximum of ten (10) meetings per school year per committee shall be held on released time.

6. The term "teachers" as used in this Article shall refer only to certificated personnel.

F. All preparation time begins at the start of the students' day. Prep time assigned shall be duty free. Teachers can assume teaching responsibilities during their prep time and be compensated as provided in Article XXIV.

ARTICLE VIII

CLASS SIZE

A. At the present time, studies show that educationally and financially, twenty-two (22) elementary (K-4) pupils per teacher and twenty-five (25) middle school (5-8) pupils per teacher are considered the optimum. The direction of the educational program in Bellmawr should be set by this goal. Good faith efforts on the part of the Board to

set this direction shall satisfy the provisions of this Article. If it becomes apparent that the direction of the educational program is not in accord with the spirit of this Article, then the Board and the Association shall meet to discuss possible solutions satisfactory to the interests of both sides.

- B. Every class should be conducted in a standard classroom.
- C. Substandard classrooms shall be used only under extreme emergency conditions.

ARTICLE IX

SPECIALISTS

A. The Board and the Association recognizes the fact that an adequate number of competent specialists is essential to the operation of an effective educational program. Accordingly, the Board and the Association shall engage in advisory consultation to determine specialist needs within the District.

ARTICLE X

NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that their energies should, to the extent possible, be utilized to this end.
- B. Teachers do not need to develop or to score state or commercial tests but may need to develop and score district tests.

ARTICLE XI

TEACHER EMPLOYMENT

A. 1. Each teacher shall be placed on their proper step of the salary schedule as of the beginning of every school year in accordance with paragraph two below.

2. Granting of credit for all previous outside teaching experience shall be granted, if at all, upon initial employment by agreement between the teacher and the Board of Education. Such initially agreed upon credit shall control both initial placement and future movement upon Schedule A. Additional credit not to exceed

four (4) years for military experience or alternative civilian service required by the Selective Service system shall be given upon initial employment.

3. Credit of a maximum one (1) increment for industrial experience may, upon agreement between the teacher and the Board, at initial employment, be given to teachers of wood shop, metal shop, printing shop, mechanical drawing and electrical shop.

4. Tenured teachers shall be notified of their salary status in writing for the ensuing year no later than April 30th. Non-tenured teachers will receive their contracts no later than April 30th, and return them within thirty (30) days.

B. Previously unused sick days accumulated in the District will be restored to all returning teachers. This provision is not retroactive and shall apply only to teachers re-employed after July 1, 1971.

C. Fifty percent of the accumulated sick leave days from another district shall be credited after the teacher has presented certification of these days to the Superintendent from the prior employing school district and has completed three (3) years of teaching in the Bellmawr School System. After the days of sick leave have been credited, they may be used immediately or, if not used, shall be cumulative. This article is not retroactive and will apply only to teachers employed after July 1, 1971.

ARTICLE XII

SALARIES

A. Teachers

1. Salaries of all teachers covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

- a. Schedule "A-1" shall be for the 2004 - 2005 school year.
- b. Schedule "A-2" shall be for the 2005 - 2006 school year.
- c. Schedule "A-3" shall be for the 2006 - 2007 school year.

2. New entrants shall be assigned to the salary step agreed to by the new entrant and the Board. That initial salary step shall control for future advancement. The professional preparation of the individual shall be recognized

according to the designated column in Schedule "A".

B. Payment for other programs shall be as listed in Schedule "B" attached hereto and made part hereof.

C. If the Board establishes and maintains twelve month positions, employees in those positions shall be paid on a twelve (12) month basis and shall be compensated at the rate of one point two (1.2) times their appropriate step on Schedule "A".

D. Secretaries

1. The salaries of all secretaries shall be as provided in Schedule "C" attached hereto and made a part hereof.

a. Schedule "C-1" is for the 2004 – 2005 school year and is intended to reflect all increases.

b. Schedule "C-2" shall be for the 2005 – 2006 school year.

c. Schedule "C-3" shall be for the 2006 – 2007 school year.

2. Effective July 1, 1989, secretaries shall be employed for 52 weeks.

a. All secretaries shall receive paid vacation in accordance with the custodial vacation provision as agreed upon in the notes to Schedule "D".

b. Secretaries are entitled to the same holidays as teachers during the student academic year.

E. Custodians, Janitors, and Maintenance Workers

1. The salaries of all Custodians, Janitors, and Maintenance Workers shall be provided in Schedule "D" as attached hereto and made a part hereof.

a. Schedule "D- 1" is for the 2004 – 2005 school year.

b. Schedule "D-2" is for the 2005 – 2006 school year.

c. Schedule "D-3" is for the 2006 – 2007 school year.

2. All custodial personnel holding Black Seal licenses will be compensated as follows: 2004-05, nine hundred seventeen (\$917) dollars; 2005-06, nine hundred fifty-eight (\$958) dollars; 2006-07, one thousand one (\$1001) dollars. The following conditions apply:

a. Payment for the Black Seal license shall be made by a separate check accompanying the June 30 pay check.

b. Payment shall only be made to members of the custodial staff who possess a valid Black Seal license or certificate which is posted in a prominent position in the boiler room for a minimum of six (6) months prior to June 30th.

c. The custodian (day person) will change shifts and work assignments with the janitor (night person) if the janitor enrolls and participates in a Black Seal class. Such change shall be for the days that the class is given.

d. If two (2) or more janitors in the same school desire to take the Black Seal class at the same time, they shall agree amongst themselves as to which night of the week they shall attend so that the custodian is only required to change shifts one day a week at any given time. Any shift change that is to take place so that a janitor can take the Black Seal class shall be within the same school.

e. Subject to sections a and b above, the payment shall be pro-rated at the following rates: 2004-05, seventy-six (\$76) dollars; 2005-06, eighty (\$80) dollars; 2006-07, eighty-four (\$84) dollars per month for the time of active employment during which the employee posts his Black Seal license in the schools.

3. Employees working more than one-half (1/2) their normal work year will be advanced to the next step for the next year. Employees working less than one-half (1/2) of their normal work year will remain on their present step. Paid medical leave shall be treated as time worked for purposes of salary guide advancement.

4. Custodians, janitors, custodians/janitors called for an emergency shall be guaranteed a minimum one and one-half (1 1/2) hours overtime compensation at each individual's hourly rate as per their contracted salary.

a. Custodians are responsible to insure that the buildings are left in a secure condition (windows and doors checked, etc.).

F. Summer pay plan for teachers.

1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semimonthly installments.

2. Teachers may individually elect to have five percent (5%), ten percent (10%), fifteen percent (15%), or twenty percent (20%) of their monthly salary deducted from their pay with deductions placed in an interest-bearing account.

a. This selection shall remain in effect for the full school year.

3. The Board shall provide payroll deduction for the South Jersey Federal Credit Union.

4. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.

5. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June. Anyone who exceeds their sick days previous to and during the last two (2) weeks of the close of the school shall be paid within three (3) days after the last teachers working day in June.

G. The Board shall make electronic deposit of paychecks available to all employees at no cost to the employee or Board.

H. Employees may now make adjustments to tax-sheltered annuities in September and/or January of each year and are restricted to all other requirements contained in Board policy 4145.1.

SCHEDULE A

1. Teachers who work ninety-one (91) days or more in any school year will move to the next highest whole step in the next school year while those working ninety (90) days or less in such a school year shall remain on the same salary step for the next school year. Paid medical leave shall be treated as time worked for purposes of salary guide advancement.

SCHEDULE C

SECRETARIES

1. The salary schedules shall apply to all secretaries.

2. One (1) secretary will be permitted to attend the regularly monthly scheduled Association meetings at 3:30 p.m., providing the principal remains in the school office to be available in the event of an emergency. The secretary serving on the PR & R Committee shall be permitted to attend at least one (1) committee meeting per month beginning at 3:30 p.m.

3. Each employee will be permitted a coffee break limited to ten (10) minutes per day.

4. Employees working more than one-half (1/2) of their normal work year in a given work year will advance to the next salary step for the next year. Employees working less than one-half (1/2) of their normal work year in a given work year will remain on their present salary step for the next work year. Paid medical leave shall be treated as time worked for purposes of salary guide advancement.

5. Secretaries who stay beyond their normal work day for non-secretarial duties shall be compensated with "compensatory time."

a) Secretaries reserve the right to refuse said request.

6. Secretaries who are required to perform secretarial duties beyond their normal work day shall be compensated at an hourly rate determined by their individual per diem divided the number of hours in the school day.
 - a) Secretaries reserve the right to refuse said request.
7. The superintendent has sole responsibility to approve all overtime requests in advance.
 - a. Such requests will be considered only in extreme emergencies.

ARTICLE XIII

TEACHER ASSIGNMENT

- A. The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency not later than August first.
- B. Each full time nurse will be compensated as follows: 2004-05, three hundred forty (\$340) dollars; 2005-06, three hundred fifty- six (\$356) dollars; 2006-07, three hundred seventy- two (\$372) dollars in the last pay of the year for reimbursement of travel expenses for transporting students.
- C. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall only be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Examiners.
- D. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable.

ARTICLE XIV

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. The Superintendent shall deliver to the Association a listing of positions available as they become vacant. These vacancies shall be filled as personnel are available.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional

requirements and best interests of the school system and no such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewed or subsequent request for transfer may be made in the following school year.

C. When, in the opinion of the administration, a situation arises whereby a transfer of grade and/or subject assignment or building may prove the determining factor toward an individual retaining their job, voluntary transfer may take place when mutually agreed upon by the teacher and the administration. This transfer shall take precedence over any applied voluntary transfer.

ARTICLE XV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than May 30th.

B. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon request, of the teacher, the Superintendent shall meet with him/her. The teacher may, at his/her option, have an Association representative present at such meeting.

ARTICLE XVI

PROMOTIONS

A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including but not limited to positions as superintendent, principal, specialists and department heads. The Superintendent will notify the Association of all vacancies.

1. When school is in session, the Association shall be notified as far in advance as practicable, and no less than fifteen (15) days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at a time of posting. Teachers who desire to apply for such vacancies shall submit

their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's Office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

2. 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. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in each school, and a copy of said notice shall be given to the Association.

B. The Board will notify the Association of qualifications, duties and compensation. The Board also agrees to notify the Association upon any decision which would alter any of the above.

C. All qualified teachers shall be given adequate opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board and when all other factors are substantially equal, length of time in the Bellmawr School District shall be the deciding factor.

ARTICLE XVII

HOME TEACHING AND FEDERAL PROGRAMS

A. All openings for positions in home teaching, federal projects, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized for publicizing promotional vacancies set forth in Article XVI, Sections A and B, of this Agreement. The Association will furnish the Superintendent with a list of people interested in home teaching openings by October first (1). The people will

be given first consideration.

B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, school district; and when all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding years. Teachers employed in the Bellmawr School District shall have priority to such assignments before appointment to applicants from outside the District.

C. Salary schedules for positions included in the Article shall be negotiated under procedures outlined in Article II of this Agreement along with regular salary schedules whenever possible, or at such other times as may be appropriate in order to conform to the time requirements for the implementation of said program.

ARTICLE XVIII

TEACHERS EVALUATION

A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping devices, mechanical or otherwise, shall be strictly prohibited.

2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

3. A teacher shall be given a copy of any class-visit or evaluation report prepared by their evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conferences if requested by either the principal or the teacher. Teachers will sign all evaluation forms. No teacher shall be required to sign a blank or incomplete evaluation form.

4. Results of standardized tests shall not be used as sole indicator of pupil progress in evaluating teacher performance.

B. Any complaints regarding a teacher made to any member of the Administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to, and/or rebut such complaint, and

shall have the right to be represented by the Association upon request at any meeting or conference regarding such complaint.

ARTICLE XIX

TEACHER FACILITIES

A. Each school shall have the following facilities:

1. There should be an appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall regularly cleaned by the school's custodial staff.
2. Well-lighted and clean teacher rest room, separate for each sex and separate from the students' rest rooms.
3. Copies, exclusively for each teacher's use, of all texts used in each of the courses they are to teach.

ARTICLE XX

TEACHER ADMINISTRATION LIAISON

A. The Association's representatives shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement. These representatives shall consist of the Association President, Vice President, Principals from each building, building representatives from each building or their alternatives.

ARTICLE XXI

SICK LEAVE

A. All teachers employed on a ten (10) month contract shall be entitled to eleven (11) sick leave days each school year and those teachers contracted to work forty-seven (47) or more weeks per year shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Upon successful application to the New Jersey Pension and Annuity Fund, a retiring employee shall be reimbursed financially for unlimited accumulated sick days. The pay per accumulated sick day shall be for the duration of the contract (July 1, 2004 – June 30, 2007):

2004 – 2005	\$125.00
2005 – 2006	\$120.00
2006 – 2007	\$115.00

2. Should total sick leave reimbursement be \$15,000 or less, the Board agrees to a lump sum payout by July 15 for a June 30 retiree and January 15 for a December 31 retiree of the employee's last year. A payout that exceeds the above figure will be paid out over three (3) or five (5) years, as selected by the employee, in equal installments complying with the above dates.

3. In the event of the death of the retiree prior to the completion of payments for sick leave reimbursement, the Board agrees to complete payments to the retiree's estate within one (1) year of death.

C. Any employee of the Bellmawr Board of Education who amasses perfect attendance in any calendar school year shall accumulate an additional one (1) sick day.

ARTICLE XXII

TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year;

1. Time necessary for appearance in any legal proceedings connected with the teacher's employment.

2. Time necessary for jury duty, less the amount of money received as compensation for jury duty service.

3. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, parent, grandparent, father-in-law, mother-in-law, brother, sister, and any other co-habitor of the immediate household. Teachers shall be granted up to two (2) days in the event of death of a teacher's son-in-law, daughter-in-law, brother-in-law, or sister-in-law, or relative outside the teacher's immediate family as defined above. A form should be submitted to the Superintendent indicating the reason for the absence.

a. In the event of a death of a student in the Bellmawr School System, the Superintendent shall grant to a maximum of three (3) teachers sufficient time off to attend the funeral.

b. In the event of the death of a teacher in the Bellmawr School System who has taught or who is currently teaching here, a mutual decision will be reached by the Association President and the Superintendent concerning the arrangements.

4. In the event of serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other co-habitor of the immediate household, the teacher shall receive a maximum total of five (5) days in any one school year. This limit may be extended by the Superintendent, at his sole discretion, upon the request by the teacher. Form A-4 will be submitted to the superintendent within two (2) working days following the employee's return to work. Also the required doctor's note will be submitted within ten (10) working days.

5. Time necessary for persons called into temporary active duty of any unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid up to two (2) week's salary, less their military pay, at any one time.

6. Other leaves of absence with pay may be granted by the Board for good reason.

B. An allowance of up to three (3) days shall be granted by the Superintendent for personal business which cannot be handled outside of school hours or for any other emergency. Five (5) days prior notice should be given where possible, but, in any case, the form must be filed stating the reason for the absence in explicit terms. A minimum of forty-eight (48) hours notice must be given in any case. Except in case of an emergency, then the Superintendent's Office must be contacted as soon as the teacher becomes aware of the emergency and the nature of the emergency must be made known to the Superintendent. These days also may not be utilized to extend any legal holiday, vacation or sick leave period. Also subsequent honeymoon or recreational or pleasure activities are excluded from personal business leave. These three (3) days may not be used to extend limits on absences listed in other articles of this Agreement. Only five percent (5%) of the staff may be absent under the terms of this Article at any one time. The three (3) days may be utilized for preparation for marriage, honeymoon, or one (1) day to attend a marriage of a member of the immediate family. Medical visitation to prevent serious illness would be considered a valid use of days in this Article. Any unused personal leave time in this section shall automatically convert to cumulative sick leave days in the next contract year.

ARTICLE XXIII

EXTENDED LEAVES OF ABSENCE

A. The Board shall grant maternity leave of absence without pay to any teacher upon request in accordance with the following provisions:

1. Any teacher who becomes pregnant shall notify the Superintendent thereof in writing within sixty (60) days after her pregnancy has been medically confirmed.

2. Any teacher seeking a leave of absence for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said teacher proposes to return. The leaving and return date shall coincide with the beginning or end of a regular pay period. The Board shall honor the leave dates so requested, if the same will not substantially interfere with the effective administration of the educational program to which the teacher was assigned and subject to the following conditions:

a. The Board may require as a condition of the teacher's return to service production of a certificate from a physician certifying that the teacher is medically able to assume her duties.

b. In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence for tenured teachers.

c. In no event shall such leave extend beyond a period of twenty-four (24) calendar months from the date on which said leave is to commence for tenured teachers.

3. The Board reserves the right to remove any pregnant teacher from her position or to insist that the teacher accept a leave of absence therefrom if, after her pregnancy is confirmed, her teaching performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue teaching. Such physical capacity shall be deemed so impaired if any of the following occur:

a. The pregnant teacher, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or

b. The pregnant teacher's physician and a physician designated by the Board agree that she is not medically able to continue to perform her duties; or

c. If, after a difference of medical opinion by the teacher's physician and the Board's physician, a third physician designated by mutual agreement of the teacher and the Board, or, if no such agreement can be reached, by the Camden County Medical Society, certifies that, in their opinion, the teacher is not medically able to perform her duties.

4. In the event that a teacher's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said teacher may apply for early reinstatement by filing a written request therefor with the Superintendent accompanied by a physician's certification that she is medically able to resume or to continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the teacher in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the teacher in question was assigned and seeks to be reinstated.

5. After the granting of leave to any teacher pursuant to the provisions of this Article, the Board will give reasonable consideration to requests from the teacher for either the extension or reduction of the period of leave so granted, provided that the teacher requesting same makes written application for such adjustments to the Superintendent of Schools and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contraindicated and that the teacher is or will be able to resume her duties on the date on which resumption is requested.

6. Any teacher adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier, if necessary to fulfill the requirements for the adoption providing they have notified the Superintendent a minimum of three (3) months before custody of said infant.

- B. Other leaves of absence without pay may be granted by the Board for good reason.
- C. All benefits to which a teacher was entitled at the time their leave of absence commenced, including unused accumulated sick leave, shall be restored to them upon their return, and they shall be assigned to the same position which they held at the time said leave commenced, if available or, if not, to a substantially equivalent position.
- D. All extensions or renewals of leaves may be applied for and, if approved, granted in writing.
- E. The Board will provide a sabbatical leave of absence for a maximum of one (1) year for study or travel without pay with the proviso that only one teacher may be on sabbatical leave in any given school year and that in order to be eligible for sabbatical leave, the teacher must have been employed in the district for at least seven (7) years.

ARTICLE XXIV

SUBSTITUTES

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers may call a telephone answering service between 7:00 p.m. and 7:00 a.m. to report unavailability for work.
- B. In the absence of any teacher who meets with regularly assigned classes, a substitute will be provided.
- C. If a substitute cannot be provided, teacher(s) who assume any of the teaching responsibilities of the absent teacher shall be reimbursed at the following rates: 2004-05, thirty-two (\$32) dollars; 2005-06, thirty-four (\$34) dollars; 2006-07, Thirty-five (\$35) dollars per hour of coverage for actual time worked. Total reimbursement shall not exceed five (5) hours per day.
 - 2. Assuming homeroom responsibility in grades five (5) through eight (8) shall not be reimbursable time except under the following conditions:
 - a. A teacher covering morning homeroom also covers any or all of the teaching period which immediately follows.
 - b. A teacher who covers afternoon homeroom also covers any or all of the teaching period immediately preceding homeroom.

ARTICLE XXV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.

B. To work toward the ends stated above, the Board agrees to compensate teachers as follows: 2004-05, one thousand eight hundred thirty-three (\$1833) dollars; 2005-06, one thousand nine hundred fifteen (\$1915) dollars; 2006-07, two thousand one (\$2001) dollars.

C. Requirements:

1. Staff member must be an employee of the Bellmawr Board of Education when the courses are taken.
2. Staff member must be an employee of the Bellmawr Board of Education when the payment is made.
3. Staff member must submit Form D-10 Request for reimbursement to the Superintendent fourteen days prior to registration for the course.
4. Staff members must receive notice of approval or disapproval by Superintendent within one (1) week of submitting Form D-10.
5. Staff member shall receive reimbursement for courses which are taken between July 1 and June 30 of each school year provided the employee has earned a grade of "C" or better for the approved course(s).

D. Procedure for Payment:

1. Staff member shall submit the following to the Board Secretary on or before September 15 of each school year.

- a. Receipted bill for tuition from institution, or canceled check.
 - b. Receipted bill for text.
2. All reimbursement for courses taken between July 1 and June 30 for which the staff member is eligible will accompany the October 15th pay.
- E. Holders of substandard certificates shall receive reimbursement only for courses which earn credits in addition to those needed to keep their present certificate valid. Therefore, all procedures necessary for reimbursement must also be followed for the courses needed to obtain the initial four (4) credits.
- F. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, such sessions which a teacher is required and/or requested by the administration to take.
- G. The additional school day agreed upon through negotiations goes into effect on July 1, 2001. The following conditions reflect said negotiated day:
1. Said day is to be a non-contact student day.
 2. Said day is to be used solely for professional development.
 3. Said day cannot be scheduled beyond the student's calendar school year.
 4. The professional staff's school year will end on the last day of the student's calendar school year.
- H. The Board will provide in-district training to help satisfy the mandated one hundred (100) hours over five years of professional development.
1. In the event of an emergency school closing on said professional development day, said day will be rescheduled.

ARTICLE XXVI
PROTECTION OF TEACHERS,
STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. A teacher may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- C. 1. The Board shall give full support to the teacher in the event of an assault when acting in the discharge of his duties.
2. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.
 3. Benefits derived under this or subsequent agreements shall continue beyond the period of any Worker's

Compensation until the complete recovery of any teacher when absence arises out of/ or from assault or injury.

D. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Superintendent who shall act as liaison between the teacher, the police and the courts, where necessary.

E. If criminal or civil proceedings are brought against a teacher alleging that they committed an assault in connection with their employment, such teacher may request the Board to furnish legal counsel to defend them in such proceeding. If the Board does not offer to provide such counsel and the teacher prevails in the proceeding, then the Board will reimburse the teacher for counsel fee incurred by them in their successful defense.

F. A minimum of two (2) school nurses will be scheduled in the school system each day.

G. The Board shall reimburse a teacher for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of their employment.

ARTICLE XXVII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

After the teacher has exhausted all avenues of discipline, the teacher may send the child to the office.

ARTICLE XXVIII

INSURANCE PROTECTION

A. The Board shall continue to provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher as applied for, beginning on the first day of September.

1. For each teacher who remains in the employ of the Board of Education for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1 and ending June 30.

2. Teachers who sign contracts after the beginning of the school year, who are still employed by the Board in June of that year shall contribute toward their succeeding July and August insurance premiums in an amount equal to the percentage of months [one tenth (1/10)] not worked in the school year at the level of coverage they have selected commencing September first (1).

3. Optional (for employee)

a. The Board and Association agree to establish a cash option in lieu of health benefits, if so allowed by insurer, for prescription, dental, and vision coverage only subject to standard IRS regulations pursuant to Section 125, Cafeteria Plans.

1) Criteria

(a) Husband and wife both employed in district, or

(b) Spouse works out of district carrying health benefits

(c) Bellmawr Board of Education employees will be required to certify that they have health benefits from another carrier.

(d) Any combination of prescription, dental and vision will be offered in the cash option.

b. An employee otherwise entitled to health insurance benefits, (prescription, dental and vision) shall have the option to withdraw from such coverage and to be paid a sum equal to thirty-seven point five (37.5%) percent of Board's cost of health benefits. All withdrawals from health insurance coverage shall be for a minimum of one year corresponding to the benefits period established by the carrier. Level of coverage effective at time of contract ratification. The cash payment shall be made at the end of the school year (available on the last day of school), or in the event of employment termination, a prorated amount shall be paid when the next available payroll is processed.

c. All payments in lieu of health benefits are subject to taxation for State and Federal purposes.

d. Notwithstanding the above, employees who have a change in status [i.e. termination of employment, divorce (copy of decree required), death (copy of death certificate required), group contract policy terminated, military discharge (Form DD214 required)] which causes them to lose coverage elsewhere shall be entitled to re-enroll into the health benefits program provided by the Board and at the coverage level previously held prior to "Cash option."

e. Coverage will begin the first of the month following reapplication for all reasons of termination of health benefits as defined in A-2 except death of insured spouse in which case coverage shall begin immediately after certifying officer is notified of insured spouse becoming deceased.

f. The Bellmawr Education Association and the Board of Education will implement the Cafeteria Plan whenever said plan is recognized by any health carrier.

4. New Employees - All new employees shall be provided with the following insurance coverage at the Boards expense.

a. Family General Health Coverage

b. Single coverage

1) Prescription

2) Dental

3) Vision

c. All above employees shall have the ability to purchase full family coverage at Board rates.

5. Effective September 1 of the fourth year of employment, employees will receive full family coverage of all available insurance plans at the cost of the Board.

6. The Board shall continue to provide and pay the full premium for full family coverage of all plans offered by the Board for employees of the district hired prior to July 1, 1998.

B. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this Article, no later than the beginning of each school year, which shall include a clear description of the conditions and limits of coverage as listed in this Article. A summary of the benefits is attached to and made a part of this agreement as Appendix A.

C. Any teacher who chooses not to participate in the health insurance plan may participate in the NJEA approved/adopted disability plan as described in the proposal on file in the office of the board secretary.

D. The Board will provide a family prescription drug plan with the Board to pay the full cost of the premium. The co-pay per prescription will be \$5.00/\$1.00. A summary of the benefits is attached to and made a part of this agreement as Appendix B.

1. These employees qualifying under section XXVIII A 4b shall receive the above benefits.

E. The Board agrees to continue to provide Family Dental Insurance with the Board to pay the full cost of the premium. A summary of the table of benefits is attached to and made a part of this agreement as Appendix C.

1. These employees qualifying under section XXVIII A 4b shall receive the above benefits.

F. The Board will provide two-party coverage vision plan through the New Jersey Vision Services Plan with the Board to pay the full cost of the premium. The co-pay per vision plan will be \$25.00. A summary of the table of benefits is attached to and made a part of this agreement as Appendix D.

1. These employees qualifying under section XXVIII A 4b shall receive the above benefits.

ARTICLE XXIX

PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a teacher is not an appropriate concern or attention of the Board, except as it may directly prevent the teacher from performing properly his/her assigned functions during the work day or bring discredit to the school system.

B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Bellmawr School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching.

ARTICLE XXX

INSTRUCTIONAL MATERIALS AND SUPPLIES

Teachers shall have the right to forward requests for supplies needed beyond the scope of the general supply list to the Board for approval providing one (1) month's advanced notice is given and approval of the school principal is received.

ARTICLE XXXI

VACATIONS AND HOLIDAYS

1. All custodial, janitorial, and maintenance employees shall be entitled to a minimum of seventeen (17) full day paid holidays per year as specified below:

- | | |
|-------------------|---------------------------------|
| a. New Years Day | i. Veterans Day |
| b. Presidents Day | j. Thanksgiving Day |
| c. Good Friday | k. Christmas Eve |
| d. Easter Monday | l. Christmas Day |
| e. Memorial Day | m. New Years Eve |
| f. Fourth of July | n. Day after Thanksgiving Day |
| g. Labor Day | o. Two (2) NJEA Convention Days |
| h. Columbus Day | p. Martin Luther King Day |

4. The NJEA Convention days referred to above for custodians, janitors, and maintenance persons shall be uniform for all such employees and shall be chosen by mutual agreement between the Board of Education and the Association.

5. If any of the above listed holidays fall on a weekend, then said employees shall be entitled to a complimentary day for each day lost to be taken at a mutually agreeable time during the contract year.

6. Custodial and Secretarial Vacation

Employees who have not completed two (2) years employment for the Bellmawr Board of Education shall receive one (1) day's vacation for each two (2) months of employment for a maximum often (10) days. Employees who have completed seven (7) years of employment shall receive three (3) weeks vacation. Employees who have completed thirteen (13) years of employment shall receive four (4) weeks of vacation.

7. Custodians shall be entitled to take up to two weeks vacation during the school year. Each vacation period during the school year may not exceed one week.

8. Overtime will be made available to all custodial employees on a rotating basis. Special projects requiring special skills shall not be included in the overtime which is offered on a rotating basis.

9. Secretaries may take one week of allotted vacation during the school year subject to the approval of Principal and Superintendent.

10. Secretaries may take one (1) additional earned vacation day off during the school year under the following conditions:

- a. Cannot extend vacation as defined in Article XXXI, 9.
- b. Must give two (2) weeks notice
- c. Secretaries at Bell Oaks and/or Bellmawr Park must rotate to cover the Burke School secretary.
- d. Only one secretary per requested date.

ARTICLE XXXII

MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to the 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 provisions or applications shall continue in full force and effect.

B. Any individual contract between the Board and an individual member of the negotiating unit, 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.

C. Copies of this Agreement shall be printed and the expense shall be equally shared by both parties and made available within ninety (90) days after the Agreement is signed. It shall be made available to those now employed or hereafter employed.

D. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement in accordance with applicable laws and regulations (a) to direct employees of the School District, (b) to hire, promote, transfer, assign and retain employees in positions in the School District, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the School District operations entrusted to them, and (e) to determine the methods, means and personnel by which such operations are to be conducted.

E. It is understood by all parties that under the ruling of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

F. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

G. All terms and conditions of employment in force and effect on the date of this Agreement, known by the parties or an agent thereof, shall continue to be applicable during the term of this Agreement.

H. No Reprisal Clause

1. The Board and Association agree that the teachers and secretaries work year for the 1986-87 school year will not be reduced as a result of the 1986-87 labor dispute.

2. The parties agree that the twelve (12) month employees who were scheduled to work and are unable to make up the lost time will be provided the opportunity to use any leave time available to them rather than lose the time during the school calendar or scheduled make up days.

3. The parties agree and understand that there will be no action, legal or otherwise, taken by the Board or the Association against any employee, individual or other legal entity for participating or failing to participate in the 1986-87 contract dispute between the parties.

ARTICLE XXXIII

REDUCTION IN FORCE

The Superintendent will develop a R.I.F. procedure. The Superintendent will confer with the Association during the development of the procedure. The implementation and final approval of the procedure is the sole responsibility of the Superintendent. If the procedure itself, once implemented, is violated, that act shall be grievable. The procedure will be an appendix to this Agreement for reference.

A. When the Superintendent is directed by the Board of Education that a reduction in force is to take place, the

Superintendent shall base his recommendations on the following standards:

1. Certification and length of service in the district shall dictate the order of reduction.

a. Certificate indicating positions for which a teacher is eligible must be on file in the Office of the Superintendent at the time that the reduction in force is being considered.

b. Length of service in the district for all teachers who began such service at the beginning of the school year shall be computed from September 1 of that year.

2. In the case of teachers with identical seniority and identical certification, teachers teaching classes at the grade level that are to be eliminated will be released first.

3. In the case of all the factors listed above being equal, length of service in the teaching profession shall be the determining factor.

4. In the case of all the factors listed above being equal, teachers will be considered on the basis of the accumulation of graduate credits for which a transcript of the credits is on file in the Office of the Superintendent at the time that the reduction in force is being considered. Those with less graduate credits shall be released first.

5. In the case of all the factors listed above being equal, judgment of the administration shall be the determining factor.

B. The Board of Education shall direct the Superintendent at which point in the discussion that notification of the proposed reduction in force shall be given to the President of the Bellmawr Education Association.

C. 1. Teachers who have been released because of a reduction in force shall be considered as awaiting recall for a period of two years from June 30 following their release.

2. Teachers who have been released shall be recalled in reverse order dependent on proper certification for the vacancies that occur.

3. Teachers who have been released shall notify the Superintendent by registered mail annually during the month of January of their interest in being recalled. If no letter is received, a teacher will have abandoned interest in consideration for future vacancies.

4. While teachers are awaiting recall, there will be no new hiring for any position except on a substitute basis unless:

a. No teacher awaiting recall has a certificate on file in the office of the Superintendent indicating eligibility for the vacant position.

b. All certificated teachers awaiting recall decline the offer to the vacancy or do not accept the offer within ten days of receiving notification by registered mail of the vacancy or fail to reply within the same time limit.

5. All teachers awaiting recall shall be placed at the top of the substitute list if they so desire.

6. Teachers awaiting recall shall be given first preference for long-term substitute positions for which they have a certificate on file in the Office of the Superintendent.

7. Teachers awaiting recall may improve their position as to accumulated credits by obtaining these graduate credits while on recall and forwarding a transcript to the Office of the Superintendent.

ARTICLE XXXIV

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007 . In accordance with the Association's right to negotiate over a successor agreement as provided in Article 11, this Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

BELLMAWR EDUCATION ASSOCIATION

BY: Edward J. Beal
President

BY: Lorraine Gancher
Secretary

BELLMAWR BOARD OF EDUCATION

BY: Betty Sheppard
President

BY: B. B. Mini
Secretary

SCHEDULE A

TEACHERS

2004 . 2005

<u>STEP</u>	<u>A-1</u>					
	<u>BA</u>	<u>B+15</u>	<u>B+30</u>	<u>MA</u>	<u>M+15</u>	<u>M+30</u>
1	\$37,409	\$39,463	\$40,982	\$42,137	\$44,949	\$45,532
2	37,609	39,663	41,182	42,337	45,149	45,732
3	39,153	41,208	42,727	43,882	46,694	47,277
4	40,698	42,752	44,271	45,426	48,238	48,821
5	41,728	43,783	45,302	46,457	49,269	49,852
6	42,759	44,813	46,332	47,487	50,299	50,882
7	44,037	46,647	48,354	49,509	52,768	53,352
8	45,316	48,480	50,375	51,530	55,236	55,821
9	47,091	50,313	52,397	53,552	57,704	58,291
10	49,877	52,146	54,419	55,574	60,172	60,760
11	53,410	53,988	56,439	57,595	62,641	63,229
12	57,830	58,478	59,126	60,423	61,070	61,721
13	65,230	65,878	66,526	67,823	68,470	69,121
14	72,630	73,278	73,926	75,223	75,870	76,521

LONGEVITY .

Beginning September 1,2000, all teachers who have completed twenty-five (25) years of service and are listed on Schedule A shall receive, along with their regular contracted salary an additional one thousand dollars (\$1000) payable through their regular pay schedule.

TEACHERS

2005 - 2006

	A-2					
<u>STEP</u>	<u>BA</u>	<u>B+15</u>	<u>B+30</u>	<u>MA</u>	<u>M + 15</u>	<u>M+30</u>
1	\$39,842	\$41,953	\$43,514	\$44,702	\$47,592	\$48,191
2	40,042	42,153	43,714	44,902	47,792	48,391
3	40,242	42,353	43,914	45,102	47,992	48,591
4	41,829	43,941	45,502	46,689	49,579	50,179
5	42,888	45,000	46,561	47,748	50,638	51,238
6	43,947	46,059	47,620	48,807	51,697	52,297
7	45,261	47,944	49,698	50,885	54,235	54,835
8	46,576	49,828	51,776	52,963	56,771	57,373
9	48,400	51,712	53,854	55,041	59,309	59,911
10	51,263	53,596	55,931	57,119	61,845	62,449
11	54,895	55,489	58,008	59,196	64,383	64,987
12	60,249	60,915	61,581	62,915	63,580	64,248
13	67,449	68,115	68,781	70,115	70,780	71,448
14	74,649	75,315	75,981	77,315	77,980	78,648

LONGEVITY .

Beginning September 1,2000, all teachers who have completed twenty-five (25) years of service and are listed on Schedule A shall receive, along with their regular contracted salary an additional one thousand dollars (\$1000) payable through their regular pay schedule.

TEACHERS

2006 - 2007

	A-3					
<u>STEP</u>	<u>BA</u>	<u>B+15</u>	<u>B+30</u>	<u>MA</u>	<u>M±15</u>	<u>M±30</u>
1	42,342	44,510	46,112	47,331	50,298	50,913
2	42,542	44,710	46,312	47,531	50,498	51,113
3	42,742	44,910	46,512	47,731	50,698	51,313
4	42,942	45,110	46,712	47,931	50,898	51,513
5	44,029	46,197	47,799	49,018	51,985	52,601
6	45,116	47,284	48,887	50,105	53,072	53,688
7	46,465	49,219	51,020	52,239	55,677	56,294
8	47,815	51,153	53,153	54,372	58,281	58,899
9	49,688	53,088	55,286	56,505	60,886	61,505
10	52,627	55,022	57,419	58,638	63,490	64,110
11	56,355	56,965	59,551	60,771	66,095	66,716
12	62,949	63,618	64,302	65,671	66,354	67,040
13	69,749	70,418	71,102	72,471	73,154	73,840
14	76,649	77,318	78,002	79,371	80,054	80,740

LONGEVITY .

Beginning September 1, 2000, all teachers who have completed twenty-five (25) years of service and are listed on Schedule A shall receive, along with their regular contracted salary an additional one thousand dollars (\$1000) payable through their regular pay schedule.

EDUCATIONAL SIGN LANGUAGE INTERPRETER

2004 - 2007

A-4

Step	Salary
1	\$23,988
2	24,925
3	25,798
4	26,701
5	27,635
6	28,602
7	29,603
8	30,639
9	31,712
10	32,821

*Hourly rate for services rendered beyond the regular school day, as approved by the Superintendent, shall be determined by dividing the per diem salary (salary / 184) by seven hours per day.

The above salary includes one hour of evening instruction per week provided to the student and his/her parents/guardians at a time as mutually agreed upon.

*Additional steps on the guide will be determined by multiplying the annual salary by the percent of increase as determined by the negotiated agreement with the Bellmawr Education Association and the Board of Education.

SCHEDULE B

1. Hourly payment for Home Instruction in High School Equivalency, Saturday Detention Monitors, Administrative Detention Monitors, Computer Person(s), and Tutors shall be paid thirty-seven dollars and eighty-three cents (\$37.83) in 2004-2005, thirty-nine dollars and fifty-three cents (\$39.53) in 2005-2006 and forty-one dollars and thirty cents (\$41.30) in 2006-2007 per hour.

	<u>2004 - 2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Intramural Coach (2)	\$3,104	\$3,243	\$3,389
Music Program	2,913	3,044	3,181
Basketball Coach (2)	2,913	3,044	3,181
Softball Coach (2)	2,913	3,044	3,181
Cheerleading Coach	1,815	1,897	1,982
Safety Patrol (one per school)	1,097	1,146	1,198
Renaissance Advisor	3,104	3,243	3,389
Peer Mediation & Mentoring Advisor	3,104	3,243	3,389
Yearbook Advisor	2,191	2,290	2,393
Student Council Advisor	1,097	1,146	1,198
National Jr. Honor Society Advisor	1,097	1,146	1,198
Chess Team	1,516	1,584	1,655
Drama Coach	2,121	2,217	2,316
Public Information Specialist	3,530	3,689	3,855
Scheduling Consultant	1,814	1,896	1,981
Peer Tutoring Coordinator	1,919	2,005	2,096

2. Payment for the following positions shall continue during the term of this agreement.

3. Any position that pays a stipend for two (2) persons, intramural coach (2), *basketball coach (2), Odyssey of the Mind Coach (2) and only one (1) person applies yet fulfills the responsibilities of both positions per job description, shall receive full compensation allocated for two (2) persons.

4. The previous year coach, advisor, specialist, consultant, or coordinator shall have the right of first refusal for the next school year's position. The employee shall notify the superintendent in writing, by May fifteen (15), of said school year that he or she is not interested in said position.

a. The principal shall make recommendations(s) to the superintendent concerning the appointments.

If *Two (2) games are scheduled on the same day, the coach would be contractually obligated to reschedule one (1) of the games.

SCHEDULE C
SECRETARIES
SALARIES

<u>STEP</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
1	\$21,500	\$22,000	\$22,500
2	22,000	22,500	23,000
3	22,500	23,000	23,500
4	23,000	23,500	24,000
5	23,465	24,000	24,500
6	24,000	24,521	25,000
7	24,500	25,000	25,624
8	24,755	25,500	26,000
9	25,000	25,869	26,500
10	25,500	26,000	27,033
11	26,000	26,500	27,500
12	26,500	27,000	28,000
13	27,000	27,500	28,500

OFF GUIDE

<u>STEP</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
A	43,733	45,701	47,758
B	42,036	43,928	45,905
10/12 EMPLOYEE	28,121	29,386	30,708

SCHEDULE D
CUSTODIAL - CUSTODIAN
SALARIES

<u>STEP</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
1	\$26,000	\$27,000	\$28,000
2	26,500	27,500	28,500
3	27,000	28,000	29,000
4	27,500	28,500	29,500
5	28,000	29,000	30,000
6	28,500	29,500	30,500
7	29,000	30,000	31,000
8	29,500	30,500	31,500
9	30,000	31,000	32,000
10	30,500	31,500	32,500
11	31,150	32,000	33,000
12	31,500	32,552	33,500
13	32,000	33,000	34,017
14	32,500	33,500	34,500
15	33,000	34,000	35,000
16	33,500	34,500	35,500

OFF – GUIDE

<u>STEP</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
A	49,921	52,167	54,515
B	44,528	46,532	48,626

SCHEDULE D
CUSTODIAL - JANITOR
SALARIES

<u>STEP</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
1	\$24,000	\$24,500	\$25,000
2	24,500	25,000	25,500
3	25,000	25,500	26,000
4	25,500	26,000	26,500
5	26,000	26,500	27,000
6	26,500	27,000	27,500
7	27,000	27,500	28,000
8	27,500	28,000	28,500
9	28,000	28,500	29,000
10	28,500	29,000	29,500
11	29,000	29,500	30,000
12	29,962	30,000	30,500
13	31,160	31,310	31,400
14	31,425	32,562	32,719
15	32,000	32,839	34,027

OFF GUIDE

<u>STEP</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
A			34,317

SCHEDULE E
CLASSROOM AIDES

SALARIES

<u>STEP</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
1	\$15,600	\$15,900	\$16,200
2	15,998	16,302	16,616
3	16,354	16,718	17,036
4	16,828	17,089	17,471
5	17,188	17,585	17,859
6	17,539	17,962	18,377
7	18,013	18,329	18,770
8	18,404	18,823	19,153
9	18,917	19,232	19,670

OFF GUIDE

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
A	24,093	25,177	26,310
B			20,097

APPENDIX A

PRESCRIPTION DRUG PLAN

INSURER:	State Health Benefits Plan Prescription Drug Program
DEDUCTIBLE:	\$5 (name brand)/\$1 (generic) co-pay per 30 day supply-retail or up to 90 day supply-mail order
DEPENDENT CHILDREN:	Covered until the end of the year following 23 rd birthday regardless of student status
LIMITATION:	No payment will be made for expenses incurred for: *immunization agents, biological sera, blood or blood plasma; *experimental drugs labeled "Caution-limited by Federal Law to investigational use"; *medication which is taken or administered, in whole or in part, at the place where it is dispensed or while a person is a patient in an institution which operates or allows to be operated, units premises a facility for dispensing pharmaceuticals; *any refill dispensed more than one year from the date of physician's order; *any medication which may be obtained without charge through any public program, other than Medicaid.

*See restrictions for "New Employees" - Article XXVIII,A-4,5.

APPENDIX B

DENTAL PLAN

INSURER: DELTA DENTAL PLAN OF N.J.

CONSULTANT: Commerce National Insurance Services

DEDUCTIBLE: \$50.00 annual per insured. Does not apply to Class I.

MAXIMUM: \$1500 payable per person, per calendar year

BENEFITS:

Class I - Diagnostic and General Plan pays 100% of Reasonable and Customary charges for:

- a. examination
- b. emergency treatments
- c. x-rays and lab tests
- d. teeth cleaning-prophylaxis
- e. fluoride treatments
- f. Space maintainers

Class II - Plan pays 70% of Reasonable and Customary charges for:

- a. anesthesia
- b. restorative-fillings, recementing of inlays and crowns; crowns, inlays and gold restorations will be provided when teeth cannot be restored with other materials
- c. endodontics pulp capping and root canal therapy
- d. periodontics gum disease treatment & surgery
- e. prosthodontics-maintenance of dentures & bridges
- f. oral surgery and extractions

Class III - Plan pays 50% of Reasonable and Customary charges for:

- a. gold & Porcelain inlays
- b. gold foil restorations
- c. crowns-capping of teeth (as part of bridge)
- d. prosthodontics-making and installing the bridges and dentures

Class IV - Plan pays for 50% of Reasonable and Customary charges for:

- a. orthodontia - braces on teeth (children only)
\$1500 maximum

CHILDREN: Dependent children covered to age 19; 23 if full-time student

DENTAL CAPITATION OPTION: Will be made available if the carrier is able to benefit as part of overall dental program

*See restrictions for "New Employees" - Article XXVIII.A-4,5.

APPENDIX C

VISION PLAN

INSURER: N.J. Vision Services Plan

CONSULTANT: Commerce National Insurance Services

DEDUCTIBLE: \$25.00 co-pay

BENEFITS: Vision examination once every (12) months
Lenses once every (24) months
Frames once every (24) months
Contact lenses once every (24) months with allowance equal to lens and frames benefits

EXCLUSIONS: Orthoptics or vision training and any associated supplemental testing; plans lenses; or two pair of glasses in lieu of bifocals.

Replacement of lenses and frames furnished under this plan which are lost or broken except at the normal intervals when services are otherwise available.

Services and supplies for cosmetics purposes.

Medical or surgical treatment of the eyes.

Any eye examination or any corrective eye wear required by an employer as a condition of employment.

DEPENDENTS: One additional family member covered.

*See restrictions for "New Employees" - Article XXVIII,A-4,5.