
AGREEMENT

BETWEEN

BERLIN BOROUGH BOARD OF EDUCATION

AND

BERLIN BOROUGH EDUCATION ASSOCIATION

FROM

July 1, 2019

TO

June 30, 2023

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PREAMBLE

This Agreement entered into this 20th day of November 2019, by and between the Board of Education of the Borough of Berlin, hereinafter called the "Board" and the Berlin Borough Education Association, hereinafter called the "Association".

ARTICLE I COMMON CONTRACT LANGUAGE FOR ALL MEMBERS & RECOGNITION

1:1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and the terms and conditions of employment for all employees employed or to be employed by the Board, including:

1:2 Unless otherwise indicated, the term "employee," will convey benefits on the unit as a whole. For particular terms and conditions of employment, employees included in the unit shall be subcategorized as follows:

Group A: Employees will consist of all Certificated Staff:
Classroom Teachers,
Certified School Nurses,
Special Area Teachers,
Guidance Counselor,
Librarian,
Child Study Team Employees to include
School Psychologist, Learning Disabilities Teacher Consultant, and School Social Worker, Speech Pathologists and Occupational Therapist.

Group B: Special Education Classroom Instructional Assistants and Classroom Aides.

Group C: Custodial and Maintenance Staff

Excluded are: Superintendent
Business Administrator/Board Secretary
Principal & Vice Principal
Supervisors
Community Education & Recreation Director/Curriculum Supervisor
Network Administrator/Technology Coordinator
Facility Director
Administrative Assistants
Non Instructional Aids and Assistants
Secretaries & Clerks
Copy Clerk

1:3 Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male gender shall include the female gender.

Representation Fee

1:4 Members of the represented bargaining unit who do not join the union or association will be required to pay a representation fee according to the New Jersey Employer-Employee Relations Act entitled as N.J.S.A. 34:13 A-5.5 et seq.

ARTICLE II**NEGOTIATION OF SUCCESSOR AGREEMENT**

- 2:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Laws of 1968, and as amended by Chapter 123, Laws of 1974, in good faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than January 31st of the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all bargaining members, be reduced to writing, be signed by the respective Negotiating Teams of the Board and Association, and submitted to the full board and the Association for a ratification vote.
- 2:2 Pursuant to Chapter 202, Laws of 1968, and as amended by Chapter 123 of 1974, the Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in Article 1 of this Agreement, with any organization other than the Association for the term of this Agreement.
- 2:3 This Agreement incorporates the entire understanding of the parties on all matters which have been the subject of negotiations. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter covered by this Agreement.
- 2:4 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable, on the signing date of this Agreement, to employees covered by their Agreement, as established by the rules, regulations, and policies of the Board administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit or responsibility existing prior to its effective date.
- 2:5 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.
- 2:6 To assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, the Board agrees to provide the Association access to all records, data, and information in the possession of the Berlin Borough School District which is in the public domain.

ARTICLE III**GRIEVANCE PROCEDURES**

- 3:1 Definitions:
- 3:1.1 A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of a teacher, group of teachers, or other employee represented by the Association in the negotiating unit as described in Article I, including any complaint by an employee that there has been to him a personal loss or injury because there has been a violation, misinterpretation, misapplication, or infringement upon the provisions of this Agreement, or that there has been a violation, misinterpretation or misapplication of established Board policy or as a result of administrative decision pertaining to Board policy or this Agreement.
- 3:1.2 An "aggrieved person" is the person or persons or the Association making the claim.
- 3:2 The purpose of the procedure set forth hereunder is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of any employee represented by the Association in the negotiating unit as described in Article I. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 3:3 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.
- 3:4 Any aggrieved person may be represented at any or all stages of the grievance procedure by himself, or, at his option, at any stage by a selected representative. When an employee is not represented by the Association, the Association shall have the right to be present at any stage after the completion of Stage 3.
- 3:5 Procedure:
- 3:5.1 Stage One: An employee with a grievance shall, within thirty (30) calendar days of its occurrence, first discuss it with his/her immediate superior with the objective of resolving the matter informally.
- 3:5.2 Stage Two: If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within five (5) school days, he may set forth his complaint in writing to his immediate superior. The immediate superior shall communicate his decision to the employee in writing within five (5) school days of receipt of the written complaint. The parties will use the attached grievance form (Article III Schedule D.).
- 3:5.3 Stage Three: If the grievance is not satisfactorily resolved under the provisions of Stages One and Two, or if no decision has been rendered by the immediate superior, the employee, within five (5) school days the employee may appeal the immediate superior's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds on which the grievance is based. The Superintendent shall give his decision, in writing, to the employee and the employee's immediate superior within ten (10) school days of receipt of the written grievance.
- 3:5.4 Stage Four: If the grievance is not yet resolved to the employee's satisfaction, he may appeal within ten (10) school days of receipt of the Superintendent's decision, to the Board of Education. The request

shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. Copies of the request and all related papers shall be given to the Association. The Board, or a committee thereof, shall hold a hearing with the employee within fifteen (15) school days of receipt of the written grievance or the next regular Board meeting, whichever is later, and render a decision in writing within twenty (20) school days of the hearing. If additional grievances are pending, the hearing of more than one grievance may be scheduled for the same meeting.

- 3:5.5 Stage Five: If, after the decision of the Board of Education, the aggrieved person is still dissatisfied with the disposition of his grievance, he may request the Association to submit it to arbitration. If the Association determines that the grievance is meritorious, it shall notify the Board that it wishes arbitration within twenty (20) calendar days after receipt of a request by the aggrieved person.
- 3:5.5.1 Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from that arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- 3:5.5.2 The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Only the Board, the aggrieved, and his representative shall be given copies of the arbitrator's report of finding and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.
- 3:5.5.3 The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same. Arbitration proceedings shall not take place during school working hours.

3:6 General Provisions:

- 3:6.1 In the event a grievance is filed at such time that it cannot be processed through all the stages in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person, 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. Otherwise, any grievance not processed in accordance with the time limits specified herein shall be deemed relinquished by the aggrieved person.
- 3:6.2 Administrative failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved person to proceed promptly to the next stage. The time limits specified at any stage may be extended in any particular instance by agreement between the Superintendent or his designee and the aggrieved.
- 3:6.3 No aggrieved person nor the Association shall seek any relief until it exhausts its remedies under the grievance procedure.
- 3:6.4 The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.
- 3:6.5 It is understood that the aggrieved person or persons shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

*Grievance Report Form in Appendix – Listed as Form “3-A Grievance Form”

ARTICLE IV**ASSOCIATION RIGHTS AND PRIVILEGES**

- 4.1 The Board agrees to furnish to the Association in response to reasonable requests from time--to-time all available public information and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- 4.2 Whenever any representative of the Association or any employee is mutually scheduled by the BBEA and the Board of Education to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
- 4.3 Representatives of the Association, the New Jersey Education Association, Camden County Council of Education Associations, and the National Education Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Said representatives shall make the principal or school office aware of their presence in the building.
- 4.4 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon application for use of buildings through the Superintendent of Schools.
- 4.5 The rights and privileges of the Association and its representatives, as set forth in this agreement, shall be granted only to the Association as the exclusive representative of the employees, and no other employee organization.
- 4.6 The Association President (or designee) shall be given a total of three (3) days per academic year to attend to Association business.

ARTICLE V**EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- 5.1 Nothing contained herein shall be construed to deny or restrict from any employee or the Board such right as either may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees herein shall be deemed to be in addition to those provided elsewhere.
- 5.2 Any questioning or criticism by a supervisor, administrator, or a board member of an employee and his instructional methodology and/or professional performance (as applicable) shall be made in confidence and not in the presence of students, parents, or in public gatherings.
- 5.3 Before any employee is required to appear before the Board or a Board Committee concerning any matter which could adversely affect the continuation of that employee in his office, the following steps must be taken:
- 5.3.a A meeting with the Superintendent or his designee shall be held.
 - 5.3.b The employee shall be provided with prior written notice of the Board or Committee meeting and the reason(s) for such meeting or interview.
 - 5.3.c The employee shall be entitled to have a representative of the Association present with him at any disciplinary meeting with an administrator or supervisor or with the Board or with a Board Committee occurring under the provisions of this section. This representative may speak on behalf of the employee at the employee's request.
 - 5.3.d Other meetings between employees and administrators shall not be subject to the above.
- 5.4 Any suspension of an employee pending charges may be with or without pay at the discretion of the Board. If without pay, it shall be placed in escrow pending outcome.
- 5.5 The employee shall have the right to make their views known to the administrative personnel regarding the equitable distribution of responsibilities and workload amongst the staff shall be made in confidence and not in the presence of students, parents, or in public gatherings.
- 5.6 An employee shall have the right to review and copy, at his expense, the contents of his personnel file with the exception of any documents sent to the Board to be held in confidence. The review of this file must be arranged at a time mutually agreeable to the Superintendent and the employee and be held in the presence of the Superintendent or his designee.
- 5.7 A tape recorder or video tape equipment may be used for staff development or public relations purposes if mutually agreeable between the employee and administrator or supervisor.

ARTICLE VI**FACULTY-ADMINISTRATION LIAISON**

- 6:1 The Association shall establish a liaison committee which shall meet during the school year as needed with the Superintendent and the Principal to review and to discuss school district problems and practices. No item may be presented through the liaison committee unless it has been discussed at a Berlin Borough Education Association meeting. The liaison committee is strictly an advisory group.

ARTICLE VII**BOARD RIGHTS AND RESPONSIBILITIES**

- 7.1 The Board reserves to itself sole jurisdiction and authority over all matters of policy and retains those rights which derive from applicable laws and regulations subject only to the limitations imposed by the language of this Agreement.
- 7.2 It is understood by all parties that under the rulings 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.

ARTICLE VIII**SALARIES**

- 8.1 **GROUP A**
- 8.1.1 The salaries of all teachers covered by this Agreement are set forth in Schedule "A-1" which is attached hereto and made a part hereof.
- 8.1.2 Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal payments on the 15th and 30th of each month.
- 8.1.3 Salaries will be increased by 13.2% over four (4) years with the breakdown as follows:
- | | | |
|-------|-------|--------|
| 8.1.4 | 3.40% | Year 1 |
| 8.1.5 | 3.30% | Year 2 |
| 8.1.6 | 3.30% | Year 3 |
| 8.1.7 | 3.20% | Year 4 |
- 8.1.8 Salaries will be paid retroactively to September 1, 2019.
- 8.1.9 Beginning with the 2020-2021 school year, ten (10) month employees shall have the option to be paid over twelve (12) months.
- 8.1.10 When a payday falls on or during a school holiday or when school is closed, other than for an emergency, teachers shall receive their pay on the last previous working day or a date agreed to by the Board and the Association.
- 8.1.11 Each teacher shall receive his final pay on the last work day in June (unless enrolled in the twelve (12) month option), provided that he has completed all closing procedures as required by the Principal.
- 8.1.12 Each teacher choosing summer savings will have the money deposited in their account no later than five (5) working days following the deduction.
- 8.1.13 Each teacher may individually elect to have their salary reduced, in an amount not to exceed limits set by law, and the money transmitted to an annuity. Monies collected for annuities shall be deposited within five (5) working days following the pay from which the money is collected.
- 8.1.14 The Board agrees to permit the employees to participate in the South Jersey Credit Union. The business office shall make payroll deductions as authorized by the employee and will forward all monies within five (5) working days following the pay from which the money is deducted.
- 8.1.15 The Board agrees to permit employees to have their pay directly deposited into their bank account. Employees must notify, and submit the appropriate paperwork, to the business office if they choose this option by the last day in June for the succeeding year.
- 8.1.16 Teachers who may be required to use their own automobiles to conduct school business at the request of the Administration shall be reimbursed for all such travel according to the rate authorized by the NJ Office of Management and Budget (OMB).

8.2**TEACHER EXTRA PAY FOR THE DURATION OF THIS CONTRACT IS ESTABLISHED AS FOLLOWS:**

- 8.2.1 Curriculum Development Rate: shall be set at the rate of \$1,000 for agreed upon curriculum writing. Administration will seek volunteers to write curriculum within their area(s) of certification. Interested volunteers may be required to spend two days (no more than 5 hours/day) working with administration to establish expectations and begin the process.
After that time, curriculum work will be completed on the staff member's own time and submitted to the Superintendent by June 15th of the year assigned. Failure to complete the work in an acceptable manner for approval by the Board of Education would result in non-payment.
- 8.2.2 Presenter (excludes faculty meetings and in-service days) shall be set at sixty (\$60.00) dollars per hour.
- 8.2.3 District Workshop Participation During Non-School Day (if requested by supervisor,) shall be set at one hundred twenty five (\$125.00) per day at least 4.5 hours.
- 8.2.4 Out of District Workshop Participation During Non-School Day will include Registration Fees, Travel Expenses, Meals, and \$125.00 remuneration for time if requested by the administration. Payment for meals must be approved prior to approval of the teacher's trip.
- 8.2.5 Full-time teachers performing after hours home instruction and summer school instruction at the request of the Administration will be paid at the rate of \$50.00 for the duration of this contract.
- 8.2.6 During the months when school is not in session, CST personnel may be required to perform job-related work duties, which may include, but not limited to: meeting attendance, IEP reviews, parent conferences, and student evaluations, according to the following rates of pay:

School Psychologist, Social Worker, and Learning Disabilities Teacher Consultant shall be paid their salaried pay, per diem.
- 8.2.7 During the months when school is not in session, CST personnel may be required to perform job-related work duties, which may include, but not limited to: meeting attendance, IEP reviews, parent conferences, and student evaluations, according to the following rates of pay:

Speech Pathologists shall be paid their salaried, hourly rate of pay per diem.
- 8.2.8 Summer Professional Development Hours shall be 9:00 AM through 1:00 PM with a working lunch for the daily rate of \$125.00.
- 8.2.9 A:7.2 A Nurse will be compensated at the negotiated daily district workshop rate during a non-school day. Not to exceed two days.
- 8.2.10 Payment of monies earned under Article 8.2.1 through Article 8.2.9, will be paid in the next regular pay. All other monies (i.e. Schedule "B") will be paid on special "extra-pay" paydays in October, December, March, and June.

8.3**TUITION REIMBURSEMENT**

- 8.3.1 The Board agrees to reimburse a maximum of 12 credits per year per individual at the Graduate Rate. If tuition costs are less than the Graduate rate, credits will be

reimbursed according to the credit amount paid. The maximum allowance available for the unit is twenty thousand (\$20,000.00) dollars. Reimbursement is limited to graduate courses, and must be approved by the Superintendent prior to taking said courses.

- 8.3.2 In order to be eligible for reimbursement, the graduate level courses must be directly related to the assignment of the teacher at the time the course is taken.
- 8.3.3 Eligibility for reimbursement commences in third year of employment with the school district.
- 8.3.4 Payment for courses will be made upon proof of successful completion of courses pre-approved by the Superintendent. Successful completion for reimbursement purposes shall require unit members to receive a grade of "B" or better, or "PASS" for courses with a Pass/Fail rating, and provided the teacher is still in the employ of the Board in September when reimbursement is issued.
- 8.3.5 Reimbursement will be issued in September for all credits taken beginning September 1 of the previous year, through August 31. Reimbursement will be issued no later than September 30th.
- 8.3.6 Reimbursement amount per credit will be determined by dividing the total allowance (\$20,000) by the total number of credits earned by all members of the unit. Each credit will then be assigned a value, with individuals receiving payment according to the total number of credits completed.
- 8.3.7 Transcript or grade report and receipts for tuition along with a signed voucher should be submitted to the Superintendent at the completion of approved courses for reimbursement.

8.4

SALARY LEVEL ADJUSTMENTS

- 8.4.1 Salary level adjustments shall be made at the August Board meeting. Written requests for adjustment must be submitted to the Superintendent before August 1st. Any employee taking a late summer course must notify the Superintendent by August 1st of the pending adjustment on the salary guide. Approval, pending appropriate documentation, may be given at the August Board meeting.
- 8.4.2 Teachers shall not be entitled to advancement to the next step on Schedule "A-1" until after successful completion of six (6) months on the prior step.

- 8.5 **GROUP B**
- 8.5.1 Hourly rate for all new Classroom Instructional Assistants employed under the terms of this contract are in accordance with the mutually agreed upon Schedule “A-2” salary guide.
 - 8.5.2 Employees shall be paid on the 15th and 30th of each month.
 - 8.5.3 When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last working prior to the pay date.
 - 8.5.4 Classroom Instructional Assistants required to attend Back to School Night will be compensated at their hourly rate.
 - 8.5.5 CIAs required to accompany a student to a Student Activity after work hours shall receive their hourly rate plus an additional \$25.

- 8.6 **GROUP C**
- 8.6.1 Starting salary for all new full time custodians hired under the terms of this contract will be \$23,300.00 starting in the year 2019-2020.
 - 8.6.2 Annual salary for each full time custodial employee will be increased according to Schedule “A-3”.
 - 8.6.3 Employees shall be paid on the 15th and 30th of each month.
 - 8.6.4 When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
 - 8.6.5 Custodial staff will be reimbursed for the cost of Black Seal renewal or certification.
 - 8.6.6 When a custodian is required to perform additional work due to the absence of a colleague,
the custodian will receive an additional \$30 per occurrence.

ARTICLE IX SCHEDULE B

- 9.1 The Board agrees to compensate eligible employees contracted for supervising certain extracurricular activities as set forth in Schedule “B” (see appendix) which is attached hereto and made a part hereof.

ARTICLE X HEALTH BENEFIT CONTRIBUTIONS UNDER CHAPTER 78, P.L. 2011 – SCHEDULE C

- 10.1 All members of the agreement will be required to contribute toward medical coverage, prescription drug coverage, and dental coverage in accordance with the charts listed in “Schedule C” in appendix (Charts listed currently in Chapter 78).

ARTICLE XI HEALTH BENEFITS

11.1 GROUPS A & C

- 11.1.1 Insurance coverage shall be provided to full time employees as set forth in the bargaining agreement and/or federal legislation known as the Patient Protection and Affordable Care Act ("PPACA").
- 11.1.2 The QPOS \$15/\$25 will be the Base Plan offered to members eligible for Health Benefits. The insurance plan shall be the Aetna/U.S. Healthcare Quality Point of Service Program Inc. as outlined in Schedule "E" covering, but not limited to such areas as hospitalization, surgical services, anesthesia services, in hospital services, additional outpatient hospital services, other specified services performed by a physician and major medical program. The Board of Education agrees to pay one hundred percent (100%) for a teacher eligible for family coverage (except as excluded in 11.3). The Board further agrees to pay HMO costs in full not to exceed the cost of the U.S. Healthcare HMO.
- 11.1.3 At a teacher's option, however, the Board of Education agrees to pay the NJEA endorsed Disability Plan, or any other comparable plan approved by the Board for the full time employee in lieu of 11.1.2 above. Payment by the Board will not exceed \$1,000.00 per year during the length of the contract. If the employee desires an improved plan, the balance in excess of the amounts provided will be paid by the employee.
- 11.1.4 The Board agrees to provide a prescription plan as outlined in Schedule "E". The plan shall include a mail order option and a generic drug option. The deductibles shall be \$15 for generic, \$30 for brand and, if by mail, \$15 for generic and \$30 for brand for a 90 day supply. This benefit is available for the full time teacher and his family, (except as excluded in 11.3).
- 11.1.5 The Board agrees to provide a family dental plan as outlined in Schedule "E", (except as excluded in 11.3). Effective July 1, 2005, the deductible for this dental plan shall be \$50.00 for single coverage, \$150.00 for family coverage with a maximum benefit of \$1500.00 per person per year.
- 11.1.6 The Board agrees that a retiring teacher with less than 25 pension years of service may continue his group benefits by notifying the Board at retirement. The retiree will be billed semiannually for the group plans selected.

11.1.7 If an employee elects not to take the coverage provided for in 11.1.2 and 11.1.3 above, then the employee shall be eligible to receive payment in lieu of benefits as follows:

11.1.8	HMO \$2 - Single	\$2,000
11.1.9	HMO \$2 - Family	\$4,800
11.1.10	QPOS \$15/\$25 - Single	\$2,300
11.1.11	QPOS \$15/\$25 Family	\$5,300
11.1.12	Patriot X Family (no longer available)	\$6,100

The Board agrees to take all steps necessary to insure this provision complies with Section 125 of the I.R.S. Tax Code and the N.J. Division of Taxation. The Board shall not be held responsible for any tax implications for employees which may arise, subsequent to compliance with the requirements of Section 125 of the I.R.S. Tax Code and the N.J. Division of Taxation.

11.2 This contract confirms compliance with the Consolidated Omnibus Reconciliation Act of 1985

(COBRA).

- 11.3 Full time teachers hired after October 1, 1998:
- 11.3.1 Will be eligible for only single coverage, at Board expense, for health coverage outlined under section 11.1.2 above, during their first year of employment.
 - 11.3.2 In the second consecutive year of employment they shall be eligible for single coverage under section 11.1.4 above at Board expense.
 - 11.3.3 In the third consecutive year of employment they shall be eligible for single coverage under section 11.1.5 above at Board expense.
 - 11.3.4 In the fourth consecutive year of employment they shall be eligible for all appropriate levels of health coverage as outlined in 11.1.2, 11.1.4, and 11.1.5, at Board expense.
 - 11.3.5 Teachers may, at their own expense, purchase coverage above the levels outlined at the current Board rates. Eligibility for said benefits shall be determined by the date of hire of the teacher.
- 11.4 Teachers will be required to contribute toward medical coverage, prescription drug coverage, and dental coverage in accordance with the charts listed in "Schedule C" (Charts listed currently in Chapter 78).
- 11.5 GROUP B
- 11.6 Beginning in the twentieth year of employment with the Berlin Borough School District, Instructional Assistants shall be eligible for single coverage as outlined in 11.1.2, 11.1.4, and 11.1.5 at Board expense. Instructional Assistants may, at their own expense, purchase coverage above the levels outlined at the current Board rates. Eligibility for said benefits shall be determined by the date of hire of the employee.
- 11.7 Instructional Aides eligible for health benefits will be required to contribute toward medical coverage, prescription drug coverage and dental coverage in accordance with the charts listed in Schedule "C"

ARTICLE XII**LEAVES OF ABSENCE****GROUPS A, B, & C**

- 12.1 The law requires or permits the following with respect to the absence of teachers:
- 12.1.2 Ten (10) sick days leave with full pay as guaranteed during each school year. (Groups A & B)
 - 12.1.3 Twelve (12) sick days leave with full pay as guaranteed during each school year. (Group C)
 - 12.1.4 Employees will be allowed to use up to five (5) of their accumulated sick days in a given year for the purpose of caring for a sick family member or attending meetings regarding the education of their children.
 - 12.1.5 The Board of Education must allow accumulations of sick leave from unused days up to ten (10) days per year, for later use with full pay. (Groups A & B)
 - 12.1.6 The Board of Education must allow accumulations of sick leave from unused days up to twelve (12) days per year, for later use with full pay. (Group C).
 - 12.1.7 The Board will pay 33 & 1/3% of all accumulated sick time, upon retirement, after fifteen (15) years in the district. Effective July 1, 2005, all new hires are entitled to a maximum of \$11,500.00 for reimbursement of accumulated sick leave upon retirement. Those employed by the district prior to that date are entitled to a maximum of \$21,500.00 for reimbursement of accumulated sick leave upon retirement. Notification to the Board shall be required by the December preceding the fiscal year in which payment is to be made. Time on authorized extended leave shall not count as credit toward fifteen (15) years service, but time worked before or after such leave may be counted to total fifteen (15) years. If employment is terminated for other than a RIF, and if reemployment occurs, the previous service will not be applicable to this provision.
- 12.2 Absence for reasons given below, not allowable as sick leave, will be granted as follows:
- 12.2.1 Up to five (5) days leave of absence will be granted to bargaining unit members whose home is saddened by the death of an immediate member of his family (husband, wife, son, son-in-law, daughter, daughter-in-law, parent, parents-in-law, grandchild, sister, brother, fiancé/fiancée) or any member of the household. At the employee's discretion these days may be taken any time prior to the seventh calendar day following interment. The Administration must be notified prior to taking bereavement days.
 - 12.2.2 Up to three (3) days leave of absence will be granted to bargaining unit members whose home is saddened by the death of a grandparent, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. Up to (1) day leave of absence will be granted for the death of any other family member. The Administration must be notified prior to taking the bereavement days.
 - 12.2.3 Bereavement leave will be granted for a member's fiancé/fiancée and related family members as outlined in 12.2.1 and 12.2.2.
 - 12.2.4 Up to four (4) days per school year with full pay shall be granted to bargaining unit members for personal reasons. The person applying for leave will notify his immediate supervisor at least (24) twenty-four hours in advance. Emergency leave will be granted when necessary. The twenty-four (24) hour notification period will be waived. All notifications will be made on Article IX, Form 9:A. For each personal leave day unused at the end of the school year, one day shall be added as an available sick leave day.
 - 12.2.5 One (1) personal day cannot be taken the day before or after a holiday or school closing. All other rules pertaining to the use of personal days remain in full force and effect. Staff wishing to take a personal day before or after a holiday or school must fill out the

required paperwork, and approval will be granted on a first-come, first-served basis. No more than ten (10) percent of the instructional staff will be approved for personal day use on any day falling before or after a holiday or school closing.

- 12.3 The Board shall grant leave for purposes of maternity, disability or child-rearing to a teacher upon request, subject to the following stipulations and limitations:
- 12.3.1 Any teacher who anticipates a disability or child rearing leave of absence shall notify the Superintendent in writing of such necessity within ninety (90) days of medical confirmation.
 - 12.3.2 A teacher shall be entitled to utilize all available sick leave for any disability period as certified by his/her physician. The normal maternity disability period shall be four (4) weeks prior to the birth and six (6) weeks after the birth of a child, subject to the physician's certification.
 - 12.3.3 The Board can request the teacher to produce a certificate from her doctor stating she is not medically able to continue to perform her normal teaching duties by completing Form Article IX, 9:B.
 - 12.3.4 The Board's appointed physician may be requested to agree that she is not medically able to continue to perform her normal teaching duties.
 - 12.3.5 Following the difference of medical opinions between the Board's physician and the teacher's physician, the Board may request expert consultation in which case the two physicians shall agree in good faith on a third impartial physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on issues of use of sick days during the extended disability period due to the teacher's inability to perform the normal teaching duties.
 - 12.3.6 The Board shall grant a child-rearing leave of absence to a tenured teacher without pay for a period of not more than one (1) year from the effective date of the application for such leave.
 - 12.3.7 Reinstatement of employees to whom such a leave of absence has been granted shall commence with the next regular school year following expiration of such leave, provided that the application for reinstatement has been made in writing to the Superintendent prior to March 1st of the calendar year in which reinstatement is requested. If application for reinstatement is not made prior to March 1st, the contract of the teacher shall be terminated.
 - 12.3.8 The Board will assume no responsibility for reassignment of such teacher to the same classroom, grade, or subject areas. However, the Superintendent will attempt to his fullest extent to return the teacher to the same grade level that the teacher left.
 - 12.3.9 Any teacher adopting an infant child shall receive similar leave, as set forth in paragraph 12.3.6 above, which shall commence upon the teacher receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption.
- 12.4 Employees are entitled to their rights under the Family Medical Leave Act and the New Jersey Family Leave Act. However, those benefits shall be included in all leaves granted under this Article and not in addition to them.
- 12.5 Other leaves of absence with or without pay may be granted by the Board of Education.
- 12.6 School will be closed for two (2) days for all members of the Association to attend the N.J.E.A. Convention. (Groups A &B)
- 12.7 School will be closed for one (1) day for all members Custodians in the Association to attend the N.J.E.A. Convention. Custodians also shall receive one (1) floating vacation day, that cannot be used the day immediately before or after a holiday. (Group C).

12.8 VACATION DAYS - Group C

12.8.1 Custodians will be granted vacation time according to the following schedule:

12.9.1.A After one (1) year, five (5) days

12.9.1.B After three (3) years, ten (10) days

12.9.1.C After ten (10) years, fifteen (15) days

12.9.1.D After fifteen (15) years, one (1) day more per year,
not to exceed twenty (20) days.

12.8.2 Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to approval of the immediate supervisor and the Superintendent of Schools. The length of the planned vacation time requested must equal the length of advance notice given to the Supervisor. In the event of an emergency situation, the employee shall provide as much advance notice as possible when requesting vacation time. Such approval shall not be arbitrarily withheld.

12.8.3 Vacation days must be used in the year (July 1 to June 30 the vacation days are allocated. Vacation days not used will be forfeited.)

ARTICLE XIII TEACHER FACILITIES

13.1 The Board will provide facilities for the use of employees such as faculty lounges. These facilities will be reserved for employees' use until 4:00 PM during every normal school day. Although these facilities shall be regularly cleaned by the school custodial staff, employees shall exercise reasonable care in maintaining the appearance and cleanliness of the lounges.

13.2 Communication of room availability during the month of August through the Principal will be made explicit via email to all staff in the month of August.

ARTICLE XIV MISCELLANEOUS PROVISIONS

- 14.1 The parties agree that this Agreement is a valid and binding contract upon them.
- 14.2 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- 14.3 Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 14.4 This Agreement shall be made available to all employees on the district website to view and print by individual employees as needed within thirty (30) days after the Agreement is signed.
- 14.5 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by written notice to the following people:
 - 14.5.1 If by the Association, to the Board via the Superintendent.
 - 14.5.2 If by the Board, to the Association President via the Superintendent.
- 14.6 Any complaints regarding an employee made to any member of the Administration by any parent, student, or other person which does or may influence evaluation of that unit member shall be made known to the employee.
- 14.7 Employees shall be informed of complaints which will lead to disciplinary action within ten (10) school days, including the name of the complainant.
- 14.8 Any complaint concerning a member of the Administration or the Board of Education by a represented member of this contract shall not be in public or to any parent, student, or resident of the community served without first bringing the complaint to the direct attention of the member of the Administration or the Board of Education Member at least ten (10) school days prior to any public meeting of the Board.
- 14.9 All past practices prior to the full ratification of this agreement shall be hereby nullified as of November 20, 2019.
- 14.10 Reduction in Force: When the Board is considering a reduction in force, it shall notify and consult with the Association concerning such reduction.

ARTICLE XV FORMS

- 15.1 Grievance Form in Appendix - listed as "Form 3-A Grievance Form"
- 15.2 Grievance Appeal Form in Appendix - listed as "Form 3-B Grievance Appeal Form"
- 15.3 Disability Request Form in Appendix - Listed as Form "9-1 Disability Request Form"

ARTICLE XVI WORKDAY AND WORK YEAR

- 16.1 GROUP A
- 16.2 The workday for teachers shall be 435 minutes or seven (7) hours and 15 minutes in duration with the extra 15 minutes being non-instructional time. The 15 minute non instructional time in the morning will be used for the purpose of organizing the daily lessons/schedule as needed, deemed by each individual teacher; unless a meeting of any type is called for by an administrator. Although the Board has the right to set the starting and ending times, it is anticipated that the normal workday the normal workday will commence at 7:15 AM for grades 5-8 and 7:50 AM for grades K-4 and terminate at 2:30 PM and 3:05 PM respectively. Teachers working 32 hours or more per week are considered full-time staff.
- 16.2.1 Student contact time may be increased by no more than 20 minutes for morning arrival duty and 10 minutes for afternoon dismissal duty within the aforesaid 435 minutes of seven (7) hours and 15 minutes as set forth herein above and as scheduling permits. No teacher, with the exception of those on a flex schedule, shall be scheduled for more than six full teaching periods.
- 16.2.1.A Determination of Child Study Team Member schedules, either K-4 or 5-8, as listed in 16.2, will be set by Supervisor of Special Services. Notice of start and end time will be provided to Child Study Team Members by August 15th of the ensuing school year. Changes in schedules after August 15th of the ensuing school year may be made if mutually agreed upon by staff and administration.
- 16.2.1.B CST members may have one (1) designated meeting per week with their supervisor during school hours. Additional meetings may be held for reasons of emergency.
- 16.2.2 The instructional programs and any shared services may, at the determination of the administration, operate on a flexible schedule.
- 16.2.3 Teachers may be assigned to non-instructional additional duties requiring student contact time provided that they are compensated at:
- 16.2.3.A forty six (\$46.00) dollars per hour for the 2019-2020 school year
- 16.2.3.B forty seven (\$47.00) dollars per hour for the 2020-21 school year
- 16.2.3.C forty eight (\$48.00) dollars per hour for the 2021-22 school year
- 16.2.3.D forty nine (\$49.00) dollars per hour for the 2022-23 school year.
- 16.2.4 Assignment of additional duties shall be on a voluntary basis.
- 16.2.5 Teachers may volunteer their prep and/or lunch periods to cover another teachers class at the rate of forty (\$40.00) dollars/class period.
- 16.3 The teachers' work year shall consist of 185 days for each year within the duration of this contract.
- 16.3.1 New personnel may be required to attend up to one (1) additional day over the work year set forth in 16.3 during their first year of work. Additional days will be compensated as per 8.2.3 and 8.2.4.
- 16.4 Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty, grade level meetings, and/or training sessions, not more than two (2) times per school year. An attempt shall be made to convene such meetings no later than ten (10) minutes after the students' dismissal and to limit the duration of the meeting to forty (40) minutes. No teacher shall be required to remain in attendance at these meetings beyond 3:40 PM for grades K-4, and 3:10 PM for grades 5-8. The provisions of this section shall not prohibit the calling of

extra meetings where an emergency situation necessitates such extra meetings.

In addition, all teachers, regardless of full or part-time status, shall be required to return after the end of the workday for the purpose of attending two (2) evening sessions. Back to School Night shall follow a regular school day while Fall Parent/Teacher Conferences shall be an early dismissal day for both students and staff. There will be no additional compensation for attending these evening sessions. The start and end time will be set by the building principal but shall not exceed two (2) hours in duration. Teachers may leave following the completion of their conferences in the Fall and Spring.

16.5 In order to continue to maximize the educational effort being put forth by the professional staff, which thereby ensures the continued excellence in education, the Association agrees that no Association business matters will be discussed during scheduled instruction times but will be permitted during a teacher's lunch time. Meetings will be conducted after the normal workday. All reasonable expenses incurred in support of Association activities will be borne exclusively by the Association.

16.6 All teachers shall receive a minimum of 225 minutes of preparation time each week. All part-time teachers shall receive preparation minutes pro-rata. Administration shall make an effort to provide each teacher with forty-five continuous minutes of preparation time each day. Preparation time can be used for classroom related activities such as parent conferences, child study team meetings, and teacher observation conferences. Administration may assign up to two (2) PLC per month, but not more than one time per week. PLC shall be held during morning Collaboration Time.

16.6.1 Prep time for Child Study Team personnel:

16.6.1.A Special education teacher preparation periods will be coordinated with the regular teacher preparation periods to the best effort of the administration.

16.6.1.B Prep time for Speech Pathologists will be 150 minutes per week in total.

16.6.1.C All other certificated CST staff members have no designated prep time.

16.6.1.D CST personnel will be provided time for preparation for SEPAG presentations during the school day.

16.6.1.E SEPAG meetings will be held 3 times per year:

16.6.1.E.(i) One (1) Evening in lieu of night parent conference.

16.6.1.E.(ii) Two (2) Evenings at \$40.00 per hour for two (2) hours.

16.6.2 Prep time for Nurse:

The Nurse will be given a record keeping period of the same length as a teacher preparation period, in lieu of a preparation period. The Nurse will not be permitted to leave the building during the times when children are scheduled for lunch (4) four days a week. The Nurse will notify the main office whenever he/she leaves the building.

16.7 All teachers shall have a forty five (45) minute duty free lunch. Teachers may be assigned lunchroom supervision in lieu of an instructional assignment without any additional compensation.

16.8 Flex Option

Teachers may voluntarily apply to participate in after school training, not to exceed a total of 6 hours and without additional compensation, and where participants are then excused from attending a scheduled in-service day. Those who do not volunteer cannot be required to attend after school trainings, but then be

required to attend all in-service days. In-service exchange to be determined by principal. Part time staff may engage Flex Option training not to exceed the number of hours they work in one (1) given day.

GROUP B

- 16.9 The Classroom Instructional Assistants' work year shall consist of 180 days for each year within the duration of this contract. Compensation for additional hours beyond student school year (180) days shall be at contracted hourly rate.
- 16.11 Classroom Instructional Assistants' length of work day for the length of this contract will not exceed 31.25 hours.
- 16.12 Classroom Instructional Assistants shall be granted an unpaid, forty-five (45) minute lunch period. The scheduled lunch time shall be during the student designated lunch times. Instructional Assistants will not be required to perform any work-related activities during their lunch. Should they be requested to attend a meeting or perform work related activities during their lunch, they will be compensated for an additional hour at their daily rate.

GROUP C

16.13 CUSTODIAN DAILY WORK HOURS

- 16.13.1 The workday for the day (first shift) custodial staff shall consist of eight (8) hours, including thirty (30) minutes duty-free lunch period.
- 16.13.2 The workday for the custodial staff, second shift, shall consist of eight (8) hours, including thirty (30) minutes duty-free lunch period.
- 16.13.3 There shall be two (2) duty free breaks of fifteen (15) minutes each. The times should be standardized and scheduled at the discretion of the Facilities Director.
- 16.13.4 Nothing in this article is intended to eliminate work shifts, but rather to provide flexibility in scheduling. Examples of existing shifts are 6:45 a.m. to 2:45 p.m., 3:00 p.m. to 11:00 p.m.
- 16.13.5 Notice in regards to change in start of shift time: Custodians will be given 10 days notice, except in emergency situations, in the event of a shift change.
- 16.13.6 Observed Holidays are:
- 16.13.6.A Labor Day
 - 16.13.6.B Columbus Day
 - 16.13.6.C Friday of Teacher Convention
 - 16.13.6.D Thanksgiving
 - 16.13.6.E Friday following Thanksgiving
 - 16.13.6.F Christmas Eve
 - 16.13.6.G Christmas Day
 - 16.13.6.H New Year's Eve
 - 16.13.6.I New Year's Day
 - 16.13.6.J Martin Luther King Day
 - 16.13.6.K President's Day
 - 16.13.6.L Good Friday
 - 16.13.6.M Easter Monday

- 16.13.6.N Memorial Day
- 16.13.6.O July 4 (observed holiday)
- 6.13.7 Summer Work Days-Monday through Friday as specified in 16.13.1 and 16.13.2

ARTICLE XVII PERFORMANCE AND EVALUATION

GROUP A

17.1 Although this article is titled Teacher Performance and Evaluation, it deals with some specifics of formal classroom observation, and/or formal observation which is only a part of the total evaluation of a teacher, and is not to be construed as a total performance and evaluation procedure.

- 17.1.1 All certificated staff will follow the AchieveNJ mandate.
- 17.1.2 After any formal classroom observation and/or formal observation, a written observation report shall be presented to the teacher at a post-observation conference within ten (10) working days of the observation. Subsequent observations shall not take place for that teacher until after the post-observation conference of prior observation has taken place; except where observations being conducted are following the twenty (20) minute back-to-back observation model during the same instructional period. The purpose of the observations and post-observation conferences will be to specifically discuss ways and techniques for improving the learning situation for the children of our school.
- 17.1.3 All written evaluations of a teacher which are to be placed in the teacher's personnel file shall be signed by he/she attesting to the fact that the contents of the evaluation are known to he/she. No written evaluation may become part of the teacher's personnel file without the teacher's signature and/or a statement indicating that a teacher refused to sign in the event that it occurs. The teacher's signature shall not be construed as other than a simple acknowledgement by the teacher that he/she has read the evaluation.
- 17.1.4 The teacher is entitled to attach a written answer or comment to any evaluation, conference report, or other material susceptible to evaluative use which is placed in their file, provided that it is provided within five (5) school days after the post conference, barring the teacher is not absent due to unforeseen circumstances.
- 17.1.5 During a classroom observation/evaluation, whether formal or informal, no tape recorders or videotape equipment shall be used.

17.2 GROUP B

- 17.2.1 All Classroom Instructional Assistants shall be evaluated by a member of the administrative team at least once a year.
- 17.2.2 Subsequent to each evaluation, the Classroom Instructional Assistant shall be provided with a written evaluation report describing the Classroom Instructional Assistants strengths, weaknesses, and areas which require improvement.
- 17.2.3 Subsequent to the Classroom Instructional Assistant's receipt of the evaluation report, a conference between the Classroom Instructional Assistant and her immediate supervisor shall be mutually scheduled for the purpose of discussing the report, unless agreed upon by both parties that a post conference is not required.
- 17.2.4 Classroom Instructional Assistants shall not be granted tenure status.
- 17.2.5 Administration will provide an evaluation tool for Classroom Instructional

Assistants at the start of their service in the district.

17.3 GROUP C

- 17.3.1 All employees shall be evaluated by their immediate supervisor at least once in each contract year.
- 17.3.2 Subsequent to each evaluation, the employee shall be provided with a written evaluation report describing the employee's strengths, weaknesses, and areas which require improvement.
- 17.3.3 Subsequent to the employee's receipt of the evaluation report, a conference between the employee and his immediate supervisor shall be mutually scheduled for the purpose of discussing the report. If the employee so chooses, he may have a representative of the Association present at the second evaluation meeting.

ARTICLE XVIII CUSTODIAN EMPLOYMENT PROCEDURES

- 18.1 Any new employee hired shall be considered to be within his probationary period for the first sixty (60) days of employment. During that sixty (60) day period of time, the Board shall review the performance of the employee in order to determine whether or not he should be permanently employed. A decision to dismiss an employee during the probationary period shall be absolute and not subject to the grievance and arbitration provisions of this Agreement.
- 18.2 An employee who is resigning from his position shall give the Board fourteen (14) calendar days' notice.
- 18.3 Notification of Contract and Salary: Employees shall be notified of their contract and salary status for the ensuing year no later than May 15th.
- 18.4 Assigned Duties
 - 18.4.1 At no time shall the Board or any Agent thereof assign or direct any employee covered by this contract to any other duties outside of the duties appropriate to their position and consistent with the general job description.
 - 18.4.2 At no time shall an employee be requested, or required to, in any way, supervise or be responsible for pupils at any work location except in the event of any emergency.

ARTICLE XIX CUSTODIAN SENIORITY

- 19.1 Reduction in force shall be accomplished for all full time and part time custodial and maintenance staff by releasing employees in reverse order in which they were hired. Part time employees will be released before full time employees.
- 19.2 Seniority of position is determined from the initial date of employment with the Berlin Borough Board of Education for all members of the Berlin Borough Education Association covered by this Agreement and will be calculated on the basis of full time equivalency. In the event of a RIF (Reduction in Force,) seniority shall be the determinative factor except in cases of an employee with specialized skills advantageous to the District.
- 19.3 An appointed employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.
- 19.4 Custodians will not be granted tenure status.

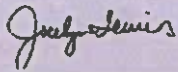
SIGNATURES

IN WITNESS WHEREOF, the parties have affixed their respective signatures, this day of

4/17/2020

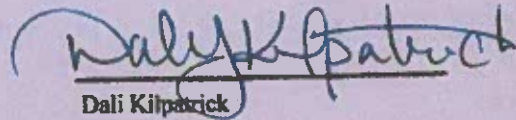
FOR THE BOARD:

FOR THE ASSOCIATION:



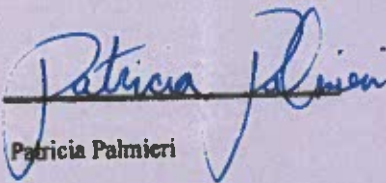
Jocelyn Lewis

President, BOE



Dali Kitpatrick

President, BBEA



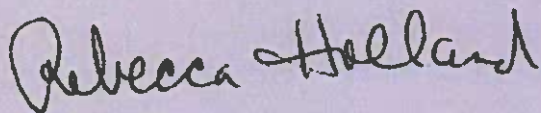
Patricia Palmieri

Secretary, BOE



Francesca Anderson-Harris

Secretary, BBEA



SALARY SCHEDULES

GROUP A						
Schedule A-1						
2019-2020 (Year 1)						
Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	54,225	55,433	56,642	57,850	59,059	60,267
2-3	54,725	55,934	57,143	58,351	59,559	60,768
4	55,425	56,634	57,843	59,051	60,259	61,468
5	56,175	57,384	58,593	59,801	61,009	62,218
6	57,175	58,384	59,593	60,801	62,009	63,218
7	58,375	59,584	60,793	62,001	63,209	64,418
8	59,675	60,884	62,093	63,301	64,509	65,718
9	60,975	62,184	63,393	64,601	65,809	67,018
10	62,525	63,734	64,943	66,151	67,359	68,568
11	64,282	65,491	66,700	67,908	69,116	70,325
11A(new)	66,282	67,491	68,700	69,908	71,116	72,325
12	68,282	69,491	70,700	71,908	73,116	74,325
13	74,118	75,327	76,536	77,744	78,952	80,161
13A	80,072	81,281	82,490	83,698	84,906	86,115
14	86,422	87,631	88,840	90,048	91,256	92,465

Group "A"						
Schedule A-1						
2020-2021 (Year 2)						
Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1-2	54,725	55,934	57,143	58,351	59,559	60,768
3-4	55,425	56,634	57,843	59,051	60,259	61,468
5	56,175	57,384	58,593	59,801	61,009	62,218
6	57,175	58,384	59,593	60,801	62,009	63,218
7	58,375	59,584	60,793	62,001	63,209	64,418
8	59,675	60,884	62,093	63,301	64,509	65,718
9	60,975	62,184	63,393	64,601	65,809	67,018
10	62,525	63,734	64,943	66,151	67,359	68,568
11	64,282	65,491	66,700	67,908	69,116	70,325
11A	66,282	67,491	68,700	69,908	71,116	72,325
12	68,282	69,491	70,700	71,908	73,116	74,325
13	74,118	75,327	76,536	77,744	78,952	80,161
13A	80,072	81,281	82,490	83,698	84,906	86,115
14	87,052	88,261	89,470	90,678	91,886	93,095

Group "A"						
Schedule A-1						
2021-2022 (Year 3)						
Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	55,175	56,384	57,593	58,801	60,009	61,218
2-3	55,675	56,884	58,093	59,301	60,509	61,718
4-5	56,175	57,384	58,593	59,801	61,009	62,218
6	57,175	58,384	59,593	60,801	62,009	63,218
7	58,375	59,584	60,793	62,001	63,209	64,418
8	59,675	60,884	62,093	63,301	64,509	65,718
9	60,975	62,184	63,393	64,601	65,809	67,018
10	62,525	63,734	64,943	66,151	67,359	68,568
11	64,282	65,491	66,700	67,908	69,116	70,325
11A	66,282	67,491	68,700	69,908	71,116	72,325
12	68,282	69,491	70,700	71,908	73,116	74,325
13	74,118	75,327	76,536	77,744	78,952	80,161
13A	80,072	81,281	82,490	83,698	84,906	86,115
14	87,902	89,111	90,320	91,528	92,736	93,945

Group "A"						
Schedule A-1						
2022-2023 (Year 4)						
Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1-2	57,234	58,443	59,652	60,860	62,068	63,277
3-4	57,734	58,943	60,152	61,360	62,568	63,777
5-6	58,234	59,443	60,652	61,860	63,068	64,277
7	59,434	60,643	61,852	63,060	64,268	65,477
8	60,734	61,943	63,152	64,360	65,568	66,777
9	62,034	63,243	64,452	65,660	66,868	68,077
10	63,584	64,793	66,002	67,210	68,418	69,627
11	65,341	66,550	67,759	68,967	70,175	71,384
11A	67,341	68,550	69,759	70,967	72,175	73,384
12	69,341	70,550	71,759	72,967	74,175	75,384
12A(new)	72,259	73,468	74,677	75,885	77,093	78,302
13	75,177	76,386	77,595	78,803	80,011	81,220
13A	81,127	82,336	83,545	84,753	85,961	87,170
14	88,802	90,011	91,220	92,428	93,636	94,845

Group "B"				
Schedule A-2				
Step	2019-20	2020-21	2021-22	2022-23
1	13.65	13.85	14.32	14.78
2	14.11	14.11	14.59	15.06
3	14.58	14.58	15.08	15.56
4	14.94	14.94	15.45	15.94
5	15.41	15.41	15.93	16.44
6	15.80	15.80	16.34	16.86
7	16.20	16.20	16.75	17.29
8	16.60	16.60	17.16	17.71
9	16.99	16.99	17.57	18.13
10	17.32	17.45	18.04	18.62
11	17.53	17.79	18.39	18.98
12	17.93	18.00	18.61	19.21
13	18.33	18.33	18.95	19.56
14	18.73	18.73	19.37	19.99
15	18.92	19.92	20.60	21.26
19	19.40			
21	19.40			

Group "C"	
Schedule A-3	
Contact Year	Increase Based on Current Salary
2019-20	3.40%
2020-21	3.30%
2021-22	3.30%
2022-23	3.20%

SCHEDULE B				
	2019-2020	2020-2021	2021-2022	2022-2023
Baseball Assistant	\$2,275	\$2,275	\$2,275	\$2,348
Baseball Head Coach	\$3,464	\$3,464	\$3,464	\$3,575
Basketball Assistant	\$2,482	\$2,482	\$2,482	\$2,561
Basketball Assistant	\$2,482	\$2,482	\$2,482	\$2,561
Basketball Head Coach	\$3,852	\$3,852	\$3,852	\$3,975
Basketball Head Coach	\$3,852	\$3,852	\$3,852	\$3,975
Cheerleading Assistant	\$2,482	\$2,482	\$2,482	\$2,561
Cheerleading Head Coach	\$3,852	\$3,852	\$3,852	\$3,975
Dances/Plays Certified Staff - Chaperone	\$155	\$155	\$155	\$160
Dir. Instrumental Music	\$1,215	\$1,215	\$1,215	\$1,254
Dir. Musical Theater	\$1,215	\$1,215	\$1,215	\$1,254
Dir. Vocal Music	\$1,215	\$1,215	\$1,215	\$1,254
Duty Stipend	\$931	\$931	\$931	\$960
Field Hockey Assistant	\$2,275	\$2,275	\$2,275	\$2,348
Field Hockey Coach	\$3,464	\$3,464	\$3,464	\$3,575
Grant Managers	\$1,551	\$1,551	\$1,551	\$1,601
Homework Club (hourly)	\$47	\$47	\$47	\$48
Interact Advisor	\$1,867	\$1,867	\$1,867	\$1,927
NJHS Advisor	\$1,867	\$1,867	\$1,867	\$1,927
Peer Mediation	\$1,867	\$1,867	\$1,867	\$1,927
Safety Patrol	\$1,867	\$1,867	\$1,867	\$1,927
Soccer Assistant	\$2,275	\$2,275	\$2,275	\$2,348
Soccer Assistant	\$2,275	\$2,275	\$2,275	\$2,348
Soccer Head Coach	\$3,464	\$3,464	\$3,464	\$3,575
Soccer Head Coach	\$3,464	\$3,464	\$3,464	\$3,575
Softball Assistant	\$2,275	\$2,275	\$2,275	\$2,348
Softball Head Coach	\$3,464	\$3,464	\$3,464	\$3,575
Student Government Advisor	\$3,716	\$3,716	\$3,716	\$3,835
Test Prep (Standardized)	\$41	\$41	\$41	\$43
Wrestling Assistant	\$2,482	\$2,482	\$2,482	\$2,561
Wrestling Head Coach	\$3,852	\$3,852	\$3,852	\$3,975
Yearbook Advisor	\$2,663	\$2,663	\$2,663	\$2,748
Seasonal Sports will meet a minimum of four (4) days per week while in season (During five (5) day weeks.)				

Grant Managers (\$1 - \$5,000 award)	\$258.50	\$258.50	\$258.50	\$267.50
Grant Managers (\$5,001 - \$10,000 award)	\$517.00	\$517.00	\$517.00	\$534.00
Grant Managers (\$10,001 and greater award)	\$775.50	\$775.50	\$775.50	\$800.00

SCHEDULE C	
HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE:	
(PERCENTAGE OF COMBINED PREMIUMS – Medical, Prescription, Dental and Vision)*	

Salary Range	July 2016 and after:
less than 20,000	4.50%
20,000-24,999.99	5.50%
25,000-29,999.99	7.50%
30,000-34,999.99	10.00%
35,000-39,999.99	11.00%
40,000-44,999.99	12.00%
45,000-49,999.99	14.00%
50,000-54,999.99	20.00%
55,000-59,999.99	23.00%
60,000-64,999.99	27.00%
65,000-69,999.99	29.00%
70,000-74,999.99	32.00%
75,000-79,999.99	33.00%
80,000-94,999.99	34.00%
95,000 and over	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE	
(PERCENTAGE OF COMBINED PREMIUMS – Medical, Prescription, Dental and Vision)*	
Salary Range	July 2016 and after:
less than 25,000	3.00%
25,000-29,999.99	4.00%
30,000-34,999.99	5.00%
35,000-39,999.99	6.00%
40,000-44,999.99	7.00%
45,000-49,999.99	9.00%
50,000-54,999.99	12.00%
55,000-59,999.99	14.00%
60,000-64,999.99	17.00%
65,000-69,999.99	19.00%
70,000-74,999.99	22.00%
75,000-79,999.99	23.00%
80,000-84,999.99	24.00%
85,000-89,999.99	26.00%
90,000-94,999.99	28.00%
95,000-99,999.99	29.00%
100,000-109,999.99	32.00%
110,000 and over	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE	
(PERCENTAGE OF COMBINED PREMIUMS – Medical, Prescription, Dental and Vision)*	
Salary Range:	July 2016 and after:
less than 25,000	3.50%
25,000-29,999.99	4.50%

30,000-34,999.99	6.00%
35,000-39,999.99	7.00%
40,000-44,999.99	8.00%
45,000-49,999.99	10.00%
50,000-54,999.99	15.00%
55,000-59,999.99	17.00%
60,000-64,999.99	21.00%
65,000-69,999.99	23.00%
70,000-74,999.99	26.00%
75,000-79,999.99	27.00%
80,000-84,999.99	28.00%
85,000-99,999.99	30.00%
100,000 and over	35.00%
*Member contribution is a minimum of 1.5% of base salary towards Health Benefits	

SCHEDULE D

RETAIL COPAYS	
<ul style="list-style-type: none"> • Generic Drugs • Brand Drugs 	<p>\$15.00 \$30.00</p>
MAIL ORDER COPAYS	
<ul style="list-style-type: none"> • Generic Drugs • Brand Drugs 	<p>\$15.00 \$30.00</p>
Must utilize mail order for all maintenance medications. Pre-authorizations required on specific medications.	
DENTAL	
Calendar Year Maximum Deductible	\$1,500.00
Individual Family (family deductible is accumulated by individual deductibles)	<p>\$50.00 \$150.00</p>
Orthodontia (Employee and Dependents) Orthodontic treatment is a benefit limited to once in a lifetime	50%
Maximum (Lifetime)	\$1,000.00
Deductible (Lifetime)	N/A
Preventive & Diagnostic Services (No Deductible) <ul style="list-style-type: none"> • Exams, Cleanings, (each twice per calendar year per person, ages 14 and older are • X-rays – full mouth series or panoramic (either one, once in three years) • X-rays – bitewing (twice per calendar year) • X-rays – single films (multiple x-rays on the same date of service will not exceed the benefit of a full-mouth series) • Fluoride Treatment (once per calendar year, for eligible children to age 19, combinations with cleanings are applied to time limits for both) • Space Maintainers (once per space for missing posterior primary teeth, for children under age 14) 	100%
Remaining Basic & Crowns (No Deductible) <ul style="list-style-type: none"> • Crowns and crown-related procedures (post and core, core buildup, etc., once every five years, permanent teeth only, for ages 12 and older) • Inlays (inlays are only payable when done in conjunction with an onlay; by themselves they are given the alternate benefit of an amalgam filling) • Consultations (payable once per specialty in a calendar year but may reduce the approved charge for the final treatment rendered by the same dentist) • Fillings – composite and amalgam (composite fillings on back teeth are given the alternate benefit of an amalgam filling, payable once per year for decay or fracture only) • Extractions, Oral Surgery (impacted wisdom teeth claims should first go to medical carrier) • Endodontics (root canals on permanent teeth and root surgery each once per 24 months) • Periodontics (have specific frequency limitations, pre-treatment estimate is strongly recommended – e.g. surgery once per 36 months) • Sealants (1st and 2nd permanent, decay-free molars, once in a lifetime per tooth, for children to age 16) • Repair of Dentures (repair of existing prosthetic appliances) • Emergency Care (necessary palliative treatment for minor dental pain) 	80%

Prosthodontics (No Deductible)	60%
<ul style="list-style-type: none">• Bridgework (once every five years, for ages 16 and older) (bridges with four or more missing teeth in that arch may be given an alternate benefit of a partial denture)• Full & Partial Dentures (either one, once every five years, partial dentures for ages 16 and older) (fixed bridges and removable partial dentures are not benefits in the same arch; benefits will be provided for the removable partial denture only)	


Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services

Coverage Period: TBD. ILLUSTRATIVE ONLY

DRAFT

SCHOOLS HEALTH INSURANCE FUND :
Berlin Borough BOE - QPOS® - \$15/\$25

Coverage for: Individual + Family | Plan Type: POS

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.HealthReformPlanSBC.com or by calling 1-800-370-4526. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-800-370-4526 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0. Non-Participating: Individual \$100 / Family \$200.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Emergency care is covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Participating: Individual \$5,300 / Family \$10,600. Non-Participating: Individual \$2,000 / Family \$4,000.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges & health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.aetna.com/docfind or call 1-800-370-4526 for a list of participating providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	Yes.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have a referral before you see the specialist.



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 <u>copay/visit</u> , <u>deductible</u> doesn't apply	30% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$25 <u>copay/visit</u> , <u>deductible</u> doesn't apply	30% <u>coinsurance</u>	None
	<u>Preventive care /screening /immunization</u>	No charge	30% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No charge	30% <u>coinsurance</u>	None
	<u>Imaging</u> (CT/PET scans, MRIs)	No charge	30% <u>coinsurance</u>	None
	Generic drugs Preferred brand drugs Non-preferred brand drugs	\$15 retail and mail \$30 retail and mail \$30 retail and mail	Not covered Not covered Not covered	Up to a 90 day supply retail and mail.
More information about prescription drug coverage is available at www.aetna.com/pharmacy- insurance/individual s-families	<u>Specialty</u> drugs	Same as retail	Not covered	Same as retail
	Facility fee (e.g., ambulatory surgery center)	No charge	30% <u>coinsurance</u>	None
	Physician/surgeon fees	No charge	30% <u>coinsurance</u>	None
If you have outpatient surgery	<u>Emergency</u> room care	\$75 <u>copay/visit</u> , <u>deductible</u> doesn't apply	\$75 <u>copay/visit</u> , <u>deductible</u> doesn't apply	No coverage for non-emergency use.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
	<u>Emergency medical transportation</u>	No charge	No charge	30% <u>coinsurance</u> for non-emergency transport.
	<u>Urgent care</u>	\$25 <u>copay</u> /visit, deductible doesn't apply	30% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge	30% <u>coinsurance</u>	<u>Pre-authorization</u> required for out-of-network care.
	Physician/surgeon fees	No charge	30% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office & other outpatient services: no charge	Office & other outpatient services: 30% <u>coinsurance</u>	None
	Inpatient services	No charge	30% <u>coinsurance</u>	<u>Pre-authorization</u> required for out-of-network care.
If you are pregnant	Office visits	No charge	30% <u>coinsurance</u>	Cost sharing does not apply for certain preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.) <u>Pre-authorization</u> required for out-of-network care may apply.
	Childbirth/delivery professional services	\$25 <u>copay</u> /pregnancy, deductible doesn't apply	30% <u>coinsurance</u>	
If you need help recovering or have other special health needs	Childbirth/delivery facility services	No charge	30% <u>coinsurance</u>	60 visits/calendar year for out-of-network. <u>Pre-authorization</u> required for out-of-network care.
	<u>Home health care</u>	No charge	30% <u>coinsurance</u>	Limited to treatment for 60 consecutive days/condition for Physical, Occupational & Speech Therapy combined.
	<u>Rehabilitation services</u>	No charge	30% <u>coinsurance</u>	Limited to treatment for 60 consecutive days/condition for Autism Physical, Occupational & Speech Therapy combined.
	<u>Habilitation services</u>	No charge	30% <u>coinsurance</u>	Limited to 1 durable medical equipment for same/similar purpose. Excludes repairs for misuse/abuse.
	<u>Skilled nursing care</u>	No charge	30% <u>coinsurance</u>	240 days/calendar year for out-of-network. <u>Pre-authorization</u> required for out-of-network care.
	<u>Durable medical equipment</u>	30% <u>coinsurance</u> after out-of-network deductible	30% <u>coinsurance</u>	Limited to 1 durable medical equipment for same/similar purpose. Excludes repairs for misuse/abuse.
	<u>Hospice services</u>	No charge	30% <u>coinsurance</u>	<u>Pre-authorization</u> required for out-of-network care.

Common Medical Event	What You Will Pay		Limitations, Exceptions & Other Important Information
	Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	No charge	1 routine eye exam/12 months up to age 19 & 1 routine eye exam/24 months after age 19.
	Children's glasses	No charge	\$100 maximum/24 months.
	Children's dental check-up	Not covered	Not covered.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Cosmetic surgery
- Dental care (Adult & Child)
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Prescription drugs
- Private-duty nursing
- Routine foot care
- Weight loss programs - Except for required preventive services.

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Acupuncture
- Bariatric surgery
- Chiropractic care
- Hearing aids - 1 hearing aid to \$1,000 maximum per ear/24 months for children up to age 16.
- Infertility treatment - Limited to the diagnosis & treatment of underlying medical condition, artificial insemination & ovulation induction. Advanced reproductive technology: 4 complete egg retrievals/lifetime.
- Routine eye care (Adult) - 1 routine eye exam/12 months up to age 19 & 1 routine eye exam/24 months after age 19.

Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is:

- For more information on your rights to continue coverage, contact the plan at 1-800-370-4526.
- If your group health coverage is subject to ERISA, you may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.
- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov.
- If your coverage is a church plan, church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should

contact their State insurance regulator regarding their possible rights to continuation coverage under State law. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

- Aetna directly by calling the toll free number on your Medical ID Card, or by calling our general toll free number at 1-800-370-4526.
- If your group health coverage is subject to ERISA, you may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.
- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov.
- Additionally, a consumer assistance program can help you file your appeal. Contact information is at: <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>.

Does this plan provide Minimum Essential Coverage? Yes.

If you don't have **Minimum Essential Coverage** for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan Meet Minimum Value Standard? No.

If your plan doesn't meet the **Minimum Value Standards**, you may be eligible for a **premium tax credit** to help you pay for a plan through the Marketplace.

----- To see examples of how this plan might cover costs for a sample medical situation, see the next section. -----

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the **cost sharing** amounts (**deductibles**, **copayments** and **coinsurance**) and **excluded services** under the **plan**. Use this information to compare the portion of costs you might pay under different health **plans**. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- **The plan's overall deductible** \$0
- **Specialist Copayment** \$5
- **Hospital (facility) Copayment** \$0
- **Other Copayment** \$0

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost	\$12,800
In this example, Peg would pay:	
<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$20
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$100
The total Peg would pay is	\$120

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- **The plan's overall deductible** \$0
- **Specialist Copayment** \$5
- **Hospital (facility) Copayment** \$0
- **Other Copayment** \$0

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,400
In this example, Joe would pay:	
<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$40
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$6,000
The total Joe would pay is	\$6,040

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- **The plan's overall deductible** \$0
- **Specialist Copayment** \$5
- **Hospital (facility) Copayment** \$0
- **Other Copayment** \$0

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost	\$1,900
In this example, Mia would pay:	
<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$40
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$40

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 1-800-370-4526.

Assistive Technology

Persons using assistive technology may not be able to fully access the following information. For assistance, please call 1-800-370-4526.

Smartphone or Tablet

To view documents from your smartphone or tablet, the free WinZip app is required. It may be available from your App Store.

Non-Discrimination

Aetna complies with applicable Federal civil rights laws and does not discriminate, exclude or treat people differently based on their race, color, national origin, sex, age, or disability.

Aetna provides free aids/services to people with disabilities and to people who need language assistance.

If you need a qualified interpreter, written information in other formats, translation or other services, call the number on your ID card.

If you believe we have failed to provide these services or otherwise discriminated based on a protected class noted above, you can also file a grievance with the Civil Rights Coordinator by contacting:

Civil Rights Coordinator,

P.O. Box 14462, Lexington, KY 40512 (CA HMO customers: PO Box 24030 Fresno, CA 93779),

1-800-648-7817, TTY: 711, Fax: 859-425-3379 (CA HMO customers: 1-860-262-7705),

Email: CRCoordinator@aetna.com.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocrportal/lobby.jsf>, or at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, or at 1-800-368-1019, 800-537-7697 (TDD).

Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies, including Aetna Life Insurance Company, Coventry Health Care plans and their affiliates (Aetna).

Hawaiian -	No ke kōkua ma ka 'ōlelo Hawai'i, e kahea aku i ka helu kelepona 1-800-370-4526. Kāki 'ole 'ia kēia kōkua nei.
Hindi -	हन्दि में भाषा सहायता के लरि, 1-800-370-4526 पर मुफ्त कॉल करै।
Hmong -	Yog xav tau kev pab txhais lus Hmoob hu dawb tau rau 1-800-370-4526.
Ibo -	Maka enyemaka asusụ na Igbo kpọọ 1-800-370-4526 na akwughị ugwo ọ bụla
Ilocano -	Para iti tulong ti pagsasao iti pagsasao tawagan ti 1-800-370-4526 nga awan ti bayadanyo.
Italian -	Per ricevere assistenza linguistica in italiano, può chiamare gratuitamente 1-800-370-4526.
Japanese -	日本語で援助をご希望の方は、1-800-370-4526 まで無料でお電話ください。
Karen -	လၢတၢ်ဖၢၤတၢ်ကၢ်တၢ်အိၣ်အိၣ် ကိၣ် နိ: 1-800-370-4526 လၢတၢ်အိၣ်အိၣ်လၢတၢ်အိၣ်အိၣ်
Korean -	한국어로 언어 지원을 받고 싶으시면 무료 통화번호인 1-888-982-3862번으로 전화해 주십시오.
Kru-Bassa -	Be'm'ké gbo-kpá-kpá dyé pidyi dé Bāsòò-wuquün wéeé, dá 1-800-370-4526
Kurdish -	برای راهنمایی به زبان فارسی با شماره 1-800-370-4526 به خوری پیو طدی بکین.
Laotian -	ຖ້າທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອໃນການແປພາສາລາວ, ກະລຸນາໃບໂທຫາ 1-800-370-4526 ໂດຍບໍ່ເສຍຄ່າໃບ.
Marathi -	तीलभाषा (मराठी) सहाय्यासाठी 1-800-370-4526 क्रमांकावरकोणत्याहीखर्चाशिवायकॉलकरा.
Marshallese -	Nān bōk jipañ ilo Kajin Majol, kallok 1-800-370-4526 ilo ejjelok wōnān.
Micronesian-Pohnpeyan -	Ohng palien sawas en soun kawewe ni omw lokaia Ponape koahl 1-800-370-4526 ni sohte isais.
Mon-Khmer, Cambodian -	សម្រាប់ជំនួយភាសាជា ភាសាខ្មែរ សូមទូរស័ព្ទទេសា 1-800-370-4526 ដោយឥតគិតថ្លៃ។
Navajo -	T'áá shi shizaad k'ehjí bee shíká a 'doowol nínízingo Diné k'ehjí koji' t'áá jilk'e hólne' 1-800-370-4526
Nepali -	(नेपाली) मा निःशुल्क भाषा सहायता पाउनका लागि 1- 800-370-4526 मा फोन गर्नुहोस् ।
Nilotic-Dinka -	Tën kuwoony è thok è Thuonjäng cöl 1-800-370-4526 keciñ ayöc.
Norwegian -	For språkassistanse på norsk, ring 1-800-370-4526 kostnadsfritt.
Panjabi -	ਪੰਜਾਬੀ ਵਿੱਚ ਭਾਸ਼ਾਈ ਸਹਾਇਤਾ ਲਈ, 1-800-370-4526 'ਤੇ ਮੁਫਤ ਕਾਲ ਕਰੋ।
Pennsylvania Dutch -	Fer Hefte in Deitsch, ruf: 1-800-370-4526 aa. Es Aaruf koschtet nix.
Persian -	برای راهنمایی به زبان فارسی با شماره 1-800-370-4526 به یون مزینه ای تماس بگیرید. انگلیسی
Polish -	Aby uzyskać pomoc w języku polskim, zadzwoń bezpłatnie pod numer 1-800-370-4526.

- Portuguese - Para obter assistência linguística em português ligue para o 1-800-370-4526 gratuitamente.
- Romanian - Pentru asistență lingvistică în românește telefonați la numărul gratuit 1-800-370-4526
- Russian - Чтобы получить помощь русскоязычного переводчика, позвоните по бесплатному номеру 1-800-370-4526.
- Samoaan - Mo fesoasoani tau gagana | le Gagana Samoa vala'au le 1-800-370-4526 e aunoa ma se totogi.
- Serbo-Croatian - Za jezičnu pomoć na hrvatskom jeziku pozovite besplatno broj 1-800-370-4526.
- Spanish - Para obtener asistencia lingüística en español, llame sin cargo al 1-800-370-4526.
- Sudanic-Fulfude - Fii yo on hebu balal e ko yowitii e haala Pular noddee e oo numero doo 1-800-370-4526. Njodi woo fawaaki on.
- Swahili - Ukihitaji usaidizi katika lugha ya Kiswahili piga simu kwa 1-800-370-4526 bila malipo.
- Syriac - ܠܟܘܢ ܠܚܘܒܐ ܕܡܘܨܪܝܐ ܕܡܘܨܪܝܐ ܕܡܘܨܪܝܐ ܕܡܘܨܪܝܐ ܕܡܘܨܪܝܐ 1-800-370-4526 ܘܡܘܨܪܝܐ.
- Tagalog - Para sa tulong sa wika na nasa Tagalog, tawagan ang 1-800-370-4526 nang walang bayad.
- Telugu - భాషలో సాయం కోరకు ఎలాంటి ఖర్చు లేకుండా 1-800-370-4526 కు కాల్ చేయండి. (తెలుగు)
- Thai - สำหรับความช่วยเหลือทางด้านภาษาเป็น ภาษาไทย โทร 1-800-370-4526 ฟรีไม่มีค่าใช้จ่าย
- Tongan - Kapau 'oku fiema'u hā tokoni 'i he lea faka-Tonga telefoni 1-800-370-4526 'o 'ikai hā ʻōtongi.
- Trukese - Ren ánninnisin chiakú ren (Kapasen Chuuk) kopwe kékkéeri 1-800-370-4526 nge esapw kamé ngonuk.
- Turkish - (Dil) çağrısı dil yardim için. Hiçbir ücret ödemedin 1-800-370-4526.
- Ukrainian - Щоб отримати допомогу перекладача української мови, зателефонуйте за безкоштовним номером 1-800-370-4526.
- Urdu - اے ری کال کریں اور 1-800-370-4526 پر بلا کوئی خرچہ
- Vietnamese - Để được hỗ trợ ngôn ngữ tiếng (ngôn ngữ), hãy gọi miễn phí đến số 1-800-370-4526.
- Yiddish - פאר שפראך הילף אין אידש 1-800-370-4526
- Yoruba - Fún iranlowọ nipa èdè (Yorùbá) pe 1-800-370-4526 láí san owó kankan rárá.

Exclusions and Limitations

This plan does not cover all health care expenses and includes exclusions and limitations. Members should refer to their plan documents to determine which health care services are covered and to what extent. The following is a list of services and supplies that are generally not covered. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.

All medical and hospital services not specifically covered in, or which are limited or excluded in your plan documents; Cosmetic surgery, including breast reduction; Custodial care; Dental care and dental X-rays; Donor egg retrieval; Durable Medical Equipment; Experimental and investigational procedures; Hearing aids; Home births; Implantable drugs and certain injectable drugs including injectable infertility drugs; Immunizations for travel or work; Infertility services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services unless specifically listed as covered in your plan documents; Long-term rehabilitation therapy; Orthotics; Outpatient Prescription drugs and over-the-counter medications and supplies; Nonmedically necessary services or supplies; Radial keratotomy or related procedures; Reversal of voluntary sterilization; Services for the treatment of sexual dysfunction or inadequacies including therapy, supplies, counseling or prescription drugs; Special duty nursing; Therapy or rehabilitation other than those listed as covered; and Treatment of behavioral disorders.

Disclaimers

Some benefits are subject to limitations or visit maximums. Members or Providers may be required to precertify, or obtain prior approval of coverage for certain services such as nonemergency inpatient hospital care. Certain benefits like comprehensive infertility and advanced reproduction technology (ART) services, if covered under your plan, are subject to a select network of participating providers, from which you will be required to seek care to receive covered benefits. Depending on the plan selected, new prescription drugs not yet reviewed by our medication review committee are either available at the highest copay under plans with an open formulary, or excluded from coverage unless a medical exception is obtained under plans that use a closed formulary. They may also be subject to precertification. Non-prescription drugs and drugs in the Limitations and Exclusions section of the plan documents (received upon enrollment) are not covered, and medical exceptions are not available for them. While this material is believed to be accurate as of the print date, it is subject to change.

APPENDIX

**Berlin Borough Education Association
Grievance Form**

Step 1

Step 2

Grievance No. _____

Instructions

Complete the original and make two copies of this form. Give the original to your immediate supervisor. Send one copy to the Association Grievance Chairperson and retain one copy for your records. If you have any questions, see your Association Representative.

Name of Grievant: _____

Position: _____

Date on Which Grievance Occurred: _____

1. What is the action or situation about which you have a grievance? Please be very specific and give full names, circumstances, exact location, and the **Article and Section of the contract** alleged to have been violated.

2. What exact remedy do you seek from filing this grievance?

3. Has this grievance been discussed with your immediate supervisor and/or the Superintendent? If so, whom was it discussed with?

4. What other person, besides yourself, do you want notified of any hearings or actions taken on this grievance?

Signature

Date:

- Stage 1 DISCUSS perceived Grievance within 30 calendar days of the occurrence with Supervisor
- Stage 2 FILE Formal Grievance with Supervisor within 5 School days if not satisfied informal discussion result; Supervisor has 5 school days to respond
- APPEAL MUST be filed with the Superintendent within 5 School days if not satisfied with Supervisor's response; Superintendent has 10 school days to respond
- Stage 4 APPEAL MUST be filed within 10 School days with the Board of Education if not satisfied with Supervisor's response; BOE has 20 school days to respond after the hearing
- Stage 5 IF Grievant is not satisfied with the BOE's decision and the Association finds Grievance has merit, the Association has 20 calendar days to file for Arbitration

Form 3-B Grievance Appeal Form

Berlin Borough Education Association Grievance Appeal Form	Step 3
	Step 4
	Step 5

Grievance No. _____

Instructions

Complete the original and make two copies of this form. Give the original to your immediate supervisor. Send one copy to the Association Grievance Chairperson and retain one copy for your records. If you have any questions, see your Association Representative.

Name of Grievant: _____ Position: _____

Date on Which Grievance Occurred: _____

1. I wish to appeal the decision made in Stage 2 of the Grievance by:

Name: _____ Title: _____ Date: _____

2. What is the nature of the Grievance? Please be very specific and cite the **Article and Section of the contract** alleged to have been violated. (Attach the initial Grievance Form)

3. Basis for the Appeal:

Signature

Date:

- Stage 1 DISCUSS perceived Grievance within 30 calendar days of the occurrence with Supervisor
- Stage 2 FILE Formal Grievance with Supervisor within 5 School days if not satisfied informal discussion result; Supervisor has 5 school days to respond
- Stage 3 APPEAL MUST be filed with the Superintendent within 5 School days if not satisfied with Supervisor's response; Superintendent has 10 school days to respond
- Stage 4 APPEAL MUST be filed within 10 School days with the Board of Education if not satisfied with Supervisor's response; BOE has 20 school days to respond after the hearing
- Stage 5 IF Grievant is not satisfied with the BOE's decision and the Association finds Grievance has merit, the Association has 20 calendar days to file for Arbitration
- A NEW APPEAL FORM MUST BE FILLED OUT FOR EACH STAGE OF THE GRIEVANCE PROCESS

Form 9-1 Disability Request Form

BERLIN BOROUGH COMMUNITY SCHOOL
Request for expected temporary disability leave/pregnancy

Name	
School	
<u>Part I</u>	
To be completed by your physician:	
_____ is under my care, and at this time I expect her to be temporarily disabled from _____ to _____.	
I understand that these dates may be altered at a later time due to the nature and possible extent of the disability.	
Signed _____	

Part II

To be completed by the employee:

Please check the appropriate item below:

1. I shall return to work at the conclusion of my disability
2. At the conclusion of my disability leave, I hereby request an unpaid leave of absence. I plan to return to work on _____.

Signed _____