

**CONTRACT AGREEMENT
COLLINGSWOOD BOARD OF EDUCATION
AND THE
COLLINGSWOOD EDUCATION ASSOCIATION**

**DURATION OF AGREEMENT
July 1, 2021 through June 30, 2024**

MEMORANDUM OF AGREEMENT

**ASSOCIATION RATIFICATION
February 22, 2021**

**BOARD RATIFICATION
February 22, 2021**

Contents

PREAMBLE 3

WITNESSETH 3

ARTICLE I – RECOGNITION 3

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT 3

ARTICLE III - GRIEVANCE PROCEDURE 4

ARTICLE IV - EMPLOYEE RIGHTS 6

ARTICLE V - SCHOOL CALENDAR 7

ARTICLE VI - TEACHING HOURS AND TEACHING LOAD 8

ARTICLE VII - OFFICE SERVICE PERSONNEL AND INSTRUCTIONAL ASSISTANTS 12

WORKING HOURS AND WORKING LOAD 12

ARTICLE VIII - EMPLOYMENT OF TEACHERS AND OFFICE SERVICE PERSONNEL 13

ARTICLE IX – SALARIES 14

ARTICLE X - TEACHER ASSIGNMENTS 15

ARTICLE XI - VACANCIES - OFFICE SERVICE PERSONNEL AND INSTRUCTIONAL ASSISTANTS 15

ARTICLE XII - VOLUNTARY TRANSFERS AND REASSIGNMENTS 16

ARTICLE XIII - INVOLUNTARY TRANSFERS AND REASSIGNMENTS AND REDUCTION IN FORCE 16

ARTICLE XIV - EMPLOYEE EVALUATION 18

ARTICLE XV - PROFESSIONAL DEVELOPMENT, CAP, EVALUATION MODEL TRAINING, MENTORING 20

ARTICLE XVI - SICK LEAVE 22

ARTICLE XVII - TEMPORARY LEAVES OF ABSENCE 23

ARTICLE XVIII - EXTENDED LEAVES OF ABSENCE 24

ARTICLE XIX - VACATIONS AND HOLIDAYS 25

ARTICLE XX - PROFESSIONAL DEVELOPMENT/EDUCATIONAL IMPROVEMENT PAYMENT OF STAFF TUITION 26

ARTICLE XXI - INSURANCE PROTECTION 27

ARTICLE XXII - EXTRA DUTY PAY PROGRAM 28

ARTICLE XXIII – SCHOOL FUNCTIONS BEYOND THE NORMAL SCHOOL DAY/YEAR 29

ARTICLE XXIV - ASSOCIATION PRIVILEGES 29

ARTICLE XXV - SAVINGS CLAUSE 30

ARTICLE XXVI - AGENCY SHOP 30

ARTICLE XXVII - MISCELLANEOUS PROVISIONS 32

ARTICLE XXVIII - DURATION OF AGREEMENT 33

SALARY GUIDE: 1:1 INSTRUCTIONAL STAFF **Error! Bookmark not defined.**

SALARY GUIDE: 1:2 SECRETARIES. **Error! Bookmark not defined.**

SALARY GUIDE: 1:2 INSTRUCTIONAL ASSISTANTS **Error! Bookmark not defined.**

SCHEDULE S.A.1: ATHLETIC ACTIVITIES STIPENDS 38

SCHEDULE S.N.A.1: HS NON-ATHLETIC ACTIVITIES STIPENDS 39

SCHEDULE S.N.A.1: MS NON-ATHLETIC ACTIVITIES STIPENDS 40

Schedule TIER 41

PREAMBLE

In compliance with and pursuant to the provisions of Chapter 123, Public Laws of 1974, State of New Jersey, this Agreement is made and executed this 22nd day of February, 2021 between the Board of Education of Collingswood, Camden County, New Jersey, (hereinafter referred to as the "Board") and the Collingswood Education Association, (hereinafter referred to as the "Association.")

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Collingswood School District is their mutual aim, and

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

WHEREAS, the parties having reached certain understandings, desire to confirm this Agreement as follows:

ARTICLE I – RECOGNITION

A. The Board hereby recognizes the Collingswood Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding substitutes and summer school personnel and including only the following:

- | | |
|---------------------------------|--|
| Classroom Teachers | Librarians |
| Nurses | Reading Teachers |
| Guidance Counselors | Social Workers |
| School Instructional Assistants | Learning Disability Teacher/Consultant |
| Speech Teacher | Athletic Trainer |
| Attendance Officer | District Computer Coordinator |
| Psychologists | Academic Coach |

Office Service Personnel (Excluding confidential secretaries to the Superintendent, confidential secretary to the Board Secretary/Business Administrator.)

Extra Duty Personnel:

1. Athletic
2. Non-Athletic
3. Department Coordinators; Head Teachers; District Coordinators; Substitute Teacher Coordinator

B. Unless otherwise indicated, the term "Employees" 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 employees shall include female employees.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Laws 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions of employee employment. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

- B. 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.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. During negotiations, the Board and the Association shall present data, exchange points of view, and make proposals and counter proposals, as required by law.

ARTICLE III - GRIEVANCE PROCEDURE
LINES OF RESPONSIBILITY AND PROCEDURE
FOR THE SOLUTION OF PROFESSIONAL PROBLEMS

Each employee of the school district shall be responsible, through established administrative channels, to the Board of Education.

PURPOSE

Both parties agree it is their intention to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The parties also agree that the Grievant shall be assured of freedom from coercion.

DEFINITION OF PROFESSIONAL PROBLEMS

A "grievance" is a claim by an employee or a group of employees of the Association based upon the interpretation, application, or alleged violation of this Agreement, Board policies, or administrative decisions affecting an employee or group of employees.

The "Grievance" shall specify:

1. The nature and date of the alleged occurrence in reasonable detail.
2. The nature and extent of any injury, loss, or inconvenience.
3. The results of previous informal discussions.
4. The dissatisfaction with decisions previously rendered.
5. Expected relief or corrective action or alternatives thereof. The Chairperson of the Personnel Committee is to receive an informational copy of all "grievances" at the same time as the original is being processed.

A grievance to be considered under this Agreement must be initiated within thirty (30) days on which the grievant knew or should have known of the circumstances giving rise to the claim.

Level 1

Any problem will initially be discussed with the administrator or building principal, who will endeavor to resolve the problem promptly. Should the administrator or building principal be unable to resolve the question to the satisfaction of all concerned within seven (7) school days, the problem will be reduced to writing and submitted to the CEA Grievance Committee for evaluation. Should the Committee recommend, within seven (7) school days, further processing, the problem shall be submitted to the administrator or building principal in the form of a grievance. If the Committee does not recommend further processing, the remaining steps of the procedure must be followed, if the grievant chooses to pursue the problem.

Level 2

The administrator or building principal will submit within seven (7) school days, to the Superintendent, the report submitted in Level 1, along with the administrator's or building principal's written report including all action taken

to date. The Superintendent shall meet with the Association within five (5) school days. The Superintendent may involve those parties in the meeting deemed necessary in the settlement of the "grievance." The Superintendent will render a decision within seven (7) school days following the meeting.

Level 3

Should the results of Level 2 be unacceptable to the grievant, the grievant will present the grievance to the Personnel Committee of the Board, via the Association's Grievance Committee within seven (7) school days. The Personnel Committee shall render a decision within fifteen (15) school days.

Level 4

Should the result of Level 3 be unacceptable, the grievant will file the grievance with the Board of Education Secretary within five (5) school days. The Board shall render its decision within thirty (30) school days to the Board Secretary.

Level 5

If the Grievant is dissatisfied with the Level 4 disposition and only if the grievance is based upon an alleged violation, misinterpretation, or misapplication of the express provisions of this Agreement, the grievant may initiate a demand for arbitration within ten (10) school days of the receipt of the Level 4 disposition.

- (a) The parties may designate an arbitrator by agreement or utilize the procedures of the Public Employment Relations Commission for the selection of an arbitrator.
- (b) The arbitrator of a grievance under this Agreement shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall not have the right to add to, subtract from, or modify this Agreement in any manner whatsoever. The arbitrator's determination shall be binding on both parties.
- (c) The parties shall share equally in the payment of the fees and expenses of the arbitrator. All other costs connected with the grievance shall be borne by the parties by which they were incurred.
- (d) The award of the arbitrator on grievances arising out of the interpretation, application, or performance of this Agreement shall be final and binding on both parties if rendered pursuant to the rules prescribed by the Public Employment Relations Commission (PERC).
- (e) The parties agree that any deadline listed above may be extended by mutual consent.

Miscellaneous

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is the maximum. Failure of the grievant to meet the next step within the specific time limit should be deemed a waiver of further appeal. Failure of the representatives of the Board to meet the specific time limit of a given level shall be deemed a waiver of that level. The time limit may be extended in the event a "grievance" is filed over an extended holiday and/or summer recess. Said extension is to be developed by mutual agreement of parties involved at a specific level.
- B. All meetings and hearings under this procedure shall not be conducted in public and shall include only the principal, parties involved, their legal and/or professional consultants. Witnesses relevant to the solution of the grievance may be summoned into the hearing room and remain only for the duration of their testimony.
- C. If, in the judgment of the CEA, a grievance affects a group or class of employees, the CEA may submit such grievances in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level 2. The CEA may process any individual person's grievance even though the aggrieved person does not wish to do so.
- D. All employees, including grievant, are required to follow administrative directives and Board policies under the direction of the Superintendent and administration regardless of the pendency of any grievance until such grievance is properly determined. The CEA accepts in good faith Levels 1 through 5 as the solution of professional problems.

- E. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and is left unresolved until the beginning of the following school year and could result in the harm to a party in interest, the time limits set forth herein shall be reduced by mutual consent, so that the grievance procedure may be exhausted as soon as possible.

ARTICLE IV - EMPLOYEE RIGHTS

A. **Rights and Protection in Representation**

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities for mutual aid and protection. As a duly selected body, exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly nor indirectly discourage nor deprive nor coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that is, shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. **Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. **Required Meetings or Hearings**

Whenever any employee is required to appear before the Superintendent, Board, or any Committee or member thereof, concerning any matter which could adversely affect the terms and conditions of that employee's employment, then he shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. The Board shall act on any suspension of an employee within two weeks of said suspension. If, during the course of a conversation between a supervisor or any other administrator and an employee, facts emerge which may affect the employee's employment adversely, the employee shall have the ability to terminate the conversation for the purpose of obtaining representation before continuing the discussion. This shall not apply to conversations regarding evaluations.

D. **Just Cause Provision**

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

E. **Student Evaluation and Promotions**

1. Evaluation of Students

The teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the Collingswood School District based upon professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. No grade or evaluation shall be changed without consultation with the teacher. If a grade is changed without teacher approval, the building principal must countersign and validate the change.

2. Social Promotion Clause

If for any reason a student is placed on a grade level which he has not earned by passing his subjects and receiving a normal promotion, the person or persons placing this student on this higher level must place on record a statement telling why said student was moved up to the next level, and sign that statement leaving no doubt where the accountability rests for the move. The Principal and/or Director of Special Services must then countersign and validate such promotions.

F. Complaint Procedure

Step 1

Criticism of Employees

Any questions of criticism by a supervisor, administrator, or Board member of any employee of his discharge of duties, shall be made in confidence and not in the presence of students, parents, or at other public gatherings. In the event a complaint is brought by a member of the public to any administrator or supervisor of the Collingswood School District concerning an employee and such complaint is deemed potentially serious enough to impact on the affected employee's employment, the affected employee shall be notified immediately. The employee shall have the right to review the complaint and all relevant material concerning the complaint.

Step 2

By mutual agreement of all parties, a meeting shall be held among the complainant, employee and supervisor. The employee retains the right to be represented by the CEA, if he desires.

Step 3

Any complaint unresolved by Step 2 may be submitted, in writing, by the complainant or the employee to the building principal or counterpart supervisor, who shall forthwith forward a copy to the Superintendent or his designee and the complainant. Upon receipt of the written complaint, the Superintendent or his designee shall confer with the parties. In no case shall the Superintendent or his designee take any action against the employee unless the complainant is prepared to produce evidence to substantiate the complaint.

Step 4

If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned at the request of the complainant or the employee, he shall forward the results of his investigation along with his recommendation, in writing, to the Board Personnel Committee and a copy to all parties concerned.

Step 5

Any complaint unresolved under Step 4 may be submitted by the employee to the grievance procedure as set forth in ARTICLE III of this Agreement and may commence at Level 3.

G. Personnel Records

The employee's official personnel file in the central office shall be the official record. The employee shall be notified in writing of anything entered into his official personnel file. The employee retains the right to review his personnel file annually and to petition to remove any unwarranted documents from his file. Such petition to remove documents may be submitted to the grievance procedure.

ARTICLE V - SCHOOL CALENDAR

- A. The school calendar for any particular year shall be presented to the Association for appraisal and suggestion by about January 31 of the preceding year and before its adoption by the Board. Adoption by the Board will be by March 30 of the preceding year. After adoption by the Board, should an emergency occur during the school year as to the need for additional school days to meet state legal requirements, the Board shall confer with the Association as to when these days will be made up before making a final decision.
- B. The school calendar for the next year shall be as set forth in writing. Student days in excess of 183 days shall be considered for emergency closing days, and if not used, shall be deducted as determined by the Board after consulting with the Association. In the event additional emergency days are needed, the necessary days will be made up as determined by the Board after consulting with the Association. The first emergency closing day each year will result in the reduction of one student day and one teacher day and will not be made up.

The working calendar, as applied to teachers, shall consist of a minimum of four days in excess of the students' calendar for the purpose of orientation, in-service programs, and other necessary activities. Of the maximum 187

teacher days, one day shall be designated for the opening of school, and at least three days shall be designated for staff development. For the end of year closing of school, all elementary schools will have four single days before the last day of school and secondary will have three single session days exclusive of the final exam days.

- C. The working calendar, as applied to the Attendance Officer, shall consist of four half days and one full day prior to the first day of school and one full work day immediately following the last day of school.

OFFICE SERVICE PERSONNEL CALENDAR

The working calendar as applied to 10 month office personnel shall be September 1 through June 30.
The working calendar as applied to 12 month office personnel shall be July 1 through June 30.

SCHOOL INSTRUCTIONAL ASSISTANTS' CALENDAR

The working calendar as applied to school instructional assistants shall be the same as the teacher with whom they work.

ARTICLE VI - TEACHING HOURS AND TEACHING LOAD

A. Workday

1. The length of the full-time elementary, middle school and high school teacher workday shall be 7 hour and 15 minutes per day. All full-time elementary teachers shall be required to report for duty no earlier than 8:00am and shall be permitted to leave 7 hours and 15 minutes later after the reporting time, provided all supervisory responsibilities have been completed. Full-time middle and secondary teachers shall be required to report for duty no earlier than 7:30am and shall be permitted to leave 7 hours and 15 minutes after the reporting time, provided all supervisory responsibilities have been completed. A full-time elementary teacher's day shall end no later than 3:30pm and a full-time middle school and high school teacher's day shall end no later than 3:00pm. On single session days, the normal working hours for all full-time teachers will be the same as the respective workday. The working hours for all full-time teachers on delayed opening staff development days and in-service days will be 7:50 a.m. until 3:05 p.m. On Friday, or days preceding a holiday or vacation, as per the adopted school calendar, the full-time teachers' day shall end at the close of the pupils' day, except in the case of an early dismissal professional development day, in which case the full-time teacher's day shall end at the typical time that marks the end of the regular student day.
2. Part-time teacher hours will be prorated depending on the percentage of a full-time contract. The number of days worked and starting and ending time for part-time teachers may be flexible.
3. Part-time employees start and end time and scheduled work day shall not be changed, regardless of changes in the regular school schedule, unless a change is mutually agreed upon.

All full-time secondary certificated staff members, grades 6 through 12, shall have a duty free lunch period which is no less in duration than that of secondary students. Part-time secondary staff members scheduled to work 5 1/2 hours or more in a single day shall also be entitled to a duty-free lunch period which is no less in duration than that of secondary students.

B. Elementary Conferences

1. Elementary school conferences may be held at the time of the fall and spring report periods. Teachers shall be assigned to a maximum of four conference days with no more than two evening conferences to be scheduled by the building administrator. No evening conference shall be scheduled on the same day as any afternoon conference.
2. On afternoon conference days, elementary teachers shall receive a duty free forty-five (45) minute lunch period and a fifteen (15) minute duty free preparation period. Afternoon conferences shall be scheduled

from 1:30 p.m. to 3:30 p.m. On afternoon conference days, no teacher shall be permitted to leave the school building before 3:30 p.m.

3. On evening conference days, students will be dismissed at 12:30 p.m. Teachers shall also be permitted to conclude their day at 12:30 p.m. Evening elementary parent-teacher conference times shall end no later than 8:00 p.m. and will not exceed two hours in duration. Teachers shall arrive and depart for evening conferences as individual schedules require.

C. Faculty Meetings

1. There shall be two faculty, department or department professional learning communities (DPLC) meetings held per month which shall begin no more than 10 minutes for Secondary and 20 minutes for Elementary after the conclusion of the student day and last no more than forty (40) minutes each. Each building Principal/Supervisor must provide a meeting schedule for the year by the conclusion of the first week of school. Any changes to a meeting must be made at least twenty four hours prior to the meeting. Building based or departmental professional development may be held in place of a meeting listed above, but must follow the same guidelines set forth. If any of these meetings requires work to be completed, the necessary time must be allotted during the meeting.
 2. Any meeting that is devoted to professional development or PLC's will have their time applied to the State required 100 hours as per state guidelines.
 3. If a member is not present in school, where as it is the professional responsibility of the member to discuss the content of the meeting with his/her supervisor, the actual time should not be made up for the meeting. The staff member is expected to be prepared for any follow up activity.
- D. All full-time elementary teachers shall have six (6), 30 minute preparatory times per week. If possible, the administration will attempt to schedule each teacher to at least one 30 minute prep period per day. In the event this does not happen, the teacher or building representative will be given an opportunity to suggest remedies. Any elementary teacher who volunteers to teach or serve a duty in excess of 1,480 minutes per week, exclusive of the 15 minute arrival and organizational period immediately prior to the start of the school day, will be compensated at a rate equal to (BA Step 1)/1015 per hour to teach or (BA Step 1)/2030 per hour to serve a duty, with the exception of lunchtime supervision (see G.2 below). Preparation time and total teaching minutes shall be prorated for part-time staff depending on the percentage of a full-time contract. Prep periods will not be assigned between 3:00pm – 3:30pm.
- E. Full-time elementary teachers shall have a forty-five (45) minute duty free and responsibility free lunch period. Elementary teachers shall have a fifteen (15) minute period either immediately preceding or following the lunch period, for professional responsibilities and/or preparation. Part-time elementary teachers scheduled to work 5 1/2 hours or more in a single day shall be entitled to a 30 -minute duty-free lunch period. If a teacher works the entire 7 hours and 15 minutes in a day, then they will get a 45 minute duty free lunch period. Additional duty may be assigned after the end of the instructional day that shall not exceed ten minutes each. No more than one (1) employee per school shall be assigned on a rotating basis for not more than four (4) weeks of duty per employee per year.

F. Lunchtime Supervision

1. The Board shall have the right to assign a teacher or teachers to the position of lunchroom supervisor at each elementary school, to be responsible for the supervision of student activities at the lunch period. Instructional Assistants shall be available to assist in the supervision of students. The supervisor shall not be responsible for collecting or counting of money or for serving food.
2. Lunch-time supervision at the elementary level shall be an extra duty payment assignment compensated at the rate of (BA Step1)/1425 per one hour lunch period.
3. Assignment for lunch-time supervision position shall be made on the following basis:
 - i. It shall first be posted for in-district volunteers.
 - ii. If no in-district volunteers are available, the assignment may be offered to a certified person not employed by the District.

- iii. If no volunteers are available, the duty may be involuntarily assigned to teachers in the school where the vacancy exists. Involuntary assignments shall be limited to one half hour for each of two teachers per day and shall be rotated among the school's teaching staff.
4. Compensation for lunch time supervisor's duty is in recognition of the loss of lunchtime and/or duty free preparation time.

G. Detention

1. Teachers assigned to detention may leave school at the end of the teaching day, as stipulated in the contract.

H. Teacher Innovation

1. Teachers willing to initiate or to participate in school related programs without reimbursement will not obligate themselves or their staff to the continuation or expansion of those programs, or the Board to retroactive pay.

I. Teachers assigned grades 6 through 12 shall have the following workload:

1. All full-time teachers shall be assigned a maximum of 255 instructional and/or duty minutes per day, on average, per scheduling cycle, as per the attached schedule. A scheduling cycle is defined as the period of time after which the schedule begins to repeat (i.e., 4-day cycle, 5-day cycle, 6-day cycle). Total teaching minutes shall be prorated for part-time staff depending on the percentage of a full-time contract. In the event that a full-time teacher volunteers to teach more than 255 instructional minutes per day, he or she shall be compensated at a rate equal to (BA Step1)/1015 adjusted for the length of the teaching period. The CEA and CBOE agree that attempts will be made to equalize the amount of assigned teaching and duty times between secondary teachers; when concerns are raised by staff members, the CEA will be granted the opportunity to review teacher schedules and suggest appropriate modifications.
2. This 255 minute maximum will be exclusive of a homeroom period.
3. A committee of four secondary administrators/supervisors selected by the Superintendent and four high school /middle school CEA members selected by the CEA will meet a minimum of three times per year to discuss the impact of the then current schedule on student achievement and school climate. The purpose of this committee is to develop joint solutions to issues that may arise upon implementation of the schedule. Any changes to the schedule will be instituted only after the committee has met a minimum of the required three times and with committee recommendation. Except changes concerning school safety, any modifications to the schedule will be implemented in accordance with regularly occurring breaks in the school calendar - marking period changes, winter breaks, or spring break. Any changes to the schedule must remain in accordance with all other provisions of this agreement. The purpose of these changes will be to further promote student achievement, positively impact student climate issues, and/or eliminate any obstacles which may have developed during implementation of the schedule.
4. Additional duty assigned prior to the start of the instructional day and after the end of the instructional day shall not exceed ten minutes each.
5. Teachers assigned pupil supervision before or after the student day shall be assigned on a rotating basis, not more than one month at a time for not more than two months per year.
6. Secondary teachers shall have a maximum of three (3) subject preparations for Math, English, Social Studies, and Science where possible.
7. Principals shall work with the faculty through a liaison committee to develop flexible exam and assembly schedules. These schedules shall observe contractual requirements on length of workday and lunch periods. These schedules, for exam days, shall include a fifty-five (55) minute lunch.

J. Elementary Staggered Schedule

1. Elementary Music and Art teachers may be assigned to a staggered schedule by which they may be required either to start earlier and finish earlier or start later and finish later than the regular schedule. No

teacher shall be required to report for work more than 30 minutes before the regular school day or to work more than 30 minutes after the regular end of the school day. Teachers on staggered schedules shall have the same workload as teachers on the regular schedule.

K. Additional Duties for Middle School and High School

1. All additional duty assignments shall be filled on a voluntary basis first. In the absence of sufficient volunteers the Board may assign those additional duties involuntarily. Any teacher involuntarily assigned to a duty shall have the duty assigned in their building. Any teacher involuntarily assigned will not be assigned more than one (1) duty per scheduling cycle. Involuntary assignments will be made on an equitable basis. Such additional duty assignments will be paid at the rate of (BA Step 1)/2030 per hour, pro-rated for length of period.

L. Athletic Trainer

1. The Athletic Trainer may be subject to working a staggered schedule equivalent to 37 ½ hour week. Schedule to be determined and approved by the Director of Athletics, High School Principal, and Superintendent. Starting time shall be no earlier than 1 p.m. when school is in session with no more than two scheduled teaching periods. Base compensation for this time shall be based upon the teachers' salary guide. The athletic trainer is a 10 month employee. For hours in excess of a teacher's work year (187 x 7.25 hours), compensation will be calculated as follows, at the discretion of the athletic trainer and approval of the Superintendent:
 - i. Option 1: The athletic trainer shall be paid at an hourly rate computed by salary divided by total hours for teacher's work year. For weeks in excess of 40 hours, a rate of time and a half shall be computed. In addition, compensation of \$100 per event for championship NJSIAA events or similar events agreed to by administration shall be paid for events that fall on teacher holidays or Saturdays.
 - ii. Option 2: The athletic trainer will be paid an additional 20% of his/her base salary spread evenly through July and August following the conclusion of the school year in accordance with the 12 month employee pay schedule.
2. The athletic trainer must notify the Superintendent of his/her desired payment method in writing by August 1 prior to the start of the school year. In the event that the athletic trainer does not notify the Superintendent prior to this date or that the Superintendent does not approve of the desired method of payment, the athletic trainer will be paid according to Option 1 above.

M. Attendance Officer

1. The Attendance Officer shall work the regular contractual workday but shall also be available to attend court appearances and make home visitations outside of the regular workday on an as needed basis.

N. Halloween

1. When Halloween falls on a school day and there is a 2:00 p.m. dismissal, the elementary teacher day will end at the normal dismissal time for the respective day. Only emergency administrative meetings may be scheduled on that day. When Halloween falls on a weekend day, to accommodate afternoon programs, lunch will occur from 12:30 p.m. to 1:30 p.m.

O. Special Subject Teachers – Elementary

1. Special Subject Teachers include physical education, art, music, library, speech, resource room, Academic Support Program, LEAP, Spanish, technology and media.
2. Special Subject Teachers required to travel between schools during their teaching day will be allotted at least 15 minutes of travel time, exclusive of prep time and lunch.
3. The Administration may schedule Special Subject Teachers for no more than 50 - thirty minute class periods per week, EXCEPT the speech teacher. If the Special Subject Teachers teach or serve a duty in excess of 1,480 minutes per week, they shall be compensated at the rates outlined in section F above.
4. The speech instructor will have no less than 4 - thirty minute preparation periods per week.

P. Nurse

1. Nurses required to travel between buildings will be reimbursed at the state-approved reimbursement rate.
2. Elementary nurses shall have a forty-five (45) minute duty-free and responsibility-free lunch period to be assigned by the building administrator.
3. Secondary nurses shall have a twenty-five minute duty-free and responsibility-free lunch period to be assigned by the building administrator.

Q. Librarian

1. Librarians shall have a duty free lunch period which is no less in duration than that of the students.
2. Librarians shall have one duty free preparation period per day.

R. Curriculum/Committee Work

1. Every attempt will be made not to remove teachers from instructional or preparation time to write curriculum.
2. Curriculum writing will be compensated at rates of \$750 for a full year course, \$375 for a semester course, \$188 for a quarter course. Administrators will seek volunteers to write curriculum within their area(s) of certification. Should the curriculum not be completed and approved by the Superintendent or his designee prior to August 15 of the year assigned, such failure to complete will be noted, as appropriate, in the teacher's subsequent evaluation.
3. Any staff that facilitates professional development courses will be compensated at a rate of \$(BA Step 1/1850) per hour, adjusted for the length of each session.

S. Commercial Driver Licenses

1. Teachers who initially obtain their Commercial Driver's License (CDL) at the request of the Board of Education will be compensated \$500 once upon successful completion of the requirements for the license. The Board will also pay to maintain the license during any year in which the teacher is called upon to drive a vehicle requiring a CDL.

U. IEPs

1. All special education teachers will serve as the 'teacher of responsibility' for writing up to twelve (12) student IEP's annually. For any number above twelve (12), the staff member will be compensated at a rate of \$(BA/Step 2030) per hour multiplied by sixty (60) minutes for each IEP over twelve (12).

ARTICLE VII - OFFICE SERVICE PERSONNEL AND INSTRUCTIONAL ASSISTANTS
WORKING HOURS AND WORKING LOAD

- A. Full-time office service personnel shall work a 35 hour week. Part-time office service personnel shall have their work hours pro-rated depending on the percentage of a full-time contract.
- B. Instructional assistants will work the same calendar year as teachers. The starting and ending times for full-time instructional assistants will be the same as for the elementary or secondary teachers with whom they work. Full-time instructional assistants will have two (2) 15-minute breaks per day and a lunch period of forty-five (45) minutes. Part-time instructional assistants shall have their work hours pro-rated depending on the percentage of a full-time contract. Part-time instructional assistants will have one 15-minute break per day. Part-time instructional assistants scheduled to work 5 1/2 or more hours in a single day shall also be entitled to a 30-minute duty-free lunch period. If an instructional assistant works the entire 7 hours and 15 minutes in a day, then they will get a 45 minute duty free lunch period. Paraprofessionals will be compensated at their hourly rate (per diem/7.25 hours) for time worked beyond their scheduled work day with written approval from their building supervisor, except when training is an initial condition of employment.

- C. Summer hours to be adjusted due to schedule changes resulting from summer school, custodian summer hours, and the possibility of a secretary being alone in a school building. Total working hours to remain the same.
- D. Office service personnel and instructional assistants are to be included in the dismissal of a particular building due to an emergency in that building, such as fire, flooding, heat failure, power failure, or inclement weather, after such time as the children have been safely evacuated; provided, however, that office service personnel may be required to remain on duty until all students are safely accounted for.
- E. Employees in the unit will not be required to report for work on such days the schools are closed for weather conditions.
- F. All full-time office service personnel shall be entitled to one fifteen (15) minute break per morning and one fifteen (15) minute break per afternoon each day. Times to be determined by supervisor. Break time shall not be accumulative and may not be voluntarily waived for the purpose of accumulating additional compensatory time except under special circumstances and with the prior approval of the immediate supervisor.
- G. All employees in the unit will check in and check out.
- H. All employees in the unit will notify immediate supervisor when leaving the building for an emergency during working hours.
- I. On working days preceding holidays in the school calendar, all office service personnel scheduled to work to the end of the day shall be permitted to leave at the close of the teacher day. Full-time office service personnel shall be permitted to leave one hour before the standard leaving time before NJEA Convention days and on the last school day of the year. In addition, full-time office service personnel shall be permitted to leave one hour before the standard leaving time on the workday preceding July 4. On Fridays, full-time office service personnel may leave ½ hour before the standard leaving time.
- J. Paraprofessionals or Office Service Personnel who initially obtain their Commercial Driver's License (CDL) at the request of the Board of Education will be compensated \$500 once upon successful completion of the requirements for the license. The Board will also pay to maintain the license during any year in which the member is asked to drive a vehicle requiring a CDL.

ARTICLE VIII - EMPLOYMENT OF TEACHERS AND OFFICE SERVICE PERSONNEL

- A. The Board agrees to employ only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for each teaching assignment, unless certified by the County Superintendent.
- B.
 - 1. Each teacher shall be placed on his proper step of the salary schedule as to the beginning of the school year in accordance with paragraph (2) following.
 - 2. Credit up to the full step of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed four (4) years of honorable military experience or alternative service required by the Selective Service System may be given upon initial employment. Additional credit not to exceed three (3) additional years may be given for mathematics, science, foreign language and special education upon initial employment. Additional credit may be given for all experience from related industry, year for year, upon initial employment. Additional credit may be given for all experience from private or parochial schools, year for year, upon initial employment.
 - 3. All prior credit shall be for a full year service only, from September 1 through June 30. Personnel employed initially in Collingswood must be employed by January 1st of the school year to receive credit for a full year's experience.

- C. Teachers with previous teaching experience in the Collingswood School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience in a duly accredited school, military experience, or alternative civilian service required by the Selective Service System. Such teachers who have not been engaged in other teaching shall, upon return to the system, be restored to the next position on the salary schedule above that at which they left.
- D. All office service personnel hired to fill vacancies, other than transfer of employees within the District, shall be given one (1) year credit for each year of experience.

ARTICLE IX - SALARIES

- A.
 - 1. The salaries of all teachers covered by this Agreement are set forth in Schedule 1.1, which is hereto attached and made a part thereof.
 - 2. The salaries of all office service personnel and instructional assistants are covered in this Agreement as set forth in Schedules 1.2 and 1.3.
 - 3. The salary of the attendance officer is covered in this Agreement as set forth in Schedules 1.4.
 - 4. Guidance Counselors and Child Study Team members who are employed in the summer shall be paid their individual per diem rates $\$(\text{salary}/200)$ per day or hourly rate $\$(\text{salary}/200/7.25 \text{ hours})$ per hour for partial days. No counselor or Child Study Team member will be paid a lower hourly rate than the rate paid during summer 2014.
- B.
 - 1. Employees employed on a twelve (12) month basis will be paid in twenty-four (24) equal semi-monthly installments.
 - 2. Employees employed on a ten (10) month basis will be paid in twenty (20) equal semi-monthly installments.
 - 3. Ten month employees who submit written authorization in accordance with N.J.S.A. 18A:29-3 may participate in a "summer payment plan" under which ten (10%) percent of the monthly salary will be deducted from the pay, deposited in an account established for that purpose by the Board of Education. Cashiers checks for the amount withheld, with accrued interest, will be mailed directly to the employee by the banking institution on the first working day in July. Provided however, that twelve-month employees who have utilized this program prior to July 1, 1985, may continue to participate.
 - 4. When payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
 - 5. The Board shall provide payroll deductions to employees for supplemental annuities programs which shall be forwarded to carriers selected by the Association. There shall be a maximum of five carriers with a minimum of 10 participants per carrier.
 - 6. The Board shall provide enrollment in a credit union for all employees.
 - 7. Direct deposit to an employee designated bank account shall be mandatory for payment of all compensation through the districts payroll system. Exceptions shall be handled on a case by case basis with the cooperation of the CEA and BOE.
- C. **Office Service Personnel and Instructional Assistants Overtime and Compensatory Time**
 Office service personnel and instructional assistants who work beyond the regular contractual hours shall be compensated for such additional time worked at the regular hourly rate $\$(\text{per diem}/7 \text{ hours})$ for office service personnel and $\$(\text{per diem}/7.25 \text{ hours})$ for instructional assistants or be given compensatory time off on an hour for hour basis (and on a time-and-a-half basis after forty (40) hours) subject to the following procedures:

1. Only overtime authorized in writing by the immediate supervisor will be eligible for overtime compensation or compensatory time off.
2. Employees who voluntarily report for work before the scheduled starting time or voluntarily waive lunch or coffee breaks shall not be eligible for overtime compensation or compensatory time off for such additional time worked.
3. The option to be compensated for overtime work or to receive compensatory time off shall be the employees. The option shall be exercised at the time the overtime work is assigned by the immediate supervisor. Failure to exercise the option shall result in the time being treated as compensatory time.
4. Compensatory time off shall be taken only with the approval of the immediate supervisor. Applications for the use of compensatory time off shall be made at least five (5) working days prior to the date on which it is to be taken except in cases of emergency.
5. Compensatory time off shall not be taken immediately before or after weekends or scheduled holidays unless approved at least seven (7) working days in advance by the immediate supervisor.
6. The immediate supervisor shall not unreasonably withhold approval for use of compensatory time but approval may be withheld for, among other reasons, the reason that work requirements or absences for other reasons dictate that the requested date for compensatory time would result in the inconvenience of the system. Upon request, the supervisor shall state his reasons for rejecting a request for compensatory time in writing.

ARTICLE X - TEACHER ASSIGNMENTS

- A. 1. Except in the case of an emergency, all elementary teachers shall be given written notice of their tentative class / subject / grade level assignments, and teachers in grades 6 -12 shall be given written notice of their tentative course / class assignments preferably by the last day of school but no later than June 30.
2. Except in the case of an emergency, all teachers shall be given written notice of their actual class / course / subject / building / department / room assignments for the forthcoming year by August 15.
3. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after August 15, the teacher affected shall be notified promptly in writing.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates.
- C. Notice of all open positions during the academic year shall be posted on the Internet as they occur and all faculty bulletin boards by the Superintendent of Schools for a period of ten (10) school days before an appointment is made. Said notice shall be posted five (5) school days in advance of notice to the public.

ARTICLE XI - VACANCIES - OFFICE SERVICE PERSONNEL AND INSTRUCTIONAL ASSISTANTS

- A. When a position becomes vacant, notice of said vacancy shall be given to the Association and shall be posted on the bulletin board at the central office of each school. Said notice shall be posted at a reasonable time in advance of contemplated action so as to give prospective applicants a reasonable opportunity to apply. Said notice to include duties, qualifications, and salary range for the position. All applicants to receive acknowledgment of applications. If vacancies occur during the summer, the Association is to be notified by mail.
- B. Employees of the unit desiring to apply for such positions shall submit applications in writing within the time limit specified in the notice.

- C. The Board agrees that applications of employees of the unit shall be given consideration; provided, however, that the final decision on all appointments rests in the sole discretion of the Board of Education.
- D. Applicants not selected shall be given written notice thereof.
- E. If any employee changes position, and as a result, moves from one classification to another, he shall move laterally across the guide.
 - 1. The Collingswood BOE will provide written notice to the CEA president at least thirty (30) days prior to any effort by the Board to seek a subcontracting agreement as long as that thirty (30) day period spans a Board of Education meeting.
 - 2. The Board offers the majority representative the opportunity to meet and discuss the decision to subcontract and negotiate over its decision.
 - 3. If any subcontracting agreement is terminated within a period of two years from its inception, each employee replaced or displaced because of the subcontracting agreement would retain all previously acquired seniority and would have recall rights to a position within the district.

ARTICLE XII - VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or assignment to which the employee desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.
 - 2. In summer, notices of vacancies will be sent only to those persons who have a written request for consideration on file. These notices shall be sent Certified Mail - Return Receipt Requested. Copies shall also be sent to the CEA secretary in the same manner.
 - 3. As soon as practicable, the Superintendent shall post in each school and deliver to the Association, a system-wide schedule showing the names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.
- B. 1. In the determination of requests for voluntary reassignment and/or transfers, the wishes of the individual employee shall be considered to the extent that the transfer does not conflict with the instructional requirements and the best interests of the school system.
 - 2. The employee requesting transfer shall be granted an interview with the respective principal and/or department head.
 - 3. If the employee's request for a transfer has been denied, he will be given a written statement of this fact.
- C. 1. Criteria for non-certified personnel will be seniority in the District and evaluation.
 - 2. Evaluation of non-certified personnel will be in accordance with the Agreement of March 3, 1981.

ARTICLE XIII - INVOLUNTARY TRANSFERS AND REASSIGNMENTS AND REDUCTION IN FORCE

A. Involuntary Transfer and Reassignments

- 1. Use of Voluntary Requests
In case of involuntary transfers or reassignments, the Board may consider a volunteer to fill said position.

2. Notice

Except in case of emergency, notice of any involuntary transfer or reassignment shall be given to employees no later than 30 days prior to the opening of school.

3. Criteria

When an involuntary transfer or reassignment is necessary, a teacher's/employee's length of service in the Collingswood School District, area of competence, major or minor field of study, length of service in the particular school building, state and/or federal laws, rules and regulations shall be considered in determining which teacher/employee is to be transferred or reassigned.

4. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the building principal or administrator, at which time the employee shall be notified of the reason. Therefore, in the event that the employee objects to the transfer or reassignment at this meeting, upon request of the employee, the Superintendent shall meet with him. The employee may, at his option, have Association representative(s) present at such meeting. The Board decision on transfers shall be final.

5. Priority in Reassignment

A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions in order of the preference in which they desire to be transferred. An employee being involuntarily transferred or reassigned shall be retained in an equivalent position, (i.e., that which does not involve reduction in employment or total compensation).

B. Reduction in Force

Prior to the implementation of a reduction in force, the Board will;

1. Grant the CEA an opportunity to present a report relative to the educational impact of a reduction.
2. Grant the CEA an opportunity to discuss the implementation of the reduction in force statutes as stated in Title 18A of the New Jersey School Law.
3. The Board of Education shall maintain a reduction in force seniority list as required by the New Jersey Administrative Code. The Superintendent and the Association President shall meet annually to review the accuracy of the seniority list. Discrepancies shall be mutually resolved. The Association shall be provided with a copy of the seniority list after review.

C. Instructional Assistants - Reduction in Force

1. In case of a reduction in force, Instructional Assistants will be laid off in the inverse order of seniority (last hired, first RIFed) with the exception of those assistants who have exclusively provided one-on-one assistance. One-on-one assistants who previously served as a general classroom assistant will maintain their seniority as a classroom assistant.
2. The Superintendent and the Association President shall meet annually to review the accuracy of the seniority list. Discrepancies shall be mutually resolved. The Association shall be provided with a copy of the seniority list after review.

D. Office Services Personnel - Reduction in Force

1. In case of a reduction in force, tenured office services personnel will be laid off in the inverse order of seniority (last hired, first RIFed). Any reassignments from within the tenured group necessitated by the reduction in force will be done at the Board's discretion, and the Board may require a minimum skills test and probationary period for the transfers requested.

2. The Superintendent and the Association President shall meet annually to review the accuracy of the seniority list. Discrepancies shall be mutually resolved. The Association shall be provided with a copy of the seniority list after review.
3. Those office services personnel that do not meet the minimum skills qualifications will be placed back into the office services personnel pool.

ARTICLE XIV - EMPLOYEE EVALUATION

Certificated Staff

- A. Teachers shall be evaluated consistent with applicable state statute and regulation.
- B. Each employee shall be informed of who may be evaluating them by September 15.
- C. PRE-OBSERVATION CONFERENCES
 1. When required, an evaluation pre-conference shall be conducted between the board appointed certified supervisor conducting the observation and the employee being evaluated. The content of pre-conferences shall include, but not be limited to, discussion of the teacher practice rubric as it relates to lesson plans and characteristics of the student/class profile. The teacher and supervisor may discuss specific domains of practice to serve as the focus for the observation.
 2. A pre-conference, when required, shall occur within seven work days prior to the observation, not including the day of the observation. Since lesson sequencing and components may vary based on the needs of the students, teaching staff members will not be penalized for adjusting the lessons to meet student needs.
- D. OBSERVATIONS
 1. A teaching staff member may initiate or request an observation.
 2. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, telephone or other video recording, computers, and any other electronic surveillance devices is strictly prohibited.
- E. OBSERVATION FOLLOW-UP
 1. All observations are to be followed-up by a written observation report and by a conference, as defined below, between the teacher and the supervisor conducting the observation as follows:
 - a. Teachers shall complete the post-observation reflection with 3 work days.
 - b. Each required observation will result in a performance rating which shall be shared with the employee within 10 work days after the observation.
 - c. An employee shall be given a copy of any visit, observation, or evaluation report prepared by his/her evaluator(s) one (1) day before any conference. At the employee's request an extension of up to 2 work days shall be granted for the purpose of collecting additional evidence.
 - d. The observation post-conference, in face-to-face or virtual form, must be completed within fifteen (15) days of the date of the observation. This marks the end of that observation cycle.
 - e. All teacher forms, including any response/rebuttal, shall be signed or submitted within 10 days following the post conference.
 - f. There shall be at least 7 calendar days between the time one evaluation is completed, including the post observation conference, and the subsequent observation or evaluation. This "wait period" may be waived by the tenured staff member.

2. Evaluation Reports

- a. Evaluation reports shall be presented to each employee in accordance with the following procedures:
 - i. Such reports shall be addressed to the employee
 - ii. Such reports shall include, if evident:
 1. Strengths of the employee as evidenced during the observation, utilizing language from the rubric.
 2. Recommendations which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated, utilizing rubric language.
- b. No observation/evaluation report shall be finalized or submitted to the central office, placed in the employee's file, electronically finalized, or otherwise acted upon until after the post-observation conference with the employee has occurred.
- c. No employee shall be required to sign a blank or incomplete evaluation form. An employee's signature on a completed evaluation indicates only that an employee has reviewed a copy of the evaluation, not that the employee is in agreement with any or all of the findings of the evaluation.
- d. Each employee shall have the right to attach a written statement of rebuttal/response to all evaluations. Such responses shall be attached to and remain with the evaluation, whether stored physically or electronically.
- e. All evaluation reports, documents, records, and other evaluative materials – whether in a non-electronic or electronic form - are considered confidential personnel records and are subject to the confidentiality requirements of P.L. 2012, c. 26, and other statutes establishing confidentiality of public employee records.

3. Post-Observation Conferences

- a. At least one post-observation conference between the certified supervisor conducting the evaluation and the employee who was evaluated must occur face to face. Additional post-observation conferences may occur face to face at the request of either the staff member or supervisor.
- b. The post-observation conference shall include data from the observation, all the evidence that shall be included in the evaluation report, the assigned performance ratings, and the draft evaluation report. During this conference, the employee shall have the opportunity to present additional evidence.

F. INFORMAL OBSERVATIONS/WALKTHROUGHS

1. Data from informal observations and walkthroughs may not be used for evaluative assessment of individual employees. Employees shall be provided with copies of any forms or checklists being used prior to walkthroughs being conducted. Information on the walkthrough process shall be included in staff training.

G. CRITICISM

1. Any question or criticism by a supervisor, administrator, or Board member of an employee's performance/instructional methodology shall be made in confidence.

H. EXTRACURRICULAR POSITIONS

1. Employees holding any extracurricular position shall be evaluated consistent with N.J.S.A. 34:13A-23.
2. Each employee shall be evaluated one time during each position held.
3. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form. Extracurricular evaluations shall not be tied to in-district teacher evaluations.

4. Each employee shall have the right to attach a written statement of rebuttal to all written evaluations.
5. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.
6. Evaluation reports shall be presented to each employee in accordance with the following procedures:
 - a. Such reports shall be addressed to the employee.
 - b. Such reports shall be in written form and shall include, if evident:
 - i. Strengths of the employee as evidenced during the observation.
 - ii. Recommendations the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

ARTICLE XV - PROFESSIONAL DEVELOPMENT, CAP, EVALUATION MODEL TRAINING, MENTORING

A. INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN (PDP)

1. The Individual Professional Development Plan (PDP) shall be developed by the teaching staff member and the teaching staff member's certified district supervisor and finalized by October 31.
2. The PDP shall be considered a living document. The employee shall have the right to modify the plans, goals, and activities listed throughout the calendar year to meet his/her emerging goals, amending the plan in collaboration with his/her immediate certified supervisor.
3. The PDP shall include no more than three goals, such as a professional practice goal, school goal, and/or district goal except at the request of the teacher.
4. Any professional development required of any school staff member shall be provided during the regularly scheduled work year and work day.
5. Any professional development activity or experience required by the district or district administration shall be fully funded by the district, including payment of associated fees or expenses, unless it is a condition of employment.

B. CORRECTIVE ACTION PLAN (CAP)

1. Any Corrective Action Plan shall be developed collaboratively by the staff member who needs to address the deficiency or deficiencies which led to an "ineffective" or "partially effective" annual summative rating and the individual's certified supervisor. The Corrective Action Plan will reflect only those areas in which the staff member was rated "ineffective" or "partially effective". If teaching staff member does not agree with the Corrective Action Plan, the designated supervisor shall make the final determination.
2. Any professional development required of any school staff member through a Corrective Action Plan (CAP) shall be job-embedded and provided during the regularly scheduled work year and work day. Any experiences which can help address the identified deficiency or deficiencies that are outside of the school day or year must be mutually agreed upon by the school staff member and the certified supervisor. The district shall be responsible for payment of all fees, expenses, required resources, and additional compensation based on the individual's hourly rate if outside the work day for all professional development required by the Corrective Action Plan.
3. The Corrective Action Plan must define both the individual's responsibilities and the district's and supervisors'/administrators' responsibilities in helping the employee address any identified deficiencies.
4. The plan shall spell out which specific evaluation component(s) and elements need to be addressed. It shall include opportunities for the individual to view examples of "effective" instruction by those rated

“effective” or “highly effective.” Visitation of a colleague must be mutually agreed upon with steps taken to maintain confidentiality.

5. The Corrective Action Plan shall be developed in accordance with State guidelines and district evaluation policies and procedures:
 - a. The corrective action plan shall be developed and the teacher and his or her designated supervisor shall meet to discuss the corrective action plan by October 31 of the school year following the year of evaluation except if the ineffective or partially effective summative evaluation rating is received after the start of the school year following the year of evaluation. In this case, a corrective action plan shall be developed, and the teacher and his or her designated supervisor shall meet to discuss the corrective action plan within twenty-five teacher working days following the school district’s receipt of the teacher’s summative rating.
6. Any announced observations for an individual who has a Corrective Action Plan shall be conducted for a 40-minute period, and shall require a pre-conference.
7. Observations of individuals with Corrective Action Plans shall be conducted by multiple observers who shall be certified district supervisors.
8. No teacher member will be involved in creating another staff member’s Corrective Action Plan.
9. For the purpose of helping support the teacher grow professionally, the teacher who is subject to a CAP may invite an Association Representative to observe only at the initial CAP development meeting. Following the conclusion of the annual summative conference during the year covered by the CAP, the Superintendent, Principal, and, if applicable, Supervisor will meet with the teacher to discuss the resulting evaluation scores and any necessary next steps. For the purposes of this conference, the teacher may invite an Association Representative.

C. TEACHER EVALUATION MODEL TRAINING

1. Training on the teacher evaluation model shall clearly outline specific descriptors for each domain and element within the teacher practice model.
2. The training shall include the specific information regarding the rating system, scoring plan, and criteria for Student Growth Percentiles, the development and assessment of Student Growth Objectives, and how the final rating is determined for each component and the evaluation system as a whole.
3. Evaluation training shall be offered by the district as part of the professional development program during the school day and school year and be fully funded by the school district.
4. When district certified supervisors who conduct evaluations and observations in the evaluation models, tools, and rubrics used to evaluate school staff are trained, association representatives will be provided a copy of all training materials.

D. NOTIFICATION OF STUDENT ROSTER FOR STUDENT GROWTH PERCENTILE (SGP) PURPOSES

1. Upon request, the district shall provide the final list of students assigned to each teacher for the teacher’s review upon receipt of SGP scores from the NJ Department of Education.

E. TEACHER MENTORS

1. The position of teacher mentor shall be posted to all teachers electronically. The posting shall include qualifications and application deadlines. No teacher shall be assigned to be a mentor.

2. Mentors shall be provided classroom coverage twice per year, if requested, for the purpose of visiting the mentee classroom during teaching time.
3. Mentors shall receive professional development hours toward the State required 100 hours as per the state guidelines. Mentors shall be paid a maximum stipend as required by state statute.
4. Mentors shall be held harmless by the district regarding any complaints made by a mentee.
5. No mentor shall have more than one (1) mentee at a time unless the teacher mentor agrees to do so.

F. DISTRICT EVALUATION STEERING COMMITTEE (DESC)

1. The district shall establish and maintain a DESC committee. The committee shall consist of three administrators chosen by the superintendent and three teachers chosen by the CEA. DESC shall be involved in the collaborative development of recommendations to the Superintendent and Board of Education regarding Evaluation Policies and Procedures. The members of the committee shall also establish a working practice that will focus on:
 - a. Providing a bridge between administrators and teachers for the purpose of maintaining two-way communication;
 - b. Helping to offer solutions to complex problems on how the district should interpret and implement all aspects of the evaluation model;
 - c. Using available data to help determine what training is needed for both the observers and the observed, including the creation of training materials and a calendar of training events for the district;
 - d. To create and define the roles of the School Improvement Panel, beyond those defined in regulation.
2. Teacher members of DESC shall be provided with a minimum of two (2) half days per year to attend specific DESC meetings. The dates shall be jointly determined by the Superintendent and CEA President.

ARTICLE XVI - SICK LEAVE

- A. All ten month employees shall be entitled to ten (10) days of paid sick leave, and all twelve month employees shall be entitled to twelve (12) days of paid sick leave each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave shall be accumulated from year to year with no maximum limit.
- B. Employees shall be given a written accounting of accumulated sick leave days no later than September 15th of each year.
- C. Where a ten month employee has used, during any year, the sick leave allowed by this policy and all accumulated sick leave allowed under the provisions of this policy, full deduction one two-hundredth (1/200) of the annual salary will be made for each day's absence, unless waived by vote of the Board.
- D. Twelve month employees shall be deducted one two-hundred fortieth (1/240) of the annual salary.
- E. Upon retirement from the District, as certified by the Division of Pensions, the Board shall pay the retiring employee retirement pay for the accumulated sick leave days accrued while in the employment of the Collingswood School District. Payment shall be made in accordance with the following conditions for those employees who retire:
 1. Maximum payment for each accumulated unused sick day shall be BA Step 1/950 per day, up to 120 days per employee, for the life of the agreement.

2. Maximum possible number of sick days accrued shall be 120 days per employee.
 3. An employee must be retiring with a minimum of fifteen (15) years' experience in the Collingswood School District.
 4. This particular plan shall have a monetary cap of BA Step 1 for the life of the agreement. In the event that these funds are exceeded for any year, the amounts will be prorated among the eligible employees for the particular year.
 5. Employees shall give written notice of intention to retire by January 1 of the retirement year in order for staff members to receive payment by the first pay period in July of that year. Notice not received by January 1st will result in a delay of payment until the second July following retirement. Staff members may opt to defer payment up to one (1) year after retirement. The retirement school year determines the proportional share of the monetary cap, if applicable.
- F. On any occasion of absence, employees shall be required to telephone the individual responsible for calling substitutes and identify the reason for such absence as being sick leave, personal leave or family leave. Within 24 hours following return to duty, such reason may be amended in writing.

ARTICLE XVII - TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary non-accumulated leaves of absence, with full pay, each school year.

- A. Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the employee's principal or other immediate superior for personal leave shall be made at least two (2) days before taking such leave (except in the case of an emergency). Personal leave days not used by the conclusion of a school year shall be credited to the employee's accumulated sick leave.
- B. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature with approval of the Superintendent.
- C. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system, with approval from the Superintendent but not in cases involving Board-Employee disputes.
- D. Up to eight (8) days are set aside for use under the following circumstances with no deduction of pay:
 1. Up to five (5) days to be used for death or serious illness of spouse, child, parent, brother or sister, grandparent, grandchild, and corresponding in-laws. Serious family illness is a documented illness, injury, impairment or physical or mental condition that requires in-patient care in a hospital, hospice, residential medical facility, or doctor's office.
 2. Up to three (3) days for death of all others not listed in paragraph 4a, with no more than one (1) day to be used for each occurrence.
 3. Up to three (3) days for adoption of a child to be used for legal matters and family adjustments related to the adoption.
- E. Additional days may be granted by the Board upon the recommendation of the Superintendent.
- F. On any occasion of absence, employees shall be required to telephone the individual responsible for calling substitutes and identify the reason for such absence as being sick leave, personal leave or family leave. Within 24 hours following return to duty, such reason may be amended in writing.

ARTICLE XVIII - EXTENDED LEAVES OF ABSENCE

A. Military Leave

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. Additionally, any employee whose spouse is so inducted or enlists and who wishes to join him for the period of special training and preparation for duty overseas in combat zones shall be granted a leave of absence if requested.

Employees shall be granted military leave with pay when required to report for temporary active duty pursuant to N.J.S.A. 30:23-1. It is agreed and understood that an employee shall make every effort to schedule such duty when school is not in session.

B. Maternity Leave

1. The Board of Education shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees with pay, on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq.
2. It is recognized that an employee's maternity leave application involves both a disability and child care phase. The disability phase is that period of time both pre-natal and post-natal during which a physician certifies inability to work. The child-care phase is that period of time selected by the employee in accordance with B.(2)(b) below, which follows the disability phase during which time the employee voluntarily suspends her teaching career to care for the newborn child.

(a) Disability Phase. Any tenured or non-tenured employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon sixty (60) days notice to the Board, the employee shall specify in writing the date on which she wishes to return to work after the birth, except in the cases of stillbirth, in which case, the employee may elect to return to work at an earlier date. The Board shall request any employee to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. The physician's certification is subject to agreement by the Board's physician. No tenured or non-tenured teacher may return to work from leave within three weeks of the close of the school year, or June 1, whichever is later.

(b) Child Care Phase. Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child-care purposes, as defined above, the tenured employee shall be granted at her discretion a leave for (1) the balance of the school year in which the birth occurred, returning September 1 of the succeeding school year, or (2) the balance of the school year in which the birth occurred and the first semester of the succeeding school year (returning February 1 of the succeeding school year), or (3) the balance of the school year in which the birth occurred and the entire following school year (returning September 1 of the next succeeding school year). Teachers on maternity leave desiring to switch from option 2(a) to option 2(b) shall notify the Superintendent by June 30 of the year in which the maternity leave was taken. Any further extension of child-care leave shall be discretionary with the Board of Education.

The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which leave is obtained.

3. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and the desired date of return, provided sixty (60) day notice is given except as is provided herein. Nothing contained in this Article shall be construed to preclude the Board from requiring any teacher after the birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties. The physician's certification is subject to agreement by the Board physician.

4. A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract. The granting of a leave to any non-tenured employee shall not limit the discretionary authority of the Board with respect to re-employment or the granting of tenure.
5. Paragraphs B.1 and B.4 shall also apply to all other tenured employees represented by the Association under the terms and conditions of this contract of employment.
6. Any tenured employee adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
7. No employee on maternity leave shall, on the basis of said leave, be denied the appointment to substitute in the Collingswood School District in the area of certification or competence.

C. Other Leaves

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

D. General Provisions

1. Upon return from military service, an employee who has been on active duty shall be considered as if he was actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An employee shall not receive tenure or increment credits for time spent on leave granted pursuant to Section B. or C. of this Article; provided, however, that an employee who works a minimum of 90 days in a school year in which leave is taken shall be entitled to an increment that year.
2. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return.
3. All extensions or renewals or leaves shall be applied for in writing.
4. No employee on an unpaid leave of absence shall be entitled to the use of sick leave.

ARTICLE XIX - VACATIONS AND HOLIDAYS

OFFICE SERVICE PERSONNEL AND INSTRUCTIONAL ASSISTANTS

A. Vacations

All twelve (12) month office service personnel shall be entitled to a vacation with pay as follows:

6 months continuous service	5 days	11 months continuous service	9 days
7 months continuous service	5 days	12 months continuous service	10 days
8 months continuous service	6 days	60 months continuous service	15 days
9 months continuous service	7 days	120 months continuous service	20 days
10 months continuous service	8 days		

Twelve (12) month office service personnel may carryover a maximum of five (5) days of unused vacation time to be used the following year with administrator approval.

B. Holidays

1. All ten and twelve month employees shall be entitled to paid holidays coinciding with the days during the school year upon which the schools of the Collingswood School District are closed for the purpose of observing such holidays and other days, pursuant to the school calendar, adopted by the administrative body of the said District. Compensatory time to be given to any employee covering the Administrative Office during the Christmas holidays. When the Board eliminates one of the following paid holidays for 12 or 10 month office service personnel (Labor Day, Thanksgiving, the Day after Thanksgiving, Martin Luther King's Birthday, Presidents' Day, Memorial Day, July 4th) due to a calendar change to the school year (not including snow make-up days), the 12 month employee shall be compensated for the day(s) as extra vacation day(s) in that contractual year and the 10 month employee shall be compensated as a compensatory day. (The compensatory day will be at the discretion of the superintendent.)

ARTICLE XX - PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT PAYMENT OF PROFESSIONAL STAFF TUITION

Purpose:

As a means of improving instructional practices and of maintaining an experienced and well qualified staff, the Collingswood Board of Education institutes this policy for payment of all tuition.

Provisions:

All employees in or above the second year at Collingswood shall be entitled to reimbursement of all tuition costs for approved courses, provided that the total cost of such reimbursement to the District does not exceed the amount on Step 1 BA - Salary Guide 1.1 of the corresponding year. If the amount claimed by the eligible employees in any particular year exceeds the cost to the District as indicated above, then the amount of monies available shall be prorated among the employees claiming such reimbursement.

In order that this amount may be allocated in a fair and efficient manner, the Board shall establish a review committee consisting of the President of the Collingswood Education Association or his designee, and the Superintendent of schools or his designee. The committee shall meet as required to approve applications for participation in the program. This committee shall allocate the funds available so as to achieve the greatest efficiency from the program. After the review committee has approved the applications, a list of candidates and courses requested shall be presented to the Board in executive session for confirmation. For a teacher, study under this program shall specifically be limited to the teaching field of the applicant. The teaching field shall mean either the subject matter field or allied areas. For an employee, reimbursement for non-credit courses and for workshops conducted outside regular school hours may be granted from the Professional Development Fund, if in the sole discretion of the Superintendent, the proposed program will be of benefit to the school district.

Applications must be filed prior to the date below:

Summer sessions	July 1
Fall sessions	October 1
Spring sessions	February 1

Payment for approved work will be made upon presentation of receipted bills and evidence of successful completion of the course and continuing employment in the District during the following school year. Since it is the intention of this policy to improve the instruction in the Collingswood Public Schools, staff members who may terminate their relationship with the school district for any reason, prior to the payment of the appropriate funds, will not receive reimbursement, except in the case of reduction in force.

All applications shall be made in writing on the form provided. Such applications shall state in detail the aims and other information required.

Horizontal movement on the salary guide for attainment of advanced credit will be granted two times per year, September 1, and February 1. Official transcripts providing evidence of attainment of advanced credit or advanced degree status on the salary guide must be presented thirty (30) days prior to the desired effective date.

ARTICLE XXI - INSURANCE PROTECTION

- A. The Board will offer benefits to all certificated staff, all secretaries, and all instructional assistants working in excess of 30 hours per week. Any employee currently receiving benefits while working fewer hours than those outlined above will continue to be eligible for same benefits.

The Board shall have the right to provide health insurance benefits through a carrier selected by the Board after consultation with the Association provided that there is no reduction of benefits from the levels of benefits provided on June 30, 2021. The Board shall pay the full premium for each employee and one hundred percent (100%) for each employee dependent coverage, less the required contribution as described below. The current level of benefits listed at ratification of this Agreement shall serve as the benchmark for any future references. The current level of benefits include:

(Plan 1) NJ Educators' Health Plan: New hires as of July 1, 2020 (the effective date of the Educators' Health Benefits Fairness Act (EHBFA/NJEHP)) will be placed in the NJ Educators' Health Plan or its equivalent and will contribute at the rates set forth in the EHBFA/NJEHP.

Existing employees hired before July 1, 2020 may choose the NJ Educators' Health Plan or its equivalent and those who do will contribute at the rates set forth in the EHBFA/NJEHP." All other employees will have the opportunity to select the plan that best meets their individual needs. Plans 3, 4 and 5 must maintain levels of coverage equal to or better than the benchmarks described below, while the Low Premium Option may be changed annually at the discretion of the Board.

(Plan 2) Low Premium Cost Option: The level of benefit of the Low Premium Option shall not be negotiable, although the availability of at least three plans shall be contractual. Staff enrolled in this plan will contribute at Adjusted Tier levels as outlined in Schedule TIER. For employees enrolled in this plan, there will be a \$15.00 (Generic), \$25.00 (Name Brand Preferred), and \$50.00 (Name Brand Non-Preferred) co-pay provision. Mail-in co-pay provisions will match those above, but for a 90 day supply.

(Plan 3) Bronze Plan QPOS-II (with gatekeeper): The level of benefit of this plan is attached. Staff enrolled in this plan will contribute at Adjusted Tier levels as outlined in Schedule TIER. For employees enrolled in this plan, there will be a \$15.00 (Generic), \$25.00 (Name Brand Preferred), and \$50.00 (Name Brand Non-Preferred) co-pay provision. Mail-in co-pay provisions will match those above, but for a 90 day supply.

(Plan 4) Patriot 5/15 Blue QPOS (with gatekeeper): The level of benefit of this plan is attached. Staff enrolled in this plan will contribute at Tier 4 levels as outlined in Chapter 78. For employees enrolled in this plan, there will be a \$15.00 (Generic), \$25.00 (Name Brand), \$10.00 (Mail) co-pay provision for a 90-day supply.

(Plan 5) Patriot 5/15 Gold QPOS (no gatekeeper): The level of benefit of this plan is attached. Staff enrolled in this plan will contribute at Tier 4 levels as outlined in Chapter 78, plus an additional amount equal to 6% of the employee's annual health insurance premium. For employees enrolled in this plan, there will be a \$15.00 (Generic), \$25.00 (Name Brand), \$10.00 (Mail) co-pay provision for a 90-day supply. Beginning July 1, 2018, no staff may enroll in the Gold Plan. Those currently enrolled in the Gold Plan may remain.

- B. The Board of Education shall continue to provide a full family dental insurance plan from July 1, 2021 through June 30, 2024.

C. Insurance Contributions and Premiums

1. All contributions toward health insurance will be deducted over the employee's contractual year (10 month/12 month). This contribution will be deposited into a third-party account called the "Cafeteria Plan"

(administered by a third party) to be used for payment toward the cost of maintaining the employee's health insurance.

2. The employee will not be held responsible for mishandling of funds, penalties, or service charges through this premium only contribution plan.
 3. The CEA will be given written notification of premium rates prior to September 1 of each year for notification to its members.
 4. Any available options under IRS Section 125 regulations will be mutually agreed upon by both the CEA and BOE. In the event that an employee utilizes any of the mutually agreed upon options, any charge for these options will be collected monthly through payroll deductions. The Board will bear no cost related to an employee's selection of an option.
 5. Any unused funds remaining in these plans shall be refunded to the plan as per IRS regulations.
- D. Any existing employee who declines insurance protection prior to July 1, 2012 and continues to decline coverage offered by the Board without a break, and provides proof of coverage in another plan, will be paid an amount equal to 15% of the cost of the declined insurance protection according to the following schedule – ½ paid January 1, ½ paid June 30. Any employee who initially declines coverage after July 1, 2012 will be paid an amount equal to 12.5% of the cost of the declined insurance protection or \$2,500, whichever is lesser, according to the following schedule – ½ paid January 1, ½ paid June 30. When both spouses are employed in the district and eligible for benefits, only one spouse may opt into the benefit plan.
- E. All employees of the Board are covered by a policy of Insurance under the New Jersey Laws regarding Workers' Compensation. It is essential that any employee suffering injury while carrying out his duties notify the school within 24 hours of such injury, however minor.
- F. Auto Damage Fund - The Board shall provide a maximum of \$961.00 in 2021-2022, 2022-2023, 2023-2024 to be paid at the end of the school year on a proportionate basis for any employees' automobiles damaged while on the school premises. Reimbursements shall only be made where written reports of damage had been submitted and confirmed by building administration.

ARTICLE XXII - EXTRA DUTY PAY PROGRAM

- A. Extra Duty Pay contracts will be issued, where possible, with teaching contracts for the succeeding school year.
- B. All salaries and increments for extra duty contract positions shall be paid in accordance with the salary guides and schedules established for athletic (1010 account), non-athletic (1010 account), and extra compensation areas (213 account) which are attached hereto and made a part of this Agreement as schedules S.A.1 and S.N.A.1. Under no circumstances shall any individual be paid an amount greater or less than prescribed by the contractual guide. All seasonal Extra Duty Pay contracts shall be paid twice during the course of the season at dates established by the Board of Education. All yearly Extra Duty Pay contract will be paid twice annually on dates established by the Board of Education.
- C. The Board of Education reserves the right to eliminate any and all extra duty pay contracts as necessary. Provided, however, that should the Board eliminate any extra duty pay positions, after a contract for that position has been issued, the employee awarded the contract shall receive twenty-five (25%) percent of the contract amount.
- D. The Board of Education may create extra duty pay contracts not listed in schedules S.A.1 and S.N.A.1. provided, however, that the salaries and increments for said positions are approved by the Association President and these positions are added to the appropriate schedule at the next opportunity.

ARTICLE XXIII – SCHOOL FUNCTIONS BEYOND THE NORMAL SCHOOL DAY/YEAR

A. Summer Program

In the event a teacher agrees to teach in a district sponsored, educational summer program, he or she shall be compensated at a rate equal to (BA Step 1)/1850 per hour.

B. Meetings

Any employee required to attend night meetings/parent conferences/back to school nights or other evening activities will be released at the close of the student's day on the day of the event once student supervision responsibilities are satisfied.

ARTICLE XXIV - ASSOCIATION PRIVILEGES

A. Use of Facilities

Subject to the Superintendent's approval, the Association shall have the right to use the equipment and facilities of the school district at reasonable times when such equipment and facilities are not in use. The Association shall pay for the reasonable cost of all materials, service, and supplies, incident to such use, and for any repairs for replacements necessitated as a result thereof.

B. Use of Buildings

The Association and its representatives shall have the right to meet in school buildings provided that the meeting places are not otherwise scheduled for use. The Association shall pay reasonable costs for maintenance when such costs are incurred.

The provisions of this Article shall be null and void during the periods of job action against the Board of Education.

1. Secretarial representatives to CEA Executive Council will be permitted to leave school at 3:45 p.m. to attend the monthly meeting of the CEA Council. No more than two representatives will be permitted to attend these meetings.
2. All secretarial and instructional assistant personnel shall be released to attend the General meeting in September and will be permitted to leave school at the close of the teacher day (3:30 p.m.) in order to attend the annual business meeting of the CEA in June.

C. Policy Book

Copies of all Board policies shall be maintained in the office of each building principal. All staff members shall be guaranteed access to these documents.

D. Tuition-free for Members' Children

Children of five (5) employees who reside outside of the district may attend Collingswood Public Schools free of tuition, provided that the child has not been removed from other schools for disciplinary reasons. This section excludes any program that is based upon a lottery system or payment to the Collingswood School District. The Superintendent retains the right to determine which elementary school the students of staff members will attend in accordance with Board policy.

ARTICLE XXV - SAVINGS CLAUSE

- A. If any provisions 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 applications shall continue to full force and effect.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions(s) of this Agreement, either party shall do so by telegram or certified letter to the following addresses:
 - 1. If by the Association, to the Board at 200 Lees Avenue, Collingswood, New Jersey 08108.
 - 2. If by the Board, to the Association President at the Collingswood School System and at his home address.
- C. Except, as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the Administrative procedures and practices in force on said date shall continue to be so applicable during the terms of this Agreement.

ARTICLE XXVI - AGENCY SHOP

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year during the duration of the term of the most current contract, which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for the membership year or part thereof. The purpose of this fee is to offset the employee's per capita cost of services rendered by the Association as majority representative. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative under proceedings established and maintained in accordance with the provisions of Chapter 477, P.L. 1979 N.J.S.A. the return of any part of that fee paid which represents the employee's pro-rata share of expenditures by the majority representative that is either in aid of activities or cause of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the bargaining unit.

B. Amount of Fee

Notification

Prior to the beginning of each membership CALENDAR year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by non-members shall not exceed 85% of said dues, fees and assessments.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year, covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees in accordance with paragraph 2 below, the pro-rata amount of the representation fee and promptly will transmit the amount so designated to the Association. First, the Association must establish and maintain a statutory Demand and Return System, the existence and continual maintenance of which shall be certified by the Association to the Board.

2. Payroll Deduction Schedule

The Board will deduct the full or pro-rata representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin as quickly as administratively possible.

- (a) After receipt of the aforesaid list by the Board; but not sooner than 30 days following the beginning of the employee's employment.
- (b) Where the employees previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff in which event the deduction will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. **Termination of Employment**

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

D. Mechanics

- 1. Except as otherwise provided in this Article, the mechanics for the deduction of the representation fee and the transmission of such fees to the Association will be, as nearly as possible, the same as those used for deduction and transmission of the regular membership dues to the Association.
- 2. Changes in the list provided for in paragraph C.1. will be in accordance with the present Automatic Payroll Deduction of dues.

E. New Employees/Members of the Bargaining Unit

- 1. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, and dates of employment for all such employees.
- 2. The date of beginning employment will have said to begin on the effective date when the employee is placed on the payroll as the permanent employee.

F. Notice and Information

- 1. The Board shall give the Association, within 30 days of the receipt of a written claim, demand, suit, or other form of notice, where under employer will demand indemnification as hereunder provided, notice of said claim, demand, suit, or otherwise and provide to it, copies of documents evidencing the same.
- 2. The Union shall indemnify and hold harmless the employer against any and all claims related thereto, that may arise out of the inclusion of this ARTICLE in this contract, its interpretation or its administration and implementation by the union or the employee, including legal fees and the cost of defense and damages.
- 3. The Board agrees to cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense in accordance with the law, Rules of the Court and the Canon of Ethics.

Definitions

- 1. The Calendar year versus School Year - the C.E.A. operates under the Calendar year principle.

2. Clarification of the date of Permanent Employment: An employee hired in September of a given year will pay the full representation fee.
3. An employee hired in any following month will pay a pro-rata amount of the representation fee based on ten (10) monthly deductions.
4. A permanent employee is defined as someone who is issued a permanent contract.

ARTICLE XXVII - MISCELLANEOUS PROVISIONS

A. Printing Agreement

Copies of this Agreement shall be reproduced at the expense of the Board and the Association in the usual format within 30 days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereinafter employed, or considered for employment by the Board.

B. Access to Classroom and Work Stations

Employees shall have access to their classrooms or workstations a minimum of five (5) working days prior to September 1, unless repairs and renovations render accessibility to assigned rooms impractical.

C. C.E.A. Administration Committee

The parties shall establish a joint C.E.A. and Administration Committee to review and develop the strategy for maintaining and upgrading professional standards consistent with monitoring guidelines. Inasmuch as confidential information such as staff attendance may be discussed, strict compliance with all statutory and contractual protections is mandatory. All recommendations of this Committee shall be advisory only.

ARTICLE XXVIII - DURATION OF AGREEMENT

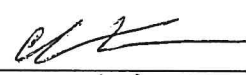
This Agreement shall be effective from July 1, 2021 through June 30, 2024 and until such time thereafter as a successor Agreement is negotiated pursuant to Article II. During the term of this Agreement and until a successor Agreement is in force, proposed new rules and modifications of existing rules governing working conditions shall be negotiated between the Board and the Association before they are established.

SIGNING OF AGREEMENT

In witness whereof the Board of Education has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, and the Collingswood Education Association has caused this Agreement to be signed by its president and secretary, all on the day and year written below.

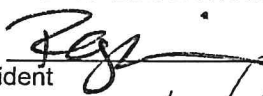
COLLINGSWOOD EDUCATION ASSOCIATION

By: Rick Pentz  Date 2/24/21
C.E.A. President

By: Charles Karns  Date 2/26/2021
C.E.A. Chief Negotiator

Robin Hogan  Date 3/1/2021
C.E.A. Chief Negotiator

COLLINGSWOOD BOARD OF EDUCATION

By: Regan Kaiden  Date 3/22/2021
C.B.O.E. President

By: Beth Ann Coleman  Date 3/2/21
Business Admin/Board Secretary

This agreement was ratified by the Collingswood Education Association on February 22, 2021 and the Collingswood Board of Education on February 22, 2021.

ARTICLE XXVIII - DURATION OF AGREEMENT

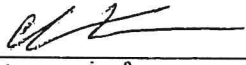
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SIGNING OF AGREEMENT

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COLLINGSWOOD EDUCATION ASSOCIATION


By: Rick Pentz  Date 2/26/21
C.E.A. President

By: Charles Karns  Date 2/26/2021
C.E.A. Chief Negotiator

Robin Hogan  Date 3/1/2021
C.E.A. Chief Negotiator

COLLINGSWOOD BOARD OF EDUCATION

By: Regan Kaiden  Date 3/22/2021
C.B.O.E. President

By: Beth Ann Coleman  Date 3/2/21
Business Admin/Board Secretary

This agreement was ratified by the Collingswood Education Association on February 22, 2021 and the Collingswood Board of Education on February 22, 2021.

Salary Guide: Certificated Staff

2021-22		BA	BA+30	MA	MA+30	PHD		
1,2	A	\$51,700	\$53,150	\$53,950	\$54,950	\$56,450		
3	B	\$52,300	\$53,750	\$54,550	\$55,550	\$57,050		
4	C	\$53,200	\$54,650	\$55,450	\$56,450	\$57,950		
5	D	\$54,000	\$55,450	\$56,250	\$57,250	\$58,750		
6	E	\$54,800	\$56,250	\$57,050	\$58,050	\$59,550		
7	F	\$55,600	\$57,050	\$57,850	\$58,850	\$60,350	Longevity	
8	G	\$56,400	\$57,850	\$58,650	\$59,650	\$61,150	10 CONSECUTIVE YEARS	\$500
9,10	H	\$59,500	\$60,950	\$61,750	\$62,750	\$64,250	20 CONSECUTIVE YEARS	\$3,000
11	I	\$62,500	\$63,950	\$64,750	\$65,750	\$67,250		
12	J	\$65,500	\$66,950	\$67,750	\$68,750	\$70,250		
13	K	\$69,300	\$70,750	\$71,550	\$72,550	\$74,050		
14	L	\$73,100	\$74,550	\$75,350	\$76,350	\$77,850		
15	M	\$76,900	\$78,350	\$79,150	\$80,150	\$81,650		
16	N	\$80,900	\$82,350	\$83,150	\$84,150	\$85,650		
17	O	\$84,700	\$86,150	\$86,950	\$87,950	\$89,450		
18+	P	\$85,500	\$86,950	\$87,750	\$88,750	\$90,250		

Salary Guide: Certificated Staff

2022-23		BA	BA+30	MA	MA+30	PHD		
1,2,3	A	\$52,400	\$53,850	\$54,650	\$55,650	\$57,150		
4	B	\$53,200	\$54,650	\$55,450	\$56,450	\$57,950		
5	C	\$54,000	\$55,450	\$56,250	\$57,250	\$58,750		
6	D	\$54,800	\$56,250	\$57,050	\$58,050	\$59,550		
7	E	\$55,800	\$57,250	\$58,050	\$59,050	\$60,550		
8	F	\$57,900	\$59,350	\$60,150	\$61,150	\$62,650	Longevity	
9	G	\$60,100	\$61,550	\$62,350	\$63,350	\$64,850	10 CONSECUTIVE YEARS	\$500
10,11	H	\$63,100	\$64,550	\$65,350	\$66,350	\$67,850	20 CONSECUTIVE YEARS	\$3,000
12	I	\$66,100	\$67,550	\$68,350	\$69,350	\$70,850		
13	J	\$69,600	\$71,050	\$71,850	\$72,850	\$74,350		
14	K	\$73,300	\$74,750	\$75,550	\$76,550	\$78,050		
15	L	\$77,100	\$78,550	\$79,350	\$80,350	\$81,850		
16	M	\$80,900	\$82,350	\$83,150	\$84,150	\$85,650		
17	N	\$84,700	\$86,150	\$86,950	\$87,950	\$89,450		
18	O	\$85,500	\$86,950	\$87,750	\$88,750	\$90,250		
19+	P	\$86,500	\$87,950	\$88,750	\$89,750	\$91,250		

Salary Guide: Certificated Staff

2023-24		BA	BA+30	MA	MA+30	PHD
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1,2,3,4	A	\$53,400	\$54,850	\$55,650	\$56,650	\$58,150
5	B	\$54,100	\$55,550	\$56,350	\$57,350	\$58,850
6	C	\$54,800	\$56,250	\$57,050	\$58,050	\$59,550
7	D	\$56,100	\$57,550	\$58,350	\$59,350	\$60,850
8	E	\$58,200	\$59,650	\$60,450	\$61,450	\$62,950
9	F	\$60,600	\$62,050	\$62,850	\$63,850	\$65,350
10	G	\$63,400	\$64,850	\$65,650	\$66,650	\$68,150
11,12	H	\$66,500	\$67,950	\$68,750	\$69,750	\$71,250
13	I	\$69,700	\$71,150	\$71,950	\$72,950	\$74,450
14	J	\$73,900	\$75,350	\$76,150	\$77,150	\$78,650
15	K	\$77,900	\$79,350	\$80,150	\$81,150	\$82,650
16	L	\$81,700	\$83,150	\$83,950	\$84,950	\$86,450
17	M	\$84,700	\$86,150	\$86,950	\$87,950	\$89,450
18	N	\$85,500	\$86,950	\$87,750	\$88,750	\$90,250
19	O	\$86,500	\$87,950	\$88,750	\$89,750	\$91,250
20+	P	\$87,600	\$89,050	\$89,850	\$90,850	\$92,350

Longevity

10 CONSECUTIVE YEARS

\$500

20 CONSECUTIVE YEARS

\$3,000

Salary Guide: Secretaries
2021-22

Years	Step	Class II	Class IV		
		Salary	Salary		
1234	A	\$29,000	\$33,500		
56	B	\$30,000	\$34,500	Longevity	
7	C	\$31,300	\$35,700	10 CONSECUTIVE YEARS	\$500
8	D	\$32,800	\$37,400	20 CONSECUTIVE YEARS	\$3,000
9	E	\$34,800	\$40,400		
10	F	\$37,400	\$43,250		
11	G	\$39,900	\$46,700		
12	H	\$42,100	\$50,000		
13+	I	\$42,500	\$50,450		

Salary Guide: Secretaries
2022-23

Years	Step	Class II	Class IV		
		Salary	Salary		
1234	A	\$30,500	\$35,200		
567	B	\$31,300	\$35,700	Longevity	
8	C	\$32,800	\$38,100	10 CONSECUTIVE YEARS	\$500
9	D	\$34,800	\$40,400	20 CONSECUTIVE YEARS	\$3,000
10	E	\$37,400	\$43,250		
11	F	\$39,900	\$47,400		
12	G	\$42,100	\$50,000		
13	H	\$42,500	\$51,000		
14+	I	\$43,000	\$51,050		

Salary Guide: Secretaries
2023-24

Years	Step	Class II	Class IV		
		Salary	Salary		
1234	A	\$31,500	\$35,700		
5678	B	\$32,800	\$38,100	Longevity	
9	C	\$34,800	\$40,600	10 CONSECUTIVE YEARS	\$500
10	D	\$37,400	\$43,250	20 CONSECUTIVE YEARS	\$3,000
11	E	\$39,900	\$47,400		
12	F	\$42,100	\$50,000		
13	G	\$42,500	\$51,000		
14	H	\$43,000	\$51,300		
15+	I	\$43,400	\$51,550		

Salary Guide: Instructional Assistants

2021-22

Years	Step	Scale		
1234	A	\$20,900		
56	B	\$21,400	Longevity	
7	C	\$21,900	10 CONSECUTIVE YEARS	\$500
8	D	\$23,500	20 CONSECUTIVE YEARS	\$3,000
9	E	\$24,900		
10	F	\$27,000		
11	G	\$30,000		
12	H	\$32,250		
13+	I	\$32,900		

Salary Guide: Instructional Assistants

2022-23

Years	Step	Scale		
1234	A	\$21,900		
567	B	\$22,400	Longevity	
8	C	\$24,000	10 CONSECUTIVE YEARS	\$500
9	D	\$25,500	20 CONSECUTIVE YEARS	\$3,000
10	E	\$27,000		
11	F	\$30,000		
12	G	\$32,250		
13	H	\$33,150		
14+	I	\$33,600		

Salary Guide: Instructional Assistants

2023-24

Years	Step	Scale		
1234	A	\$23,400		
5678	B	\$25,000	Longevity	
9	C	\$26,500	10 CONSECUTIVE YEARS	\$500
10	D	\$28,000	20 CONSECUTIVE YEARS	\$3,000
11	E	\$30,500		
12	F	\$32,750		
13	G	\$33,250		
14	H	\$33,750		
15+	I	\$34,200		

SCHEDULE S.A.1: ATHLETIC ACTIVITIES STIPENDS

	2021-2024
HEAD FOOTBALL	9,734
ASSISTANT FOOTBALL	6,270
HEAD HOCKEY	6,923
ASSISTANT HOCKEY	4,891
MIDDLE SCHOOL HOCKEY	3,790
HEAD SOCCER - BOYS	6,923
HEAD SOCCER - GIRLS	6,923
ASSISTANT SOCCER - BOYS	4,891
ASSISTANT SOCCER - GIRLS	4,891
MIDDLE SCHOOL SOCCER - BOYS	3,790
MIDDLE SCHOOL SOCCER - GIRLS	3,790
CROSS COUNTRY	5,210
CHEERLEADER - FALL	4,872
TENNIS - FALL	5,446
HEAD BASKETBALL - BOYS	8,418
HEAD BASKETBALL - GIRLS	8,418
ASSISTANT BASKETBALL - BOYS	5,581
ASSISTANT BASKETBALL - GIRLS	5,581
MIDDLE SCHOOL BASKETBALL - BOYS	3,790
MIDDLE SCHOOL BASKETBALL - GIRLS	3,790
HEAD WRESTLING	8,418
ASSISTANT WRESTLING	5,581
MIDDLE SCHOOL WRESTLING	3,790
BOWLING	5,210
INDOOR TRACK	5,347
CHEERLEADER - WINTER	4,872
HEAD BASEBALL	6,923
ASSISTANT BASEBALL	4,891
HEAD LACROSSE	6,923
ASSISTANT LACROSSE	4,891
MIDDLE SCHOOL LACROSSE	3,790
HEAD SOFTBALL	6,923
ASSISTANT SOFTBALL	4,891
HEAD TRACK - BOYS	6,923
HEAD TRACK - GIRLS	6,923
ASSISTANT TRACK - BOYS	4,891
ASSISTANT TRACK - GIRLS	4,891
MIDDLE SCHOOL TRACK	3,790
GOLF	4,372
VOLLEYBALL	6,923
TENNIS - SPRING	5,446
WEIGHTLIFTING - FALL	2,098
WEIGHTLIFTING - WINTER	2,098
WEIGHTLIFTING - SPRING	2,098
ATHLETIC TRAINER	38 2,349

The inclusion of an EDP stipend on this list, does not guarantee the position will be filled during any given year.

SCHEDULE S.N.A.1: HS NON-ATHLETIC ACTIVITIES STIPENDS

HIGH SCHOOL	2021-2024
SENIOR CLASS ADVISOR	4,436
JUNIOR CLASS ADVISOR	2,712
SOPHOMORE CLASS ADVISOR	1,873
FRESHMAN CLASS ADVISOR	1,677
HS STUDENT COUNCIL	3,746
HS STUDENT ACTIVITIES TREASURER	3,401
HS NATIONAL HONOR SOCIETY	2,072
HS NEWSPAPER	3,056
HS YEARBOOK - PRODUCTION	4,436
HS YEARBOOK - BUSINESS	2,712
DISTRIBUTIVE EDUCATION	2,021
CHORAL MUSIC	3,401
MARCHING BAND DIRECTOR	4,940
ASST. MARCHING BAND DIRECTOR	3,401
MARCHING BAND INSTRUCTOR	2,712
JAZZ BAND (INDOOR PERCUSSION)	2,021
JUNIOR CLASS PLAY	2,712
SENIOR PLAY - DIRECTOR	3,746
SENIOR PLAY - INSTRUMENTAL	2,021
SENIOR PLAY - VOCAL	1,677
SENIOR PLAY - CHOREOGRAPHER	1,179
SHOW PRODUCER	3,840
ASSISTANT DIRECTOR	2,737
VARIETY SHOW	2,072
PROPS	1,469
STAGE CREW	1,677
HS AUDIO VISUAL AIDES	2,712
HS COMMENCEMENT SPEAKERS	1,487
HS GIFTED & TALENTED ENGLISH	1,677
HS GIFTED & TALENTED MATH	1,677
HUMAN RELATIONS COMMITTEE	1,394
INTERACT CLUB	2,021
KNOWLEDGE BOWL	1,394
FRENCH CLUB	971
GERMAN CLUB	971
LATIN CLUB	971
SPANISH CLUB	971
HS PEER TUTORING	2,072
SADD ADVISOR	1,119
SAT PREP	1,332
STEPPERS CLUB	1,119
WCHS - TV ADVISOR	2,711
AM DETENTION - HS	2,930
PM DETENTION - HS	5,553
PERFORMING ARTS COORDINATOR	971

The inclusion of an EDP stipend on this list, does not guarantee the position will be filled during any given year.

SCHEDULE S.N.A.1: MS NON-ATHLETIC ACTIVITIES STIPENDS

MIDDLE SCHOOL	2021-2024
MS MUSICAL DIRECTOR	2,562
MS ASST. MUSICAL DIRECTOR	1,304
MS SOUND & STAGE	3,746
MS AUDIO VISUAL AIDES	2,712
MS STUDENT COUNCIL	2,562
MS NATIONAL HONOR SOCIETY	2,021
MS NEWSPAPER	3,056
MS YEARBOOK - ADVISOR	2,712
MS COMPUTER DROP IN	2,021
MS GIFTED & TALENTED-ENGLISH	1,677
MS GIFTED & TALENTED-MATH	1,677
LOCAL MOTION	1,332
MS MAGAZINE CAMPAIGN	1,178
MS SPEAKERS COACH	1,830
MS-PM DETENTION	5,553
MUSIC SPECIAL PROGRAM	971

ELEMENTARY SCHOOL	2021-2024
SAFETY PATROL	2,505
PEER MEDIATION	783
MUSIC SPECIAL PROGRAM	971

The inclusion of an EDP stipend on this list, does not guarantee the position will be filled during any given year.

Sample Secondary Schedule with extended block

Two-Lunch

	Day 1	Day 2	Day 3	Day 4		Day 5	Day 6
7:44a – 8:39a	1	2	3	4	7:44-9:08 ----- 9:13-10:37	1	2
8:43a – 9:38a	2	3	4	1		-----	-----
9:42a – 10:37a	3	4	1	2		3	4
(3 min) 10:40a – 11:07a	Lunch A	Lunch A	Lunch A	Lunch A		Lunch A	Lunch A
(3 min) 11:10a – 11:37a	Lunch B	Lunch B	Lunch B	Lunch B		Lunch B	Lunch B
(3 min)							
11:40a – 12:35p	5	6	7	8	11:40-1:04 ----- 1:09-2:33	5	6
12:39p – 1:34p	6	7	8	5		-----	-----
1:38p – 2:33p	7	8	5	6		7	8

*Lab science classes will meet once during every 6 day cycle during Lunch A or Lunch B

Schedule TIER

Chapter 78 Adjusted Tier (Bronze & Low Cost HMO)

Single	Adj Tier	Member/Spouse	Adj Tier	Parent/Child	Adj Tier	Family Coverage	Adj Tier
Less than \$20,000	2.00%	Less than \$25,000	1.00%	Less than \$25,000	1.00%	Less than \$25,000	1.00%
\$20,000-\$24,999	3.00%	\$25,000-\$29,999	2.00%	\$25,000-\$29,999	2.00%	\$25,000-\$29,999	2.00%
\$25,000-\$29,999	5.00%	\$30,000-\$34,999	3.50%	\$30,000-\$34,999	3.50%	\$30,000-\$34,999	2.50%
\$30,000-\$34,999	7.00%	\$35,000-\$39,999	4.00%	\$35,000-\$39,999	4.00%	\$35,000-\$39,999	3.50%
\$35,000-\$39,999	8.00%	\$40,000-\$44,999	5.00%	\$40,000-\$44,999	5.00%	\$40,000-\$44,999	4.00%
\$40,000-\$44,999	9.00%	\$45,000-\$49,999	7.00%	\$45,000-\$49,999	7.00%	\$45,000-\$49,999	6.00%
\$45,000-\$49,999	10.00%	\$50,000-\$54,999	11.00%	\$50,000-\$54,999	11.00%	\$50,000-\$54,999	9.00%
\$50,000-\$54,999	16.00%	\$55,000-\$59,999	13.00%	\$55,000-\$59,999	13.00%	\$55,000-\$59,999	10.00%
\$55,000-\$59,999	18.00%	\$60,000-\$64,999	16.00%	\$60,000-\$64,999	16.00%	\$60,000-\$64,999	13.00%
\$60,000-\$64,999	22.00%	\$65,000-\$69,999	18.00%	\$65,000-\$69,999	18.00%	\$65,000-\$69,999	15.00%
\$65,000-\$69,999	24.00%	\$70,000-\$74,999	21.00%	\$70,000-\$74,999	21.00%	\$70,000-\$74,999	17.00%
\$70,000-\$74,999	27.00%	\$75,000-\$79,999	22.00%	\$75,000-\$79,999	22.00%	\$75,000-\$79,999	18.00%
\$75,000-\$79,999	28.00%	\$80,000-\$84,999	23.00%	\$80,000-\$84,999	23.00%	\$80,000-\$84,999	19.00%
\$80,000-\$84,999	29.00%	\$85,000-\$89,999	25.00%	\$85,000-\$89,999	25.00%	\$85,000-\$89,999	21.00%
\$85,000-\$89,999	30.00%	\$90,000-\$94,999		\$90,000-\$94,999	30.00%	\$90,000-\$94,999	23.00%
\$90,000-\$94,999		\$95,000-\$99,999		\$95,000-\$99,999		\$95,000-\$99,999	24.00%
\$95,000 and over		\$100,000 and over		\$100,000 and over		\$100,000-\$109,999	27.00%
						\$110,000 and over	30.00%

