

**AGREEMENT**

between the

**WINSLOW TOWNSHIP EDUCATION ASSOCIATION**

and the

**BOARD OF EDUCATION OF WINSLOW TOWNSHIP**

**THE COUNTY OF CAMDEN, NEW JERSEY**

**2007-2010**

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**PREAMBLE**

This Agreement entered into this 30 th day of August 2007, by and between the Board of Education of Winslow Township, the City of Atco, New Jersey, hereinafter called the "Board", and the Winslow Township Education Association, hereinafter called the "Association".

**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2010.
  - 1. This Agreement shall not be extended by oral or written Agreement; and it is expressly understood that it shall expire on the date indicated.
- B. In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers, all as of the day and year first above written.

**WINSLOW TOWNSHIP  
EDUCATION ASSOCIATION**

By *Mary Natalie Grace*  
(President)

By *J. Ann Massery*  
(Secretary)

**WINSLOW TOWNSHIP  
BOARD OF EDUCATION**

By *Dorinda S. Suter*  
(President)

By *Rosanne Y. ...*  
(Secretary)

**WITNESSETH:**

Whereas, The Board and the Association recognize and declare that providing a quality education for the children of the Winslow Township School District is their mutual aim and that the character of such education depends in part upon the quality and morale of the teaching service, and

Whereas, The members of the teaching profession are qualified to be consulted concerning the formulation of policies and programs designed to improve educational standards, and

**Whereas,** The Board has an obligation, pursuant to Chapter 123, Public Laws, 1974, to negotiate with the Association as the representative of unit members hereinafter designated with respect to the terms and conditions of employment, and

**Whereas,** The Winslow Township Board of Education is committed to ensuring that our schools are safe and secure for children and staff. The District will develop and maintain a safety and security management plan and provide for a means of communication to inform students, staff and parents about safety and security matters, and

**Whereas,** The parties have reached certain understandings which they desire to confirm in this Agreement,

**Therefore,** In consideration of the following mutual covenants, it is hereby agreed as follows:

**MISCELLANEOUS PROVISIONS**

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement 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 in full force and effect.
- C. Any individual contract between the Board and an individual, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of unit members or in the application or administration of this Agreement on the basis of race, creed, religion, national origin, gender, domicile, marital status, age or handicapped status as per Statutory Requirements.
- E. Copies of this Agreement shall be printed and the expense shared equally by the Board and the Association within thirty (30) days, unless an extension is mutually

agreed upon, after the Agreement is signed and presented to all unit members now employed or when a contract is offered.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following:

1. If by the Association, to the Board at:  
Secretary  
Board of Education of Winslow Township  
30 Coopers Folly Road  
Atco, New Jersey 08004
  
2. If by the Board, to the Association at:  
Association President  
Winslow Township Education Association  
24 North Route #73  
Suite 103, P.O. Box 328  
Cedar Brook, NJ 08018-0328  
or  
Association Grievance Representative  
Winslow Township Education Association  
24 North Route #73  
Suite 103, P.O. Box 328  
Cedar Brook, NJ 08018-0328

### RECOGNITION

A. The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel under contract including those on leave. The following personnel are excluded: all administrative and supervisory personnel, superintendent's and assistant superintendent's secretaries, business office support staff (accounting, payroll, benefits), human resources support staff, residency officer and all employees who are eligible for membership in WTPO. Also excluded are the substitute caller(s), substitutes, occupational and physical therapists and community and recreational personnel.

1. Unless otherwise indicated, the term "unit member" when used in this Agreement shall refer to all employees represented by the Association in the negotiating unit as defined above.

2. The term "teacher" when used herein expressly excludes teacher assistants.
- B. The parties agree and understand that the position of teacher assistant does not carry with it the requirement for a teacher certificate; and therefore, teacher assistants are not considered teachers within the meaning of the Statutes (18A).
- C. The Association hereby recognizes that the Board reserves for itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations and subject to the provisions of this Agreement:
1. To direct unit members of the district;
  2. To hire, promote, transfer, assign and retain unit members in positions within the district and to suspend, demote, discharge or take other disciplinary actions against unit members;
  3. To release unit members from duties because of a lack of work or other legitimate reasons;
  4. To maintain the efficiency of the district operations entrusted to them;
  5. To determine the methods, means and personnel by which such operations are to be conducted;
  6. To take whatever actions might be necessary to carry out the goals of the school district in situations of emergency.
- D. The term "Support Staff" refers to the following non-certificated staff:
- Teacher Assistants , District Delivery Mailperson, Community Liaison Officer, Hall Monitors, Clerical Assistants, Central Office Secretaries, Principals' Secretaries, Medical Assistants, District Electrician, Plumber, Carpenter, Maintenance /Grounds, Custodians, Cleaners, Receptionist, Maintenance Helper, Mechanic and Bus Drivers.



## **SECTION A**

**Provisions in this section of the contract pertain to all unit members.**

### **ARTICLE I**

#### **NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34:13A-1, in a good-faith effort to reach agreement concerning the terms and conditions of unit members' employment.
1. Such negotiations shall begin not later than November 1<sup>st</sup> of the calendar year preceding the calendar year in which this Agreement expires, when each party will submit its written proposal for the next Agreement. This exchange will constitute the beginning of negotiations. Formal discussions shall begin not later than January 15<sup>th</sup>.
  2. Any Agreement so negotiated shall apply to all unit members covered by this Agreement, shall be reduced to writing, shall be subject to ratification by the Association and the Board, and shall be executed by the Board and the Association.
- B. Either party retains the right to professional or lay counsel to be present at the session(s) to take part in the deliberations. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the unit members involved are free from assigned instructional responsibilities, unless otherwise agreed.
- C. During negotiations, the Board and the Association shall present data, exchange points of view, and make proposals and counterproposals. The Board agrees, subject to reasonable request, to provide the Association with information which is in the public domain.
- D. The Board agrees not to negotiate concerning said unit members in the negotiating unit, as defined in the Recognition Section of this Agreement, with any unit member organization other than the Association for the duration of this Agreement.
- E. Proposed new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the majority representative before they are implemented.
- F. Except as this Agreement shall otherwise contain, established past practices under this contract providing benefits shall continue in effect during the term of this Agreement.

- G. Should a mutually perceived problem arise requiring a negotiated change or alteration in the contractual provisions, then a mutually acceptable amendment to the Agreement shall be negotiated by the parties; it shall be reduced to writing, shall be signed by the Board and the Association, and shall be adopted by the Board and ratified by the Association.
- H. This Agreement incorporates the entire understanding of the parties and shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. Definition

A "grievance" shall mean a complaint by a unit member of the bargaining unit that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of an established policy governing unit members. A grievance to be considered under this procedure must be initiated by the unit member or Association within thirty (30) calendar days of its occurrence. Failure at any step to appeal a grievance within the specified time limits shall be deemed waiver of further appeal of this decision. Failure by the Board at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the Association to proceed to the next step.

#### B. Representation

1. Any unit member may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by the Association or by a representative selected or approved by the Association.
2. When an aggrieved unit member is not represented by the Association in the processing of a grievance, the Association shall be notified by the Superintendent that the grievance is in existence and shall be notified of the result.

#### C. Procedure

##### 1. Level I - Informal Discussion

Any unit member who has a grievance shall discuss it informally and confidentially with the school principal (or immediate superior or

department head, if applicable) in an attempt to resolve the matter informally at that level.

2. Level II - Written Response

- a. If, as a result of the discussion, the matter remains unresolved, the Association shall, within ten (10) school days, submit the grievance, in writing, to the principal/immediate supervisor specifying:
  - 1) the nature of the grievance
  - 2) the nature and extent of the injury, loss or inconvenience
  - 3) the results of previous discussions
  - 4) the Association's dissatisfaction with decisions previously rendered
- b. The principal/immediate supervisor shall communicate a decision to the unit member or Association, in writing, within five (5) school days of receipt of the written grievance.

3. Level III - Appeal to Superintendent

- a. Within five (5) school days, after receipt of the decision, the unit member or Association may appeal the principal's/immediate supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal/immediate supervisor as specified above and the dissatisfaction with the decision(s) previously rendered.
- b. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision, in writing, to the unit member and to the Association.

4. Level IV - Board Hearing

- a. If the grievance is not resolved to the unit member's or Association's satisfaction, the Association may request a review by the Board of Education. The request shall be submitted within ten (10) school days after receipt of the Superintendent's decision.
- b. The Board, or a committee thereof, shall review the grievance and may, at the option of the Board, hold a hearing with the unit member or Association. A decision, in writing, will be rendered within thirty (30) calendar days of receipt of the grievance by the

Board or of the date of the hearing with the unit member or Association, whichever comes later.

- c. The Superintendent of Schools shall attach all related papers and forward the request to the Board of Education.

5. Level V - Request for Arbitration

If the unit member or Association is dissatisfied with the decision of the Board of Education, the Association may request the appointment of an arbitrator; however, the decision of the Board of Education is final and binding concerning grievances as follows:

- a. any matter for which a method of review is prescribed by law
- b. any rule or regulation of the State Commissioner of Education
- c. any by-law, rule, regulation and/or policy of the Board of Education
- d. any matter which according to law is either beyond the scope of the Board's authority or limited to unilateral action by the Board alone
- e. a complaint of a non-tenured teacher which arises by reasons of his/her not being re-employed
- f. a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required

6. Procedures for securing the services of an arbitrator:

- a. A request shall be made to the American Arbitration Association or Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The request for arbitration shall be made by the Association within forty (40) calendar days of when the Board received the grievance or within forty (40) calendar days following the Board hearing, if any, whichever occurs later.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that the American Arbitration Association or Public Employment Relations Commission submit a second roster of names.

- c. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association or Public Employment Relations Commission may be requested, by either party, to designate an arbitrator.
- d. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement, the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitration hearing.

D. Costs

- 1. Each party will bear the total cost incurred by themselves.
  - 2. The fees and expenses of the arbitrator shall be shared by the Board and the Association.
  - 3. If time is lost by any unit member due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the unit member must either be without pay or charged to personal time. However, if the arbitrator rules in favor of the unit member and directs that pay or personal time be restored wholly or in part, the Board shall comply accordingly.
- E. No unit member, Association representative, Board member, member of the Administration, witness or any other participant in a grievance procedure shall suffer reprisals in any way or suffer any professional disadvantage by reason of participation in the processing of any grievance.

**ARTICLE III**

**COMPLAINT PROCEDURE**

- A. Statement of Purpose:
- 1. To provide procedures for the investigation of a complaint involving pupil and unit member or parent and unit member.
  - 2. The Principal, Superintendent or the Board of Education shall inform the complaining party that there is a procedure that has been established for

the resolving of complaints and shall encourage the utilization of said procedure. The complaint procedure will be disseminated annually to all custodial parents or guardians. Distribution will be in accordance with the direction of the Administration.

**B. Procedural Steps:**

1. Unit member and pupil or unit member and parent may confer at this step to attempt to resolve any and all complaints. Any unresolved complaints will then be processed to Step 2.
2. Upon request, unit members are entitled to Association representation at all meetings throughout this process. Any complaint unresolved under Step 1 will be reviewed by the building Principal or Assistant Principal in an attempt to resolve the matter to the satisfaction of all parties concerned. If the matter still remains unresolved, it will then be processed to Step 3.
3. Any complaint not resolved at Step 2, submitted by the complainant to the building Principal, shall be forwarded to the Superintendent and a copy forwarded also to the unit member or unit members involved.
4. Upon receipt of the written complaint, the Superintendent will confer with all parties. The unit member has the right to be present at all meetings of the Superintendent and the complainant. This right includes representation by any representative of the unit member's choosing at any meetings with the Superintendent or at any meetings between the Superintendent and the complainant.
5. If the Superintendent is unable to resolve this complaint to the satisfaction of all parties concerned, he/she shall forward the results of his/her investigation, along with his/her recommendations, in writing, to the Board of Education and forward copies to all parties concerned.
6. After receipt of the Superintendent's findings and recommendations, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board of Education and show cause why the Superintendent's recommendations should not be followed. All parties shall have the right of representation by any representative of the parties' choosing.
7. Copies of the action taken by the Board of Education shall be forwarded to all parties.

- C.** In the event that a complainant refuses to utilize the above complaint procedure, the Board shall not hear the complaint.

## ARTICLE IV

### ASSOCIATION PRIVILEGES

- A. The Association may, upon request to and approval by the building Principal or his/her designee, have the privilege to use school equipment, typewriters, copiers, computer equipment, calculating machines and all types of audiovisual equipment, at reasonable times, when such equipment is not otherwise in use. Such office equipment shall remain in its fixed and permanent position. Permission will not be withheld unreasonably. All supplies and materials are to be charged to the Association at the cost to the Board.
- B. The Association shall have the privilege to use the inter-school mail facilities and school mail boxes as it deems necessary. Inter-school mail facilities shall be used in accordance with postal regulations.
- C. Officers, members of the Executive Committee and building representatives of the Association, representatives of the County Association, the New Jersey Education Association and the National Educational Association shall be permitted to transact official business on school property at all reasonable times provided that there is advanced notification to the building Principal.
1. Reasonable times shall be defined as when personnel are not assigned to regular or emergency school duties.
  2. All Association visitors shall report to the office upon arrival to the building.
  3. The Board agrees that the Association President shall be guaranteed duty-free release time as current to conduct Association related business as per the current practice in each year of the Agreement. The Association is responsible for fifty percent (50%) of the President's salary and health benefits.
  4. One (1) Head Representative in the High School and one (1) Head Representative in the Middle School will not be assigned a duty period; however, the Principal will retain the right to assign duties as required in an emergency. The activities of the Association shall in no way interrupt or interfere with the operations of the school. Reasonable times shall be defined as when personnel are not assigned to regular or emergency school duties.
  5. The Association Treasurer will be given two (2) release days per year to meet with the auditor and to conduct other related Association business.

- D. The Association and its representatives shall have the privilege to use school buildings as long as administrative permission has been granted in accordance with Board policy. The Principal of the building in question shall be notified one (1) day in advance of the time and place of all such meetings. Approval shall be required within the framework of building availability.
- E. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge, work area and unit member's dining room provided that the facilities are not used for classrooms.
  - 1. The location of Association bulletin boards in each room shall be designated by the Association and the Administration.
  - 2. Copies of all materials shall be given to the Principal at the time of posting. The Principal has the right to remove any material deemed inappropriate for the school setting.
- F. The Association shall be entitled to nine (9) Association days per school year, with full pay, for support personnel to attend the NJEA Convention. One (1) day shall be allotted to each building for use by one (1) unit member. The Association shall notify the Board of the names of those attending the convention ten (10) days prior to the convention.
- G. The Board of Education shall notify the Association before any reduction in force is implemented.

## ARTICLE V

### REPRESENTATION FEE

#### A. Purpose of Fee

If a unit member 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 unit member will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the unit member's per capita cost of services rendered by the Association as majority representative. Any public unit member who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under the proceedings established and maintained in accordance with the provisions of Chapter 477 P.L. 1979, N.J.S.A., "a return of any part of that fee paid by him/her which represents the unit member's additional pro-rata share of expenditures by the majority representative that is either in aid of activities or causes 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 majority representative.”

B. Notification of Fee

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fee and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by non-members shall be determined by Statute.

C. Deduction and Transmission of Fee

1. Notification

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

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C, paragraph 1 the full amount of the yearly representation fee in equal installments beginning with the first (1<sup>st</sup>) paycheck in February and will promptly transmit this fee to NJEA.

3. Termination of Employment

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

D. Mechanics

1. Except as otherwise provided in this Article, the mechanics for the deduction of representation fee and the transmission of such fees to the Association will, as nearly as possible, be 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 Automated Payroll Deduction dues deduction procedures.

E. New Unit Members

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 unit members who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such unit members.
2. The date of employment will have said to begun when the unit member is placed on the payroll and not the date when the Board approves his/her employment.

F. Liability

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

1. The Board gives the Association thirty (30) days' notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.
2. If the Association so requests, in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

## ARTICLE VI

### UNIT MEMBER RIGHTS

- A. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of unit members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, gender, domicile, marital status, age or handicapped status as per Statutory Requirements.
- B. Pursuant to existing laws, the Board agrees that unit members shall have the right to organize and support the Association and its designated affiliates or refrain there from. The Board agrees that it shall not deprive or coerce any unit member in the enjoyment of any rights confirmed by existing laws of the State of New

- Jersey, and the Board further agrees that it shall not discriminate against any unit member because of membership in the Association. No unit member shall be disciplined, reprimanded or reduced in rank or compensation without just cause.
- C. The Board agrees that no unit member shall be prevented from wearing pins or identification of membership in the Association or its affiliates.
  - D. Whenever a unit member is required to appear before the Board or any agent thereof concerning any matter which could adversely affect that unit member's position, employment, salary or any increments pertaining thereto, then the unit member shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to give advice and representation during such meeting or interview.
    - 1. Every unit member shall be notified of meetings and/or conferences with the Administration, and the subject of the meetings shall be clearly stated.
    - 2. Said meetings shall be held at a mutually agreed upon time whenever possible.
  - E. Any material that is to be placed in the employee's file shall be signed for acknowledgement purposes by the employee before it is placed into the file. Such acknowledgement shall not indicate agreement to the contents of the material, only that the employee has seen the material. If unsigned, a period of seven (7) workdays will be granted before it is placed into the file. Official Board records such as attendance sheets or leave of absence forms do not require an employee's signature.
  - F. All unit members shall have the right to periodically review their personnel files, as maintained by the Board, provided they give two (2) working days' notice to the Superintendent. The Board agrees to make copies of all files pertaining to the individual available, upon request, provided that five (5) working days' notice has occurred with the exception of Employer's Confidential Reports. (These are comments made by former employers which cannot be made available without the former employer's consent.) The Board further agrees to maintain only one (1) official personnel file for each unit member and to make that file available upon request.
  - G. No unit member shall be disciplined or reprimanded in front of students or other uninvolved unit members. Any question or criticism by a supervisor, administrator or Board member of any employee or an employee's performance or any question or criticism by any employee of a supervisor, administrator, or Board member shall be made in confidence and not in the presence of students, parents or at public gatherings, except those acts which must be taken by law at a public meeting. It is understood that this provision does not limit Free Speech rights as provided by The Constitution of the United States.

## ARTICLE VII

### PROTECTION OF UNIT MEMBERS AND THEIR PROPERTY

- A. Unit members shall immediately report cases of assault or stolen property suffered by them in connection with their employment to the principal or their immediate supervisor. This should be done on the appropriate forms.
- B. The Board shall reimburse any unit member for the reasonable cost (not to exceed \$150) of any clothing or personal property torn or damaged as a result of restraining students in the discharge of his/her duties within the scope of employment.
- C. No unit member shall be required to transport students.
- D. Assistance in Assault
  - 1. The Board shall provide legal counsel and assistance in accordance with N.J.S.A. 18A: 16-6.1.
  - 2. Time required for appearance in any criminal aspect of a legal proceeding connected with an assault on an employee sustained in the course of employment shall be granted as leave and shall not be deducted from sick or other days. If an employee is charged with assault and found guilty, the employee shall not be granted paid leave for any legal proceedings necessitating absence from his/her duties.
  - 3. If an employee is absent from duty as a result of a personal injury incurred due to an assault upon him/her while in the performance of assigned duties, the unit member shall submit a Workers' Compensation claim under the Board's policy.
  - 4. An employee who is charged with assault by a student, and who is found not guilty thereof, shall be entitled to an expungement of the arrest record which expungement shall be obtained by and through the Board of Education.

## ARTICLE VIII

### PERSONAL FREEDOM

- A. The personal life of a unit member is only an appropriate concern of the Board when it prevents the unit member from performing his/her assigned functions during the workday.
- B. Unit members shall be entitled to full rights of citizenship, and no religious or political activities of any unit member, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such unit member providing such activities do not violate any local, state or federal laws.

## ARTICLE IX

### SICK LEAVE

- A. All persons holding any office, position, or employment in all school districts, regional school districts, or county vocational schools of the State who are steadily employed by the Board or who are protected in their office, position, or employment under the provisions of Sections 18A:30-2 to 18A:30-7 of the Revised Statutes or under any other applicable law shall be allowed sick leave, with full pay, for a minimum of eleven (11) school days in any school year. Unit members hired after February 8, 2000 will receive 10 sick days. Sick leave not utilized that year shall be accumulative to be used as additional sick leave days as needed in subsequent years. Sick leave days shall be compensated and used as accrued: full days for full days and partial days for partial days.
- B. Eleven (11) month unit members shall be allowed twelve (12) sick leave days per year. Twelve (12) month unit members shall be allowed thirteen (13) sick leave days per year. Eleven (11) month unit members hired after 2/8/00 will receive eleven (11) sick leave days per year. Twelve (12) month unit members hired after 2/8/00 will receive twelve (12) sick leave days per year.
- C. The need for the presentation of a medical certificate, after sick leave, shall be at the discretion of the Superintendent or Principal.
- D. All unit members may transfer a maximum of ten (10) unused sick leave days from a previous school district of employment if the amount is certified by the Superintendent of Schools or the Secretary of the Board of Education. These ten (10) days will be available for use by the employee after the employee has been under contract for ninety (90) days.

E. A Sick Leave Bank has been established to provide compensable leave coverage to bargaining unit members who are absent for an extended period due to catastrophic illness or injury. This Bank shall operate in accordance with the following rules and regulations.

1. A unit member may participate in the Sick Bank if he/she has given written notice of his/her desire to donate a minimum of one (1) sick or personal day during an enrollment period prior to the unit member's request to utilize the Sick Bank. Each year, the enrollment period shall be from June 1<sup>st</sup> to June 30<sup>th</sup>. The contributed sick day(s) will be deducted from the employee's accumulated sick leave days on July 1<sup>st</sup>.
2. Unit member contributions shall be voluntary.
3. The Sick Leave Bank shall be available only to those unit members who have:
  - a) exhausted all of their earned and accumulated leave time (i.e. vacation, sick, personal)
  - b) been absent a minimum of sixty (60) consecutive workdays
4. A unit member who is eligible to utilize the Sick Bank must submit a written request to do so to the Superintendent or his/her designee. The request shall outline the nature of the problem and the reason(s) for the requested use of the Sick Bank and shall include medical verification of illness, injury or disability. Verification of continued disability will be required at reasonable intervals. The Board reserves the right to have the unit member examined by medical personnel of its choice.
5. A unit member's use of the Sick Bank shall be subject to the approval of the Board or its designee.
6. A unit member shall be limited to no more than one hundred fifty (150) Sick Bank days in a three (3) year period.
7. Sick Leave Bank days cannot be extended automatically from one (1) work year to another. However, in the event any unit member using the Sick Leave Bank at the end of the work year is still unable to return to work at the beginning of the next work year, that member must first (1<sup>st</sup>) use all of his/her new entitlements (sick days, personal days, vacation days, etc.) for that new year before he/she is approved to continue Sick Leave Bank use. The minimum and maximum numbers of days' limits still apply.

F. Unused sick leave shall be compensated at forty-five (45) percent of the daily rate (daily rate equals 1/200 for ten (10) month unit members and 1/240 for twelve

(12) month unit members) up to a maximum of one hundred five (105) days. provided that the unit member retires in accordance with the regulations of the T.P.A.F. or P.E.R.S. and has completed fifteen years in the pension fund. In the event of death, the monies will be paid to the named beneficiary. In order to receive this benefit on the July 1<sup>st</sup> following the retirement, the unit member must notify the Board of his/her intention to retire by December 1<sup>st</sup>. Failure to notify the Board by December 1<sup>st</sup> may result in a one (1) year delay in the payment. The only exception to this rule would be unforeseen illness that necessitated retirement, in which case payment will be made on July 15<sup>th</sup> of the next fiscal year.

## ARTICLE X

### PERSONAL LEAVE

- A. Every unit member shall be granted personal leave of no more than three (3) days per year, without deduction, for urgent personal reasons provided that such leave be requested and approved by the Superintendent or his/her designee at least twenty-four (24) hours in advance of the time for which the leave is requested, except in cases of extreme emergency.
  - 1. Unused personal leave days shall accumulate as sick leave days.
  - 2. Personal days may not be used before or after the NJEA Convention. The restrictions will apply except in extenuating circumstances and/or with the approval of the Superintendent.
- B. Every unit member shall be granted bereavement leave, without deduction, of up to five (5) days in the case of a death within the immediate family (father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law and any household member) and one (1) day in the case of other close relatives. The Superintendent or designee may ask for a letter of explanation of the deceased's relationship to the unit member upon the unit member's return.
- C. Any unit member serving on a jury shall receive full pay for such time he/she is required to serve on such jury less the amount paid for the jury service.
- D. Personal leave shall be granted to part-time unit members in proportion to their period of employment. Part time employees who work less than five (5) days per week shall receive personal leave days prorated by the number of days worked.
- E. Personal days shall be used or credited as accrued: full days for full days and hourly if accrued on a part-time basis.

## ARTICLE XI

### LEAVES OF ABSENCE

- A. A leave of absence, without pay, for one or two full school years shall be granted to any unit members who join the Peace Corps., VISTA, National Teacher Corps, or serve as exchange teachers or overseas teachers and are full-time participants in either of such programs or accept a Fulbright Scholarship. Applicants shall submit requests, in writing, sixty (60) days in advance.
- B. Any unit member under contract with the Board in military service of his/her country shall be placed upon military leave of absence in accordance with the Statutes of the State of New Jersey (Section 18A:6-33) and the ruling of the Attorney General for such time as the unit member shall remain in military service. The unit member shall, upon written application, be entitled to re-employment in the original or similar position together with the necessary salary adjustment to which he/she is entitled by virtue of his/her combination of military service and teaching experience provided, if applicable:
1. the unit member makes such application for re-employment within ninety (90) days after release from the military service;
  2. the separation from military service shall be any type other than dishonorable;
  3. that in the computation of salary benefits, the unit member shall be entitled to increments based upon either his/her military service or the crediting of such service but in no circumstance to be granted double increments for the same period of time.
  4. Further, that at the time of applying for reinstatement, the unit member provides acceptable proof of his/her military service and of his/her type of separation as required by the Statutes of the State of New Jersey (Section 18A:6-33) and the interpretations thereof by the Attorney General. During the period of such military service, the Board shall pay for the unit member his/her pension annuity contribution in accordance with legal requirements which shall be adjusted annually in accordance with the automatic increments of the particular salary schedule then in full force and effect. Nothing contained above shall in any way be construed as to prevent the Board from considering the needs of the district at the time the unit member applies for reinstatement or to require the Board to re-employ a unit member returning from military leave when the circumstances have dictated a reduction in force and all remaining unit members have seniority due to tenure. In such instances, the particular unit member shall be placed on a waiting list in accordance with his/her rank. Time spent by a unit member in military service may count toward salary and toward



meeting the requirements for permanent certification but shall not count as time credited toward tenure. Time spent by a unit member in military service may count toward salary.

- C. The Board agrees that one (1) employee designated by the Association shall, upon request, be granted a leave of absence, without pay, for up to two (2) years for the purpose of engaging in activities of the Association.
- D. A leave of absence, without pay, for up to two (2) years may be granted for the purpose of caring for a sick member of the unit member's immediate family or a member of the household for whom the unit member is legally receiving an income tax deduction.
- E. All benefits to which a unit member was entitled at the time that his/her leave of absence commenced, including unused accumulated sick leave eligibility, shall be restored to him/her upon his/her return; and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- F. All applications for extensions or renewals of leaves of absence less than the maximum provided in the leave policy shall be applied for, in writing, and a decision shall be rendered in writing. Additional leave may be granted at the discretion of the Board.
- G. Disability Leaves
  - 1. A unit member who anticipates a disability shall notify his/her immediate supervisor, in writing, of the anticipated commencement of the disability as soon as the unit member knows of it. All benefits to which a unit member was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored upon return; and every effort shall be made to assign the unit member to the same position which was held at the time said leave commenced, if available.
  - 2. In the case of pregnancy, the unit member shall inform her supervisor of the anticipated delivery date.
    - a. No later than sixty (60) calendar days prior to the anticipated delivery date, the unit member shall request a leave of absence while she is disabled for which accumulated sick leave may be utilized.
    - b. Unless a medical certificate is provided to the contrary, it shall be presumed that the pregnant unit member's period of disability shall commence thirty (30) calendar days prior to the delivery of her

child(ren) and terminate thirty (30) calendar days subsequent to the delivery of said child(ren).

- c. When this occurs, a unit member who is placed on disability leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated Agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits. Whenever possible, the Board will permit the immediate return of a unit member whose disability terminates within forty-five (45) calendar days of delivery. In the alternative, the only time a unit member may return to work, if not within forty-five (45) calendar days of said delivery, shall be on the commencement day of each marking period of a school year.
- d. Following the grant of such leave to any unit member, the commencement and termination dates thereof may be further extended or reduced, for medical reasons, upon application by the unit member to the Board.
- e. It is the intent of the Board and the Association to abide by all Federal and State Statutes, and Federal and State judicial decisions as they may pertain to the unalterable rights of either the unit member or the employer.

#### H. Child Care Leaves

- 1. A leave of absence, without pay, for up to one (1) year shall be granted for child rearing for all unit members under the negotiated Agreement. Leave granted for child care leave shall be charged against the unit member's entitlement, if any, under the New Jersey Family Leave Act or the Federal Family and Federal Medical Leave Acts, whichever is applicable.
  - a. A unit member granted such a leave shall return to his/her teaching position at the commencement of any marking period.
  - b. Any unit member whose normal work year commencement day would be prior to the commencement of the first marking period shall return by his/her normal commencement date or by the commencement of a marking period.
  - c. All leaves granted to non-tenured teachers shall terminate at the end of the school year in which they began. The granting of such leaves to non-tenured teachers does not obligate the Board to continue the employment of these teachers for the following school year.

- d. Notwithstanding the above, a unit member may return to work immediately upon completion of a leave of absence taken pursuant to the Federal or State Family Leave Acts.
  2. A unit member desiring an unpaid child care leave shall apply no less than sixty (60) calendar days before the anticipated date for commencing child care leave.
  3. If a ten (10) month unit member has been employed for part of the school year, an increment of service shall not be granted unless the unit member has been under contract with the Board of Education of Winslow Township for at least ninety-three (93) days. A unit member who has completed two (2) marking periods is also eligible for an increment. If a twelve (12) month unit member has been employed for part of the school year, an increment of service shall not be granted unless the unit member has been under contract with the Board of Education of Winslow Township for at least one hundred twenty-one (121) days.
  4. A unit member on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits, except as statutorily required.
  5. A unit member on an unpaid leave of absence must notify the Superintendent by March 1<sup>st</sup> of his/her intention to return to work or extend his/her leave, if eligible. If the employee fails to notify the Superintendent, in writing, by March 1<sup>st</sup> of his/her intent, the Superintendent will notify the employee and the Association that a decision, in writing, must be forwarded to the Superintendent by April 15<sup>th</sup> to eliminate the possibility of a loss in job status.
- I. The Board of Education, at its option, may grant a leave of absence, with or without pay, upon application by the employee. The decision to grant or not to grant leave shall not be precedent setting.

## ARTICLE XII

### EMPLOYMENT AND REDUCTION IN FORCE

- A. Each Winslow Township unit member shall continue to be placed on the entitled step of the salary scale, except when an increment is withheld, in accordance with N.J.S.A. Title 18A.
- B. If a ten (10) month unit member has been employed for part of the school year, an increment of service shall not be granted unless the unit member has been under contract with the Board of Education of Winslow Township for at least ninety-

three (93) days. A unit member who has completed two (2) marking periods is also eligible for an increment. If a twelve (12) month unit member has been employed for part of the school year, an increment of service shall not be granted unless the unit member has been under contract with the Board of Education of Winslow Township for at least one hundred twenty-one (121) days.

C. The Superintendent shall inform the President of the Association of a possible reduction in force in a timely manner prior to any individual personnel recommendation being presented for action by the Board.

1. Unit members having the least length of service within the job classification affected shall be the first reduced in rank or laid off.
2. The Association shall be provided a list of the names and job classifications of laid-off employees.

D. In the event a reduction in force for a non-certificated unit member becomes necessary, such reduction shall be made according to the following guidelines:

1. Length of service within the job description
2. Additional training and/or licensure
3. Length of service in the district

If a recall of effected staff becomes possible, the recall will be in order of seniority. If there are non-certificated unit members with the same date of hire, the following procedure will determine the order of recall:

1. Length of service within the job category/description
2. Additional training and/or licensure

E. The procedure for recall will be as follows:

1. Notice of recall to work shall be addressed to the employee's last known address appearing on the records of the school district, by certified mail, return receipt requested. Within ten (10) working days from receipt of such notice of recall, the employee shall notify the Board of Education, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply, or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall.
2. In the event of a medical contingency, the member's status will be maintained until the member is medically cleared to return to work. Proof

of medical certification shall be the responsibility of the member. The member will be offered the next available position.

3. An individual may accept a position with the District that is not in the original job description/category without adversely affecting his/her status on the original recall list.
4. Seniority shall not be accumulated during the period of layoff. Upon recall, non-certificated employees shall have their accumulated seniority restored to the date of layoff.
5. Recalled employees shall have all benefits restored to the level prior to their layoff, including but not limited to vacation eligibility, step on guide, etc.

F. Privatization/Subcontracting

In the event of privatization of any employee category, the Board shall implement and abide by the following procedures:

1. The Board agrees that the privatization of any employee category shall not occur until the next school year in which formal action is taken (e.g., If the formal vote is taken in school year 2006/2007, the implementation could not occur until school year 2007/2008.)
2. The Board agrees to form a joint Review Committee composed of representatives of Administration and the Association representing the employee category. This committee shall discuss the matter of privatization fully, including the proposed implementation plan. The Board agrees that this joint committee shall be formed no later than ninety (90) days prior to the end of the school year in which the board has taken formal action (e.g., If the Board takes formal action in school year 2006/2007, the Joint Review Committee should form before April 1, 2007.)
3. The Board agrees to include in its Request for Proposal (RFP) or bid specifications the following stipulations:
  - a. A requirement that all effected Board employees may, at their option, become employees of the entity providing the privatized services.
  - b. A requirement that job specifications are equivalent to those existing within the school district.

## ARTICLE XIII

### VOLUNTARY TRANSFERS, REASSIGNMENTS AND PROMOTIONS

- A. Voluntary transfers, reassignments and promotions
1. No later than May 15<sup>th</sup> of each school year, the Superintendent shall deliver to the Association a list of the known vacancies and new positions including location, grade level(s) and subject(s) which shall occur for the following school year.
  2. Upon the Board determining that a vacancy exists, all vacancies due to death, retirement, discharge, resignation or by the creating of new positions shall be filled pursuant to Article XIII, Section B, paragraphs 1, 2, 3, 4 and 5.
  3. Unit members 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 no later than June 1<sup>st</sup>. Such statement shall include the position to which the unit member desires to be assigned, the school or schools to which he/she desires to be transferred, day/evening assignment or desired bus run(s). A new request must be submitted yearly.
- B. All vacancies in administrative or supervisory positions, promotional in nature, caused by death, retirement, discharge, resignation or by the creating of new positions, shall be filled pursuant to the following procedure:
1. Such vacancies shall be adequately publicized, including a posting notice in every school as far in advance of the date of filling such vacancy as possible (ordinarily at least thirty (30) days in advance and in no event less than seven (7) days in advance). The Association will receive a copy of the notice at the time of the posting.
    - a. Said notice of vacancy shall clearly set forth the qualifications for the position.
    - b. In addition, the Superintendent may concurrently publicize the position outside the school district.
    - c. Vacancies which arise during summer recess shall be posted in the district administrative office of the Board, on the district website and in each school.
    - d. Staff members who wish to be considered for a promotion to a position which may develop during the summer must submit a letter each year, by June 1<sup>st</sup>, to the Superintendent notifying him/her of their desire. Should an opening occur for which a staff member is qualified, a registered letter will be sent to the address

that he/she designates as his/her summer address. The staff member must reply within ten (10) days of receiving the certified letter delivered to the addressee only. On September 1<sup>st</sup>, the Superintendent may destroy all letters.

2. Vacancies shall be filled on the basis of fitness for the vacancy as determined by the Superintendent with the approval of the Board of Education. Consideration and interviews will be given to qualified applicants within the school district. No candidate will be hired until after the expiration of the final date of the posting period.
3. Qualified persons who desire to apply for such vacancies shall file their applications, in writing, with the Office of Human Resources within the time limit specified in the notice.
4. Promotional positions are defined as positions paying a salary differential and positions on the administrative-supervisory level including, but not limited to, positions such as:
  1. Superintendent
  2. Assistant Superintendent
  3. Business Administrator
  4. Director (Basic Skills, Guidance, Athletic, etc.)
  5. Supervisor
  6. Coordinator
  7. Principal
  8. Assistant Principal
  9. Administrative Assistant
  10. Certified Facilities Manager
  11. Department Chairperson
  12. Content Area Coach
  13. Team Leader
  14. Head Teacher
  15. Teacher
5. All recommendations for employment must be made by the Superintendent of Schools.

## **ARTICLE XIV**

### **FACILITIES**

- A. When practical, each school shall have the following facilities:
1. An appropriately furnished room which shall be reserved for the exclusive use of unit members and other adults as a lounge and dining area. The adults shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge.
  2. Well lighted and clean unit member rest rooms, separate for each gender, and separate from the students' rest rooms
  3. Free and adequate off-street parking facilities, properly maintained
  4. Suitable closet space for each unit member to store coats, overshoes and personal articles
- B. Upon the request of the Association, permission may be granted by the Board to install vending machines in the lounges. The Association will be responsible for the maintenance of the machines both physically and financially.
- C. The district-wide WTEA health and safety committee shall meet with the Superintendent (or designee) and the Director of Facilities in an effort to resolve problems or address areas of concern.
1. Such meetings will be scheduled at least once per month at a mutually agreed upon time.
  2. There will be no additional monetary compensation for those staff members involved in these meetings.
  3. The committee, at its option, may meet with the Board of Education two (2) times per year.

## **ARTICLE XV**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. In our rapidly changing society, unit members must constantly review curricular content, methods and materials, educational philosophy and goals, social change



and other topics related to education. The Board recognizes that it shares with its professional staff the responsibility for upgrading and updating unit members' performance and attitudes. The Board and the Association support the principle of continuous training of unit members and the improvement of instruction. All courses must be approved prior to the semester starting. To work toward the ends stated above, the Board agrees to:

1. Cooperate with the Association in arranging in-service courses, workshops, conferences, visits to industries or neighborhood school systems and programs designed to improve the quality of education. Such activities shall be coordinated through the Liaison Committee and/or the Instructional Council.
2. Pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which a unit member is required by the Administration to take. Unit members who submit vouchers for reimbursement of designated compensable expenses will receive payment from the Board within forty-five (45) days. Said expenses will include but not be limited to registration fees, transportation, materials, food and lodging.
3. Provide in-service improvement programs for all unit members which shall be cooperatively planned to meet the priorities jointly determined by the Association and the Administration through the Local Professional Development Committee in compliance with current regulations.
  - a. For all unit members, in-service programs shall be conducted during the regular work day if their attendance is required.
  - b. Unit members who participate in in-service programs shall be eligible for continuing education credits as specified in ARTICLE XV, Section E.

B. A maximum of the following amounts will be paid to any unit member engaged in advanced study at any administratively approved program or accredited college/university for the duration of this Agreement.

	Teachers	Support Staff
'07-08	<b>\$2184</b>	<b>\$1310</b>
'08-09	<b>\$2282</b>	<b>\$1369</b>
'09-10	<b>\$2385</b>	<b>\$1431</b>

1. The cost of tuition, registration and fees shall be paid at the exact cost but not to exceed the above limits. Any cost beyond the established limit will not be reimbursed.

2. Reimbursement shall be based upon the furnishing of satisfactory proof of payment to the program or college and the submission of an official transcript with an acceptable grade. Courses approved for reimbursement which are non-graded must be accompanied by the appropriate license, certificate of attendance or letter from the instructor indicating satisfactory completion of the course.
  3. Courses taken shall be related to the field or position of the unit member.
  4. Courses taken as a term and condition of an employee's initial employment are not reimbursable.
  5. Payments shall not be made for courses taken to satisfy emergency or provisional certification requirements.
  6. Payments shall not be made for courses taken to pursue an advanced or baccalaureate degree not related to the teaching profession (CPA, Law, etc.)
  7. Payments shall not be made for courses taken under NDEA, NSF or any other public or private funding.
- C. Reimbursement will be made within sixty (60) days of submission of required documentation.
- D. Unit members may utilize non-consumable district resources and facilities in order to fulfill requirements for professional development, advanced degree courses and National Teacher Certification. Staff is responsible for returning non-consumable resources in operable order.
- E. In-District Credits may be awarded for participation in mutually agreed upon committees, courses or workshops with the following conditions applying:
1. One credit for 15 hours of participation
  2. The Association and the Administration will negotiate activities and credit to be offered prior to posting the activity.
  3. There will be no cap on the number of credits earned.
  4. In-district credits will be treated the same as graduate credits for lateral movement as per Article XXIX, Section A-5.
  5. The Board shall accept approved C.E.U.'s and professional development hours, resulting in a certificate of completion, toward in-district credit and

lateral movement on the salary guide for support staff provided that the program does not occur during the school day.

6. A mutually acceptable form designed to report and record earned in-district credits will be used.
- F. Any unit member advancing to a different salary scale, as a result of courses and/or in-district credits taken, will be placed on a new scale in September or in February of that teaching year provided that advanced notice has been given to the Superintendent, in writing, by December 31<sup>st</sup> of the preceding budgetary year. Proof of course completion for September placement must be provided by August 15<sup>th</sup> and for February placement by January 15<sup>th</sup>.
- G. All support staff who intend to exercise the provisions of Section B in this Article must receive prior approval from the Superintendent. The decision of the Board will be final and not subject to arbitration. Such approval shall not be unreasonably denied.
- H. Courses required for continued licensing of staff members who must sign off on Medicaid reimbursements for the district services they provide are reimbursable.
- I. It is specifically agreed that tuition reimbursement is for only Article XV, Section B. In-service, In-District credit and the NJ State mandated one hundred (100) hours are separate and apart from this section.

## ARTICLE XVI

### HEALTH INSURANCE PROTECTION

- A. Except as otherwise provided in this Article, the Board shall provide complete health coverage for unit members and their eligible dependents. A summary of these benefits is listed in Appendix A. The Board guarantees that all insurance providers who deliver health, dental, prescription and vision insurance to unit members shall be "equal to or better than" the plan provided to unit members in 1995-96 subject to the following conditions:
  1. The health plan standard of reference shall be the State Health Benefits Program in effect during the 1995-96 school year plus the specific benefit enhancements provided by CIGNA in 1995-96.
  2. The "equal to or better than" standard shall apply to all benefit levels, deductibles, co-insurance, final out-of-pocket expenses and the administration of the benefits by the provider.

3. **If a unit member incurs a loss in the level of benefits and/or the administration of the benefits as defined above, the individual will utilize the following grievance procedure:**
  - a. **The unit member shall first call the broker employed by the Board. The broker shall document the call and the nature of the complaint on a form jointly developed by the Board and the Association.**
  - b. **Following the call by the unit member to the broker, the broker shall have seven (7) work days to resolve the complaint.**
  - c. **Regardless of the broker's efforts to resolve the complaint, the broker shall forward his/her disposition of the complaint on the grievance form to the individual, the Association and the Board within ten (10) days of the complaint.**
  - d. **If the matter is not resolved to the satisfaction of the unit member, the matter shall be scheduled for expedited arbitration.**
  - e. **Insurance Arbitration:**
    - (1) **The parties agree that a mutually agreed upon arbitrator for the sole purpose of deciding insurance complaints shall be selected by the parties.**
    - (2) **At the end of each school year, the parties shall schedule six dates for insurance arbitration.**
    - (3) **All unresolved insurance complaints which are submitted to the broker prior to thirty (30) days before the hearing shall automatically be scheduled for arbitration.**
    - (4) **The decision of the arbitrator shall be final and binding on the parties. All disputes between insurance contracts and this Agreement shall be decided in favor of the Collective Bargaining Agreement.**
4. **Rights to information - The Board agrees to provide the Association with all information which the Association deems necessary to process insurance grievances including, but not limited to, the following information:**
  - a. **The parties shall sign and keep separate copies of all insurance contracts in effect for the 1995-96 work year.**
  - b. **The broker will provide the Association and the Board with a monthly summary of all inquiries and/or complaints by unit**

members. This survey will include the nature of the inquiry and the disposition of the same. Every effort shall be made to ensure member confidentiality.

- c. The broker agrees to provide each employee with a summary plan document for all of the insurance programs each October 1<sup>st</sup>. Each handbook shall clearly state that the resolution of all complaints shall follow the expedited grievance procedure in Article XVI, Section A-3.
  - d. The Board agrees to require the broker to visit each work location once per month, if needed, at a time convenient to employees and arranged in cooperation with the building Principal and the Association representative.
  - e. The Board will publish and distribute all changes in the level of benefits or changes in the administration of insurance programs only after said changes have been negotiated with the Association.
- B. The Board will provide HMO options through June 30, 2008. Effective July 1, 2008, unit members previously on the "Premiere" plan will move to "Patriot V" for the life of this agreement. A joint committee will be established to educate unit members regarding health benefits.
- C. All employees shall be placed in the appropriate coverage category (i.e. single, family, parent/child(ren), husband/wife). New hires will be placed in the Patriot V Plan, single only, for the first (1st) three (3) years. The employees, at their option, may purchase additional coverage during this time.
- D. Prescription Plan - Family Coverage

The Board shall provide prescription drug plans with co-pays listed in the table below for all unit members and their eligible dependents. This coverage is limited to one (1) per family when more than one (1) person of a married couple is employed by the school district. A summary of the benefits is included in Appendix B. New hires will receive single coverage for their first (1st) three (3) years in the district. The employees, at their option, may purchase additional coverage during this time period.

<b>Name Brand</b>	<b>\$20</b>	<b>Generic</b>	<b>\$10</b>	<b>Mail-In</b>	<b>\$10</b>
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- E. The Board will provide a full-family dental insurance plan. A summary of the benefits is included in Appendix C. New hires will receive single coverage for their first (1st) three (3) years in the district. The employees, at their option, may purchase additional coverage during this time period.

- F. The Board will provide a full-family vision insurance plan. A summary of the benefits is included in Appendix D. New hires will receive single coverage for their first (1<sup>st</sup>) three (3) years in the district. The employees, at their option, may purchase additional coverage during this time period.
- G. The Board retains the right to select the carrier as long as the plan is "equal to or better than" the existing plan.
- H. All employees who have a change in coverage status must notify the Benefits Office within sixty (60) days before or after the anticipated change. Failure to do so may require the employee to wait until the next enrollment period to make the necessary changes.
- I. Bus drivers will receive single medical benefits (excluding prescription, dental and vision) through the first thirty-six (36) months of employment. Bus drivers shall receive full-family health, dental, prescription and vision coverage in the thirty-seventh (37<sup>th</sup>) month of employment.
- J. In the event the Board subcontracts during the term of the contract, full-family medical coverage will be paid as severance for the term of this Agreement.
- K. The Board will maintain an Employee Assistance Program at no cost to employee.
- L. IRS Chapter 125 Option

The parties agree to establish a voluntary Section 125 (IRS Code) Plan for the purpose of making available a cash option.

1. An employee otherwise entitled to insurance coverage shall have the option to withdraw from any or all such coverage and be paid a sum equal to one-half (1/2) of the eligible premium coverage(s) for the year that the withdrawal remains in effect.
2. All withdrawals from insurance coverage shall be for a minimum of one (1) year, corresponding to the benefits period established by the carrier. The cash payment shall be in the form of a stipend payable bi-annually on December 30<sup>th</sup> and June 30<sup>th</sup>.
3. The basis for the employee's reimbursement shall be the cost of the plan which the employee is currently or was most recently enrolled in or for which plan he/she is eligible.
4. Employees who have a change in status (i.e., termination of employment, divorce, legal separation, death, military discharge) which causes them to lose coverage elsewhere shall be entitled to reenroll in the health plan(s).

Reinstatement in the district plan(s) will take place within three (3) weeks of notification of such change. Otherwise, all elections for a cash option shall be in effect for a twelve (12) month period.

5. Return to the benefits plan(s) for reasons other than a change of status is subject to the terms of the carrier (Open Enrollment).
6. The adopted plans will be on file in the Board of Education Office.

## ARTICLE XVII

### SALARIES

- A. The salaries of all unit members covered by this Agreement are set forth in the attached salary schedules, as amended, to become effective July 1, 2007 for the '07-08 school year; July 1, 2008 for the '08-09 school year; and July 1, 2009 for the '09-10 school year.
  1. Unit members who are employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
  2. Unit members who are employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
  3. Unit members who are employed on a ten (10) month basis may individually elect to have ten percent (10%) of their monthly salary deducted from their pay and placed in the "Summer Payment Plan". These funds will be deposited in a savings account, provided that the bank of depository is willing to accept this responsibility, and the funds will be distributed to the unit members on the last working day. Deductions shall be made September through May only.
  4. When a pay falls on or during a school holiday, vacation, weekend or parent conference day, all unit members shall receive their pay checks on the preceding work day.
  5. Unit members shall receive their final checks and the pay schedule for the following year on the last work day in June, provided that the Administration has indicated that the unit member has satisfactorily completed all school closing obligations.
  6. Employees who are engaged in year long positions which require stipend compensation shall be paid in two (2) installments as follows: fifty (50%) in the last check paid in December and fifty percent (50%) in the last

check paid in June. Final payment shall be contingent upon successful completion of the end-of-activity check-out procedures.

7. Unit members may individually select to have Savings Bonds deducted from their monthly salaries.
8. The Board agrees to make available electronic direct deposit of unit members' paychecks.
9. Payroll errors will be corrected upon the Business Office being notified of the mistake.
10. The Board will provide for payroll deductions for tax-sheltered annuity programs in accordance with Board policy.

**B. All salary deductions will be made by the Secretary in accordance with the Statutes.**

1. All dues deducted for the Winslow Township Education Association, the Camden County Council of Education Associations, the New Jersey Education Association and the National Education Association may be forwarded to the Winslow Township Education Association no later than fifteen (15) days after the close of the month for which they were deducted.
2. All funds from voluntary salary deductions will be transmitted/mailed in the appropriate accounts before the end of business on the day that the paychecks are issued.

**C. Any unit member who at the direction of or with the advanced approval of the Administration participates in extra-curriculum workshops, orientation, in-service, the Intramural Sports Program, art, dance, drama, gymnastics, music (or any other Board approved extra-curricular programs), Summer Speech Program, Summer Instrumental Program, Home-Bound Instruction, Professional Development Committee or Board sponsored programs for unit members extending beyond the school work day (not including required extended meetings) shall be compensated at the following rates per hour:**

'07-08	\$34.11	'08-09	\$35.47	'09-10	\$36.88
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## ARTICLE XVIII

### LIAISON COMMITTEE

#### A. Building Level Council

##### 1. Organization

The Association shall select a Council for each school building which shall meet with the Principal at least once a month after the school day, without compensation, for the duration of the school year. Said Council shall consist of not more than one (1) member for every twelve (12) unit members in the school building, but shall in no event have less than one (1) member per building.

##### 2. Areas for Council Consideration

Areas for consideration by the Council shall include, but not be limited to, school building level decisions regarding:

- a. Administration of this Agreement
- b. Facilitation of programs and recommendations of the Instructional Council hereafter established in this Agreement
- c. Revision and development of building policies and practices

#### B. Meetings with Superintendent

1. Representatives must bring issues of concern to the building Principal at least fourteen (14) days prior to the meeting with the Superintendent, except in cases of emergency or when the Principal has been unavailable.
2. The Association's representatives shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems, practices and the administration of this Agreement.

#### C. These committees serve only in an advisory capacity. The committees' recommendation(s) will be presented to the Superintendent. The Superintendent will convey to the Board the committees' recommendations and will respond if necessary, in writing, within thirty (30) days.

## ARTICLE XIX

### INSTRUCTIONAL COUNCIL

A. Purpose

One (1) Instructional Council shall be established for the Elementary level and one (1) Instructional Council shall be established for the Middle School, High School and Regional Day School combined, and both councils shall have their first meeting no later than September 30<sup>th</sup> of each school year. The purpose of the Council(s) shall be to strengthen the educational program through recommendations, research, implementation and evaluation by the Superintendent and the Association to best meet the needs of the students, the schools and the community. The Council may consider, but not be limited to, advising the Board and the Association on such matters as curriculum improvement, student discipline, teaching techniques, instructional organization patterns, experimentation, extracurricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the district, unit member recruitment, research, educational specifications for buildings and other related matters regarding the effective operation of the Winslow Township School District.

B. Membership

The Councils shall consist of two (2) representatives per building who are appointed by the Association.

C. Committees

The Councils shall be authorized to establish sub-committees or ad hoc committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

D. Individual Initiative for Suggestions

The Councils shall encourage the initiation of ideas and suggestions for projects by individual unit members, departments, grade levels, Association committees, Administrators, Board members, students, parents or other interested parties.

E. Meetings Scheduled

Each Council meeting will be scheduled after school without any additional monetary compensation for those involved.

1. Each Council will meet a minimum of seven (7) times during each school year.
2. A joint Council meeting will be held twice a year in November and May.
3. Each Council may meet with the Board of Education two (2) times per year before regularly scheduled Board meetings.

F. Instructional Councils

The Instructional Councils will serve only in an advisory capacity. The committees' recommendations will be presented to the Superintendent. The Superintendent will convey the Instructional Councils' recommendations, approved minutes and agendas to the Board. The Superintendent will convey the Board's position when requested, in writing, within thirty (30) days.

**SECTION B**

**This section contains provisions pertaining to professional certificated staff.**

**ARTICLE XX**

**TEACHER WORK YEAR**

- A. The Superintendent shall prepare a school calendar for recommendation to the Board after consulting with the Association to receive its suggestions and recommendations.
- B. The work year for teachers shall include one hundred eighty (180) instructional days and five (5) non-instructional days.
  - 1. For Elementary and Middle School Teachers, the five (5) non-instructional days will include:
    - a. two (2) days prior to the first student day for preparation and morning meetings as needed
    - b. two (2) in-service days scheduled during the school year
    - c. one (1) parent/teacher conference day
  - 2. For High School Teachers, these five (5) days will include:
    - a. two (2) days prior to the first student day for preparation and morning meetings as needed
    - b. two (2) in-service days scheduled during the school year.
    - c. One (1) post student day at the end of the school year.
- C. New personnel may be required to attend two (2) additional days of orientation prior to the first student day with no additional compensation. A mutually agreed upon time will be set aside for WTEA to meet with the new personnel.
- D. Ten (10) month employees are free to leave upon completion of all check-out procedures on the last designated school day. Principals should commence the check-out process no later than 11:00 A.M.

- E. The in-school work year shall include days when students are in attendance, orientation days and other days when unit member attendance is required. Unit members who have not completely checked-out at the end of the school year may be required to do so on their own time.

## ARTICLE XXI

### TEACHERS' HOURS AND LOAD

- A. Teachers shall indicate their presence for duty by initialing the unit members' attendance register in the main office.
- B. The starting and ending times of each day shall be determined by the Superintendent of Schools after consultation with the Administrative Staff and the Liaison Committee.
- C. Teachers' length of day will be seven (7) hours
- D. Elementary teachers shall be required to report to duty twenty-five (25) minutes before the start of the student day and shall be permitted to leave twenty (20) minutes following the student afternoon dismissal. Teachers in the Middle and High Schools shall be required to report ten (10) minutes before the opening of the students' school day and shall be permitted to leave thirty (30) minutes following the end of the school day. These schedules will be maintained provided the day does not exceed the hours in paragraph C above.
  - 1. Abbreviated days, designated as in-service or workshops, are considered full days and shall require the usual hours.
  - 2. On Fridays or on days preceding holidays or vacations, the unit members' day shall end following the departure of the last school buses unless otherwise directed by the Administration. Unit members will not be detained if there is adequate supervision for the remaining students.
  - 3. For the Elementary and Middle Schools, there shall be three (3) parent conference days in the fall.
    - a. Two (2) days will be abbreviated student days. Teachers may be required to work beyond the normal school day, if necessary, according to the provisions of this article.
    - b. During the one (1) parent conference day, the sole purpose shall be for parent conferences. There shall be no other required duties

on this day. The actual schedule shall be determined by the teacher and shall last no more than seven (7) hours.

4. The High School shall have two (2) parent conference days in the fall. These will be abbreviated student days. One (1) day will have an afternoon schedule between 1:00 and 4:00 P.M., and one (1) day will have an evening schedule between 6:00 and 9:00 P.M.
5. For the Elementary and Middle Schools, there shall be two (2) parent conference days in the spring. These two (2) days will be abbreviated student days. The High School shall have one (1) spring conference day.
6. In all buildings, conference days are subject to the following conditions:
  - a. Teachers will ensure that all requested conferences are held.
  - b. Teachers may elect to leave and return later if there is a gap in their schedules.
  - c. Teachers are not required to be in the building if their conference obligations are complete for that day.
  - d. The actual time schedule for conferences shall be determined by the individual teachers. If the initial schedules are produced in the office, they will be disseminated to the appropriate teachers at least five working days prior to distribution of parent notifications. Teachers have the right to make adjustments to their own time schedule and will notify the office of the necessary changes within two days. The office will then notify parents of their conference time.
  - e. All conferences will be concluded by 9:00 p.m.
  - f. An administrator will be available in the building for all scheduled parent conferences.
7. The Administration may schedule up to eight (8) meetings beyond the normal work day per school year subject to the following conditions:
  - a. Such meetings may last no longer than forty-five (45) minutes beyond the normal work day.
  - b. There shall be no more than one (1) meeting per month.
  - c. Notice of said meeting(s) and the agenda(s) shall be provided to the staff seven (7) work days in advance of the meeting(s).

- E. Unit members may leave the building without requesting permission during their scheduled 40 minute duty-free lunch period. Signing in and out will be required. Exception: School nurses will be required to remain in the building but are still entitled to a forty (40) minute duty-free lunch.
- F. For employees at the Regional Day School, lunch periods shall coincide with the student lunch periods with no less than thirty (30) minutes for the employees' lunch period.
- G. Elementary School teachers shall be guaranteed a minimum of one hundred seventy-five (175) minutes per week for duty-free preparation to begin after the starting of the pupil day and prior to the ending of the pupil day. Preparation time will be scheduled in blocks of no less than thirty-five (35) minutes in duration.
- H. All Middle School and High School teachers shall be guaranteed one (1) daily duty-free preparation period not less than the length of a normal instructional period, except as noted in Article XXI J.2.f.
- I. Elementary school nurses shall be guaranteed one hundred seventy-five (175) minutes of duty-free preparation time. Middle and High School nurses shall be guaranteed one (1) daily duty-free preparation period no less than the length of a normal instructional period. The following limitations will apply:
1. Nurses will be available to handle any emergency that arises.
  2. Nurses will not leave the building without the prior approval of the building Principal.
- J. Teaching Load for Middle School and High School
1. The normal daily teaching load for academic teachers, in the core areas only, for Middle School and High School staff members shall be five (5) teaching periods in not more than two (2) content areas with no more than three (3) preparations. In subject areas where a single teacher handles the entire program, the number of preparations shall be determined by the program. The Principal shall have the right to assign teachers to other duties (special education and language instructors included). The normal daily teaching load for all other staff members, beyond the academic core courses, shall be six (6) teaching periods in not more than two (2) content areas with no more than three (3) preparations. The academic core courses shall be defined as Mathematics, English, Social Studies, Language Arts Reading, Language Arts Writing, Science, Special Education and World Languages subjects.

2. **Sixth Teaching Period:** In those instances where any academic teachers in the core areas, only as defined in J1, agree to teach a sixth (6<sup>th</sup>) class, the following will apply:
  - a. In 2007-2008, \$6,552 will be paid in compensation for teaching a sixth (6<sup>th</sup>) period.
  - b. In 2008-2009, \$6,847 will be paid in compensation for teaching a sixth (6<sup>th</sup>) period.
  - c. In 2009-2010, \$7,155 will be paid in compensation for teaching a sixth (6<sup>th</sup>) period.
  - d. All monies will be pensionable.
  - e. This additional compensation is for extra work and does not constitute an entitlement to the teacher which must be guaranteed each succeeding year.
  - f. Unit members teaching a sixth (6<sup>th</sup>) period will not have a prep period.
  - g. The teaching of six (6) periods, by any teacher, will occur only as a last resort as the Administration balances the demands of scheduling, educational program(s) and teacher certification for the year in question.
  - h. The maximum number of sixth (6<sup>th</sup>) period classes shall be held to twenty (20) whenever possible.
  - i. Teachers of non-academic/core subjects who teach a seventh (7<sup>th</sup>) instructional period will be paid on the same scale as above.

3. **Teachers may volunteer to cover assignments.**

- a. The first six (6) coverages are without compensation. The seventh (7<sup>th</sup>) and each additional coverage will be compensated per class coverage period as follows and shall be calculated annually:

'07-08 \$10.92	'08-09 \$11.41	'09-10 \$11.92
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- b. Substitute personnel will be used first for class coverage, followed by staff assigned to a duty period at that time.

K. Hours and duties for “specialized personnel” (CST members, social workers, guidance staff, psychologists, nurses, and learning disability teacher consultants) shall be the same as enumerated in the contract for teachers; and, except in extreme emergencies, they will not be assigned to the following:

1. Study halls
2. Homerooms
3. Cafeteria supervision

L. Department Heads, Team Leaders, Content Area Coaches, I&RS Coordinators, Building Testing Coordinators and Homeless Liaisons shall be assigned no more than five (5) instructional/ supervision periods each day and shall be excused from regular study hall duties, homeroom assignments and shall not be assigned any other “class of duty” coverages whenever possible. Pensionable compensation for the above positions shall be paid as follows:

	<u>'07-08</u>	<u>'08-09</u>	<u>'09-10</u>
Department Heads	\$4926	\$5123	\$5328
Content Area Coaches	\$4100	\$4264	\$4435
Team Leaders	\$3381	\$3516	\$3657
I&RS Coordinators	\$3719	\$3868	\$4023
Building Testing Coord.	\$3100	\$3224	\$3353
Homeless Liaison	\$1239	\$1289	\$1341

M. For all Teachers, there shall be one (1) required back-to-school night (i.e. open house, parent-teacher night, curriculum night, etc.) per year.

N. Each Elementary School will have one (1) physical education program, beyond the school day, as an extension of the P.E. program. The physical education teachers will be required to present this program. Program design shall be developed by the P.E. teacher and approved by the building Principal. In the event scheduling requires a particular teacher to present more than one (1) program, that teacher will be compensated for four (4) hours at the home instruction rate for each additional program.

O. Elementary School music teachers shall be required to present one (1) winter and one (1) spring evening concert as an extension of the vocal/instrumental music programs. In the event scheduling requires a particular teacher to present more



than one (1) fall and/or more than one (1) spring concert, that teacher will be compensated for four (4) hours at the home instruction rate for each additional concert.

- P. If a staff member is approved for and is involved in a program that requires teacher supervision beyond the normal work day/week, he/she will be compensated at the extra-curricular hourly rate as specified in ARTICLE XVII, SECTION C.
- Q. When an evening program requires additional student supervision, unit members will be encouraged to volunteer as chaperones; however, their attendance is not mandatory.
- R. Unit members will not be required to transport students.
- S. All overnight trips will be voluntary.
- T. Reading Teachers
  1. During the regular school day, Reading Teachers may not be assigned to job duties outside the scope of their performance responsibilities, as provided in the job description for Reading Teacher, or outside their area of certification. Reading Teachers are not responsible for inventory, maintenance, or distribution of materials.
  2. Reading Teachers will receive an additional pensionable compensation of \$1,000 to compensate them for performing duties such as test administration, developing class lists, gathering and collating, and maintaining records.
  3. During the summer, the Reading Teachers will be compensated at their per diem rate for a maximum of five (5) days for conducting testing of new entrants and for performing other tasks related to the preparation for the opening of school. These summer tasks shall be limited to those necessary to support directly the management of the instructional program. Scheduling shall be mutually agreed upon between the teacher and principal and determined on a voluntary basis.
- U. Teachers assigned to the following non-teaching assignments: pupil assistance committees (e.g. PRIM, I&RS) and moderator/coordinator/chair of standardized tests (e.g. grade level state testing, norm-referenced testing [ NJASK, HSPA, GEPA, etc].) shall be compensated according to the terms of this Agreement.

## ARTICLE XXII

### ASSIGNMENTS AND TRANSFERS

#### A. Assignments

1. All unit members shall be given written notice of their tentative class and/or subject assignment, where applicable, as well as their tentative building assignment and room assignment for the forthcoming year not later than June 15<sup>th</sup>.
2. In the event that changes in such schedule(s), class and/or subject assignment(s), building assignment(s) or room assignment(s) are required, the unit member affected shall be notified, if possible, in writing by a letter sent to the summer address previously designated by the unit member. A conference may be scheduled with the Superintendent if so desired by the unit member.

#### B. Involuntary transfers and reassignments

1. When all other factors are equal (as determined by the Superintendent), length of service shall be the deciding factor.
2. Teachers who are either reassigned or transferred shall be compensated for the work required to effectuate the change in assignment or transfer as follows:

'07-08 \$92.81      '08-09 \$96.98      '09-10 \$101.34

## ARTICLE XXIII

### TEACHER FACILITIES

#### A. When practical, each school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies
2. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher
3. Copies, exclusively for each teacher's use, of all texts used in each course that is taught
4. Adequate chalkboard space in every classroom

5. A complete and unabridged dictionary in every classroom
6. Adequate books, paper, pencils, pens, chalk, erasers and other such materials required in a teacher's daily responsibilities
7. A teacher's work area to aid in the preparation of instructional materials

## ARTICLE XXIV

### TEACHER EVALUATION

- A. Non-tenured Teachers shall be evaluated by their administrative and supervisory personnel at least three (3) times in each school year.
- B. Tenured teachers shall be evaluated by administrative and supervisory personnel at least one (1) time in each school year and shall receive their final evaluation no later than June 1<sup>st</sup>.
- C. Procedures
  1. In each instance, a written evaluation report shall be presented to the teacher, followed by a conference between the teacher and the administrative or supervisory evaluator for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction.
  2. Classroom observations shall be conducted for a minimum duration of one (1) complete subject lesson, each occurring on separate days.
  3. Teachers shall have the option for an additional observation through classroom visitation by another certified district supervisor, to be followed by a written evaluation report and by a conference between the teacher and said supervisor for the purpose of making recommendations for the improvement of instruction.
  4. All monitoring of the work performance of a teacher, if it is included in a written evaluation report, shall be conducted openly.
  5. A teacher shall be given a copy of the written evaluation report prepared by the evaluator at least one (1) day before any conference to discuss the report. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without a prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. The teacher's signature indicates receipt of the evaluation but not necessarily agreement. The teacher shall have the right

to submit a written response to any material within the written evaluation report within five (5) school days of the post-evaluation conference.

6. Evaluation conferences of classroom visitations shall occur within ten (10) school days of the observations. The conferences shall be held within the teacher's workday. The times for all conferences shall be mutually agreed upon.
7. The Annual Written Performance Report for all teachers shall follow the same procedures concerning a conference, time limits and placement in the teacher's file as the procedures for written evaluation reports and in accordance with New Jersey Administrative Code Rules and Regulations (6:3-1.21).

D. Coaches' Evaluation

Coaches shall receive their evaluation no later than June 1<sup>st</sup> or within twenty (20) workdays after the end of the season, whichever comes first.

E. Department Chairpersons, Content Area Coaches and Team Leaders

The Board and the Association agree to form a committee to jointly develop an evaluation instrument for Department Chairpersons, Content Area Coaches and Team Leaders all of whom shall receive their final evaluation by June 1<sup>st</sup>.

## ARTICLE XXV

### SPECIAL SCHOOLS AND HOMEBOUND/BEDSIDE INSTRUCTION

- A. All openings for positions in the evening school, summer school, homebound/bedside instruction and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the Superintendent in accordance with the Board's policy for publicizing promotional vacancies.
- B. Salary schedules for positions included in this Article shall be negotiated under the procedures outlined in Article I, Section A of the Agreement along with regular salary schedules, whenever possible, or at such other times as may be appropriate in order to conform to the time requirements for the implementation of said program.
- C. Applicants shall be notified in writing no less than two (2) weeks prior to start of program for all positions covered under this article, with the exception of bedside/home bound instruction, whenever possible.

## **ARTICLE XXVI**

### **MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its unit members, although each unit member bears the primary responsibility for maintaining proper control and discipline in the classroom and in his/her immediate presence.
- B. The unit members, Board and Administrators recognize that all disciplinary actions and methods shall be impartially implemented, reasonable, just and in accordance with the Board approved discipline policy or as permitted by law.

## **ARTICLE XXVII**

### **TEACHERS' RIGHTS**

- A. The Board agrees that teachers shall have the right and obligation to determine student grades within the policy of the Winslow Township School District. A student's grades may be changed after a conference between the teacher and the Principal or among teachers and the Principal with reasons for the proposed grade change supplied by the Administrator. If no resolution of a grade change is forthcoming, the teacher may appeal the decision to the Superintendent, whose decision in the matter shall be final.
- B. All teachers will be provided with the Teacher's Edition for any approved textbook that they utilize for all courses and subjects, as soon as possible, provided such a Teacher's Edition exists.

## **ARTICLE XXVIII**

### **SABBATICAL**

- A. Sabbatical leave shall be granted to qualified applicants for:
  - 1. A planned program of study
  - 2. Study and travel, providing the experience, will result in a discernible benefit to the school district, to those teachers who have completed ten (10) years of educational service within the district.

- B. Sabbatical leave shall be granted on the basis of seniority of service to no more than two (2) members of the staff district-wide within a given school year.
- C. Application for Sabbatical leave must be made no later than December 1<sup>st</sup>. Preliminary applications may be submitted on September 1<sup>st</sup> of any school year, but the deadline for final application is December 1<sup>st</sup>.
- D. Sabbatical leave will be granted for a period of one (1) year, running from September through June.
  - 1. All applicants shall be notified by March 15<sup>th</sup> as to which individual(s) will obtain a Sabbatical leave. Applicants who are judged eligible will be placed on a priority list from which a replacement will be selected within one (1) month in the event an initial receiver is unable to take such leave.
  - 2. All applicants who are denied Sabbatical leave will be informed, in writing, as to the reasons for this denial.
- E. Reimbursement:
  - 1. For the purpose of full-time study, reimbursement will be granted at fifty percent (50%) of the current year's salary.
  - 2. Payment of the above reimbursement will be made in accordance with regular payroll dates.
- F. All of the work for the approved program must be completed during the Sabbatical year period; however, the thesis does not have to be completed during the Sabbatical leave year.
- G. If the original program is not approved, it can be adjusted for approval later.
- H. No one is eligible for more than one (1) Sabbatical leave.
- I. Teachers must teach in the district for two (2) years following the completion of the Sabbatical leave. Release from this obligation shall be at the discretion of the Board.

## ARTICLE XXIX

### SALARIES AND EXTRA COMPENSATIONS

- A. Lateral Movement
1. Credits obtained for the purpose of obtaining a first (1<sup>st</sup>) Bachelor's Degree shall not be used for lateral movement on the salary guide.
  2. Credits obtained prior to an initial Bachelor's Degree, but not part of that degree, shall not count for lateral movement.
  3. Credits used to obtain the teaching certificate for the position in which the person was initially employed shall not count for lateral movement on the salary guide whether or not those credits were earned after the awarding of the Bachelor's Degree.
  4. Credits obtained in the pursuit of additional degrees, additional certificates or advanced training shall count for the purpose of lateral movement on the salary guide.
  5. All credits for lateral movement on the guide must be graduate credits or in-district credits unless prior approval is given by the Superintendent. Unless otherwise noted herein, the date the degree is completed starts the accumulation of "plus" credits for the purposes of lateral movement on the guide.
- B. Certified unit members shall be notified of their contract and salary status no later than May 1<sup>st</sup>. Non-certified unit members shall be notified of their contract and salary status no later than June 1<sup>st</sup>.
- C. Members of the Child Study Team who are currently employed shall receive a stipend of \$1,000 which is pensionable. Child Study Team members hired after January 1, 1997 shall receive a stipend of \$500 which is pensionable for the first thirty-six (36) months of employment. In the thirty-seventh (37) month, the stipend shall increase to \$1,000. The school nurses shall receive, in addition to their regular salary, a stipend of \$500 per year which shall be pensionable.
- D. CST work performed during July and August shall be compensated at the rate of 1/200<sup>th</sup> of the unit member's salary per day.
- E. Coaches for fall sports shall be paid on December 15<sup>th</sup>. Coaches for winter sports shall be paid on March 30<sup>th</sup>. Coaches for spring sports shall be paid on June 15<sup>th</sup>.
- F. Extra compensation for Middle and High School advisors and coaching positions covered by this Agreement are set forth in the attached schedules.

- G. The Board will pay the membership dues for organizations that require staff membership in order for students to participate in programs sponsored by said organizations (including but not limited to FBLA, DECA, All State Band/Orchestra, All Conference Programs).

### **SECTION C**

**This section pertains to non-certificated staff.**

### **ARTICLE XXX**

#### **WORK YEAR, WORK DAY, WORK LOAD AND ASSIGNMENTS**

- A. Secretaries and Clerical Assistants
1. Secretaries and Clerical Assistants shall be entitled to two (2) duty-free fifteen (15) minute breaks per day.
  2. No Secretary or Clerical Assistant shall be required to report to work when the schools are closed due to inclement weather or hazardous conditions.
  3. The approved office hours will not exceed eight and one-half (8.5) hours per day, depending upon the circumstances in each building, from September 1<sup>st</sup> to June 30<sup>th</sup>.
    - a. Office staff have one (1) hour for lunch when this schedule prevails.
    - b. Office staff shall work a thirty-seven and one-half (37 ½) hour work week and will be paid on a forty (40) hour basis.
  4. Summer office hours will reflect the current practice of seven and one-half (7.5) hours per day, from July 1<sup>st</sup> to August 31<sup>st</sup>, with an hour lunch.
  5. Secretaries and Clerical Assistants may elect to have a half-hour lunch break, from July 1<sup>st</sup> to August 31<sup>st</sup>, in order to shorten their workday by thirty (30) minutes.
- B. Teacher Assistants
1. Teacher Assistants shall indicate their presence for duty by initialing the unit members' attendance register in the main office.
  2. The work year for Teacher Assistants will be 180 days. Teacher Assistants shall not be required to attend any in-service programs.
  3. All Teacher Assistants shall have the same workload whenever possible.



4. **Non-certified Teacher Assistants shall not be required to cover classes.**
5. **The length of the Teacher Assistants' workday shall be consistent with the normal student day.**
6. **Full time teacher assistants not in the Regional Day School shall have a daily, duty-free lunch period equivalent to student lunch periods in their building but in no case less than thirty (30) minutes.**
7. **A committee of Administrative staff and WTEA representatives will be formed to study options for providing appropriate "preparation / communications" time for Teacher Assistants at all levels and make recommendations to the Board.**

**C. Hall Monitors**

1. **The work year for Hall Monitors shall be 181 days. One (1) day will be prior to the first student day of the school year.**
2. **Each Hall Monitor is to be on duty, at the assigned station, and ready for work at the start of the normal student day.**
3. **Each Hall Monitor shall receive a duty-free lunch equivalent to one (1) instructional period and one (1) fifteen (15) minute duty-free break per day.**

**D. Community Liaison Officer**

1. **The work year for the Community Liaison Officer shall be 186 days. One (1) day shall be prior to the first student day; and five (5) days shall be immediately following the last student day in the month of June.**
2. **Each Community Liaison Officer will begin work at the start of the normal Middle School student day and will remain available until the buses or students normally leave.**
3. **Each Community Liaison Officer shall receive one (1) duty-free regular instructional period for lunch and one (1) fifteen (15) minute break per day.**

**E. Bus Drivers**

1. The regular work year for Bus Drivers will be consistent with the one hundred eighty (180) student days.
2. The normal two-week schedule shall be a minimum of sixty (60) hours but shall not exceed sixty-five (65) hours. The schedule includes morning runs, afternoon runs, midday runs, bus safety checks and the preparation of the bus for daily use. Calculation of the sixty (60) hours shall include only the time from the pick up of the aide or the first student on the regular run to the time of the drop off of the last student or aide.
3. The Transportation Coordinator or his/her designee may assign drivers transportation related work in order to obtain a minimum of sixty (60) hours over a two (2) week period.
  - a. "Related work" shall include, but not be limited to, field trips, after school activities, sports runs, in-service and authorized standby.
  - b. Effective July 1, 2007, when all drivers have obtained their 60 hours, assignments to "related work" will be offered for drivers to accept or reject on a rotating basis. A list of all drivers, by seniority, will be posted and followed for this rotation. Whenever possible, two weeks notice will be given.
4. Should "related work" cause a driver to exceed sixty (60) hours in two (2) weeks, the compensation shall be made according to Article XXXIV, Section D.
5. When a driver is directed to pick up an additional student while en route to a particular school, this pick up shall be considered as part of the regular run and not as an extra run or duty.
6. At the end of a driver's driving assignment for the day, the vehicle shall be returned to the transportation parking lot and remain there overnight unless the driver has received advanced written permission from the Administration to drive the vehicle to the driver's home. If a driver has received written administrative permission to drive his/her assigned vehicle home, the driver shall not drive the bus off his/her home property except for a driving assignment authorized by the Administration.
7. Drivers will be able to select non sub-contracted route packages on a seniority basis.

8. Tentative bus run assignments will be posted as soon as practical but no later than August 15th.
9. There will be a contact person, with authority to offer assistance in case of emergency, assigned whenever a bus is deployed. The district will provide a means of communication between deployed drivers and the district contact person.
10. The start-up meeting will be held in September. This meeting is beyond the work year and will be compensated at the substitute driver rate (Article XXXIV, Section D.)

F. Custodial/Maintenance Hours and Assignments

1. The Custodians' work day shall consist of eight (8) hours including a thirty (30) minute meal break and two (2) fifteen (15) minute breaks.
  - a. The breaks may not be combined nor are they to be taken to extend the meal break.
  - b. Custodians will be required to clock in and out at the beginning and end of the day.
2. Custodians will not be assigned additional duties due to absenteeism unless additional time and compensation is provided. Compensation shall be paid at one and one-half (1.5) times the hourly rate.
3. The Custodians' normal work week shall be forty (40) hours.
4. Work day schedules shall be established by the unit member's immediate supervisor and/or building principal.
5. Regular overtime shall be defined as any hours worked over forty (40) hours between Monday through Friday and shall be paid at a rate of one and one-half (1.5) times the hourly rate of the unit member.
6. Saturday and Sunday work shall be paid at a rate of one and one-half (1.5) times the hourly rate of the unit member except for Easter Sunday which shall be paid at the rate of two (2.0) times the hourly rate of the unit member.
7. Vacation and Holiday overtime shall be paid at a rate of two (2.0) times the hourly rate of the unit member for the hours worked plus the unit member's regular rate of pay in lieu of the vacation day or holiday. The unit member may also elect to take a comp day in lieu of the overtime pay which shall be scheduled at the unit member's discretion.

8. Overtime shall not be assigned if a suitable volunteer is available.
9. Call backs will be reimbursed at one and one-half (1.5) times the actual time or one and one-half (1.5) times one (1) hour, whichever is greater.
10. Overtime will be offered to employees if a substitute is not available and before work is completed by supervisors. Overtime will be offered on a rotating seniority basis.
  - a. A chart will be developed to track and to post overtime.
  - b. Overtime charts will be kept, by building, in the Middle, the High and the Regional Day Schools. A separate list for all lower Elementary Schools will be kept in a central location.
  - c. The Facilities/Operations Director or a designee will keep all overtime records.
  - d. The records will be kept up-to-date on a bi-weekly basis and posted on the custodial bulletin board in each building.
  - e. Association members are asked first, in order of seniority, in their respective buildings.
    - (1) The first (1<sup>st</sup>) person asked is the person who qualified with the fewest number of refusals and times worked. (Refusals for overtime count the same as overtime worked.)
    - (2) If in the Elementary Schools all unit members have been offered overtime and no one is available, the overtime will then be offered to a unit member from the master list.
    - (3) An employee may not work or be asked to work overtime for a position higher than his/her classification.
  - f. An overtime shift may be divided between Association members if the foreman and Association members in the building agree.
  - g. Foremen may work, as necessary, when Association members in the respective buildings are not available to work.
  - h. Association members may make a written request to have their names removed from the overtime list.

- i. Once an Association member has removed his/her name from the overtime list, he/she may restore his/her name with one (1) week's written notice.
- j. Weekend/Holiday Boiler Watch overtime will be offered to all service personnel with a valid Black Seal license. This shall be on a rotating seniority basis with District Maintenance staff assigned to a building for this purpose.
- k. Weekend overtime will be kept on a separate list but will use the same format as weekday overtime.
- l. Weekend Boiler Watch overtime will be kept on a separate list but will use the same format as weekday overtime.
- m. Overtime arising when an Association member is on sick or personal leave is counted as a refusal.

## **ARTICLE XXXI**

### **VACATIONS/HOLIDAYS/HAZARDOUS CONDITIONS**

#### **A. Vacations**

- 1. Ten (10) working days for twelve (12) month unit members. All others prorated. After five (5) years, one (1) additional day each year until a total of twenty-five (25) days is reached.
- 2. Ten (10) unused vacation days may be:
  - a. transferred as accumulated vacation in the next year
  - b. converted to accumulated sick leave
  - c. taken in the form of cash reimbursement on the per diem salary of the unit member in the year in which they were earned

(An employee may choose any combination of the three options listed above.)

- 3. Vacation days will not be granted during the last week of August. Exceptions may be granted by the Superintendent in extenuating circumstances. Such requests will not be unreasonably denied.

**B. Holidays**

1. A minimum of fourteen (14) holidays to be approved annually by the Board. The number of days will be the same for all employees in the district.
2. The approved winter and spring vacations for support staff will be the same as the recesses for certificated staff and teacher assistants.

**ARTICLE XXXII**

**EVALUATION AND  
FAIR DISMISSAL PROCEDURES**

- A. All non-certified personnel shall be evaluated a minimum of once each school year. Each evaluation shall be in writing and a conference with the employee's evaluator shall occur within ten (10) working days of such evaluation.
1. The evaluation report should identify the strengths and weaknesses. If any weaknesses should occur, remedies for correction should be included.
  2. All monitoring of the work performance, if it is included in a written evaluation report, shall be conducted openly.
  3. A unit member shall be given a copy of all evaluation reports. No unit member shall be required to sign a blank or incomplete evaluation form. The unit member's signature indicates receipt but not necessarily agreement. The unit member shall have the right to submit a written response to any material contained in the written evaluation report within five (5) school days of the date the post-evaluation conference has been scheduled.
- B. The Board agrees to protect the confidentiality of personal references and other documents. It shall not establish any separate personnel file which is not available for the unit member's inspection.
- C. Upon request, a contractual employee will be entitled to a statement of reasons for any dismissal. In addition, if said employee is not satisfied with the statement of reasons given, then the employee is entitled to appear before the Board of Education, in conference session, to present the employee's position
- D. The evaluation procedures will be consistent with current Board policy #4220 (adopted May 6, 2002)

**ARTICLE XXXIII**

**ASSIGNMENTS AND TRANSFERS**

- A. Custodial/Maintenance/Bus Driver/Secretary Transfers
1. Custodians, Maintenance, Bus Drivers and/or Secretaries who desire a transfer shall file a written statement with the Superintendent no later than June 5<sup>th</sup>. The statement should include the building requested, day/evening assignment or desired bus run(s). The request will remain on file at the Board Office for one (1) year.
  2. A request for transfer or change of assignment shall be granted at the sole discretion of the Board of Education or its designee.
  3. No transfer between shifts of regularly employed unit members shall occur without at least ten (10) working days' notice to the unit member except in the case of extreme emergency as defined by the Superintendent. A unit member's regular shift shall not be changed if a suitable volunteer is available. Any shift transfer shall not be for more than fifteen (15) working days.

**ARTICLE XXXIV**

**SUPPORT STAFF SALARIES  
AND EXTRA COMPENSATIONS**

- A. In the event a teacher assistant is assigned to cover the class of a teacher, he/she shall be compensated at his/her daily rate plus the additional amounts as follows:

	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>
Fully Certified	\$28.80	\$30.09	\$31.44
County Certified	\$25.04	\$26.16	\$27.33

- B. In the event a teacher assistant or support staff unit member participates, with advanced approval, in extra-curriculum workshops, orientations, in-service or any other Board-sponsored activity which is not part of his/her normal work day, he/she will be compensated at the following hourly rates:

<u>07-08</u>	<u>08-09</u>	<u>09-10</u>
\$23.07	\$24.10	\$25.18

In the event that a teacher assistant serves in the capacity of a teacher, after school hours, he/she will be paid in accordance with the rates listed in Article XVII, Section C.

C. Secretarial Staff who received stipends for course credits prior to July 1, 2007 will continue to receive those stipends. No additional stipends will be granted for the life of this agreement.

D. Bus Driver Compensation:

1. Runs beyond 60 hr. minimum

	<u>07-08</u>	<u>08-09</u>	<u>09-10</u>
a. Field trips per hour	\$19.71	\$20.59	\$21.51
b. Activity runs premium	\$32.86	\$34.33	\$35.87
c. Sub driver per run	19.71	\$20.59	\$21.51
d. On call per hour	\$13.13	\$13.72	\$14.33
e. All other duties per hour, including summer runs (guaranteed one (1) hour min.)	\$19.71	\$20.59	\$21.51

2. Guidelines will be established by the Transportation Department to provide drivers with cash, in advance, for any known expenses of Board approved trips.

3. The Board will pay the cost of license renewals for bus drivers (including all associated costs).

E. Custodian/Maintenance Extra Compensation

1. Custodial/Maintenance personnel on the Night Shift will receive a differential of \$627.

2. Custodial/Maintenance personnel who obtain a Black Seal License shall be compensated as follows:

2007-2008	\$710	2008-2009	\$742	2009-2010	\$775
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3. The Board shall provide all Custodians, Maintenance and Mechanics with uniforms to be selected by the employees as follows:
  - a. 5 work pants  
3 long sleeve sweat shirts  
7 short sleeve shirts
  - b. Employees are to launder clothing at their own expense.
  - c. Clothing is to be replaced, as necessary, by the Board according to fair wear and use standards.
  
4. The Board agrees to pay a stipend to employees who hold a current, usable license or certification in the areas of electrical, plumbing, pest control and automotive repair as follows:

'07-08	\$1,474	'08-09	\$1,540	'09-10	\$1,609
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- a. These licenses and/or certificates must be usable within the district, must be issued by the State of New Jersey, and must relate to the field of work performed.
- b. Payment for licenses and/or certificates must be presented to the Board annually, in writing. Reimbursement will not be made for licenses not applicable to the needs of the district. No retroactive payments will be made.
- c. The stipend will be paid on a quarterly basis and be pro-rated.
- d. Eligibility for payment will not automatically be renewed or carried over in cases of job classification changes, etc. or from year to year.
- e. A copy of each license or certificate shall be submitted each contract year and at any time during the year when the license or certificate is either renewed or altered in any way. Failure to do so may result in forfeiture of payment or proration of same.
- f. If a license expires or copies of current licenses or certificates are not received on time, payment will be pro-rated and/or eligibility will cease.

## BUS DRIVERS' SALARY GUIDE

'06-07 STEP	<u>2007-08</u>		<u>2008-09</u>		<u>2009-10</u>	
	<b>Step</b>		<b>Step</b>		<b>Step</b>	
1*	X		X		X	
2*	X		X		X	
3*	X		X		X	
4*	<b>1*</b>	16,515	X		X	
5 moves to	<b>2</b>	16,707	<b>1</b>	17,086	<b>1</b>	17,595
6 moves to	<b>3</b>	17,017	<b>2</b>	17,403	<b>2</b>	17,922
7 moves to	<b>4</b>	17,285	<b>3</b>	17,678	<b>3</b>	18,205
8 moves to	<b>5</b>	17,656	<b>4</b>	18,057	<b>4</b>	18,595
9 moves to	<b>6</b>	18,637	<b>5</b>	19,060	<b>5</b>	19,628
10 moves to	<b>7</b>	19,503	<b>6</b>	19,946	<b>6</b>	20,541
11 moves to	<b>8</b>	20,399	<b>7</b>	20,862	<b>7</b>	21,484
12 moves to	<b>9</b>	21,298	<b>8</b>	21,782	<b>8</b>	22,431
13 moves to	<b>10</b>	22,196	<b>9</b>	22,700	<b>9</b>	23,376
14 moves to	<b>11</b>	23,096	<b>10</b>	23,620	<b>10</b>	24,324
15 moves to	<b>12+</b>	26,750	<b>11+</b>	27,385	<b>11+</b>	28,235
16+	X					

\* In 2007-2008, new hires and Drivers on steps 1 through 4 in 2006-2007 move to step 1. Drivers on steps 5 through 15 in 2006-2007 move to steps 2 through 12 of the 2007-2008 guide, respectively.

+ Drivers at the top of the salary guide will remain on the top step of the guides for each year of the contract and receive the increased salaries reflected on the guides above.

In 2008-2009, drivers not at the top of the guide will move to the step with the same number as the one they were on in 2007-2008. They will receive the increased salaries reflected on the guides above.

In 2009-2010, drivers not at the top of the guide will move to the next step on the guide.

### **BUS MECHANICS' SALARY GUIDE**

	<b><u>2007-08</u></b>	<b><u>2008-09</u></b>	<b><u>2009-10</u></b>
<b>Step</b>			
<b>1</b>	39,000	40,000	41,000
<b>2</b>	40,000	41,000	42,000
<b>3</b>	41,000	42,000	43,000
<b>4</b>	42,000	43,000	44,000
<b>5</b>	43,000	44,000	45,000
<b>6</b>	44,500	45,500	46,500
<b>7</b>	45,500	46,500	47,500
<b>8</b>	46,500	47,500	48,500
<b>9</b>	47,500	48,500	49,500
<b>10</b>	48,500	49,500	50,500
<b>11</b>	49,500	50,500	51,500
<b>12</b>	50,500	51,500	52,500
<b>13</b>	52,500	53,500	54,500
<b>14</b>	54,500	55,460	56,560

### **GROUNDS/MAINTENANCE SALARY GUIDE**

	<b><u>2007-08</u></b>	<b><u>2008-09</u></b>	<b><u>2009-10</u></b>
<b>Step</b>			
<b>1</b>	37,749	39,029	40,567
<b>2</b>	37,962	39,249	40,795
<b>3</b>	38,175	39,469	41,024
<b>4</b>	38,388	39,689	41,253
<b>5</b>	38,943	40,263	41,850
<b>6</b>	39,503	40,842	42,451
<b>7</b>	40,113	41,473	43,107
<b>8</b>	40,483	41,855	43,504
<b>9</b>	40,852	42,237	43,901
<b>10</b>	41,221	42,618	44,298
<b>11</b>	41,957	43,380	45,089
<b>12</b>	43,621	45,100	46,877
<b>13</b>	46,140	47,704	49,583
<b>14</b>	49,173	50,840	52,843

**CUSTODIANS' SALARY GUIDE**

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
<b>Step</b>			
<b>1</b>	22,829	23,197	23,675
<b>2</b>	23,031	23,402	23,884
<b>3</b>	23,233	23,607	24,094
<b>4</b>	23,738	24,120	24,617
<b>5</b>	23,819	24,202	24,701
<b>6</b>	24,460	24,854	25,366
<b>7</b>	25,441	25,851	26,384
<b>8</b>	26,422	26,847	27,400
<b>9</b>	28,820	29,284	29,887
<b>10</b>	31,217	31,719	32,373
<b>11</b>	33,616	34,157	34,861
<b>12</b>	35,747	36,323	37,071
<b>13</b>	37,261	37,861	38,641
<b>14</b>	43,525	44,226	45,137
<b>15</b>	44,409	45,124	46,053

**CLEANERS' SALARY GUIDE**

	<u>2007-08</u>		<u>2008-09</u>		<u>2009-10</u>	
<b>Step</b>	<b>Post*</b>	<b>Pre**</b>	<b>Post*</b>	<b>Pre**</b>	<b>Post*</b>	<b>Pre**</b>
<b>1</b>	20,013	21,190	20,013	21,190	20,013	21,190
<b>2</b>	20,313	21,377	20,613	21,377	20,913	21,377
<b>3</b>	20,613	21,565	20,913	21,565	21,213	21,565
<b>4</b>	20,913	21,752	21,213	21,752	21,513	21,752
<b>5</b>	21,213	22,108	21,513	22,108	21,813	22,108
<b>6</b>	21,563	22,704	21,863	22,704	22,213	22,704
<b>7</b>	22,302	23,614	22,322	23,614	22,372	23,614
<b>8</b>	23,162	24,524	23,162	24,524	23,162	24,524
<b>9</b>	25,264	26,750	25,264	26,750	25,264	26,750
<b>10</b>	27,365	28,975	27,365	28,975	27,365	28,975
<b>11</b>	29,468	31,202	29,468	31,202	29,468	31,202
<b>12</b>	31,336	33,181	31,336	33,181	31,336	33,181
<b>13</b>	32,688	34,610	32,688	34,610	32,688	34,610
<b>14</b>	35,031	40,399	35,031	40,899	35,031	41,399

\*Salaries for cleaners hired after March 1, 2003 are in the "Post" column for each year.

\*\*Salaries for staff hired before March 1, 2003 are in the "Pre" column for each year.

## SECRETARIES' SALARY GUIDE

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
<b>Step</b>			
<b>1</b>	25,500	26,500	27,000
<b>2</b>	26,648	27,693	28,215
<b>3</b>	27,847	28,939	29,485
<b>4</b>	28,821	30,241	30,811
<b>5</b>	29,974	31,451	32,044
<b>6</b>	30,873	32,394	33,005
<b>7</b>	31,800	33,366	33,995
<b>8</b>	32,754	34,367	35,015
<b>9</b>	33,900	35,570	36,241
<b>10</b>	35,086	36,815	37,509
<b>11</b>	36,314	38,103	38,822
<b>12</b>	37,404	39,246	39,987
<b>13</b>	41,219	42,043	43,094
<b>14</b>	43,904	44,782	45,901
<b>15</b>	47,260	48,441	49,894

## CLERICAL ASSISTANTS' SALARY GUIDE

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
<b>Step</b>			
<b>1</b>	23,257	24,176	25,130
<b>2</b>	23,797	24,737	25,714
<b>3</b>	24,337	25,299	26,298
<b>4</b>	24,878	25,860	26,882
<b>5</b>	25,418	26,422	27,466
<b>6</b>	25,958	26,984	28,050
<b>7</b>	26,499	27,545	28,633
<b>8</b>	27,039	28,107	29,217
<b>9</b>	27,579	28,669	29,801
<b>10</b>	28,119	29,230	30,385
<b>11</b>	30,596	31,805	33,061
<b>12</b>	33,073	34,379	35,737
<b>13</b>	35,549	36,954	38,413
<b>14</b>	38,135	39,641	41,207
<b>15</b>	40,503	42,102	43,766

**RECEPTIONISTS' SALARY GUIDE**

	<b><u>2007-08</u></b>	<b><u>2008-09</u></b>	<b><u>2009-10</u></b>
<b>Step</b>			
<b>1</b>	23,000	23,250	23,500
<b>2</b>	23,500	23,250	24,000
<b>3</b>	24,000	24,210	24,500
<b>4</b>	24,500	24,750	25,000
<b>5</b>	25,000	25,250	25,500

**FULL TIME HALL MONITORS'/MAIL DRIVERS' SALARY GUIDE**

	<b><u>2007-08</u></b>	<b><u>2008-09</u></b>	<b><u>2009-10</u></b>
<b>Step</b>			
<b>1</b>	16,479	17,164	17,881
<b>2</b>	16,694	17,389	18,115
<b>3</b>	17,251	17,968	18,718
<b>4</b>	17,807	18,548	19,322
<b>5</b>	18,920	19,707	20,529

Part time hall monitors will be compensated at 85% of the appropriate step on the full time guide.

**TEACHER ASSISTANTS' SALARY GUIDES**

	<b><u>2007-08</u></b>	<b><u>2008-09</u></b>	<b><u>2009-10</u></b>
<b>Step</b>			
<b>1</b>	15,250	15,350	15,450
<b>2</b>	16,650	16,750	16,850
<b>3</b>	18,050	18,100	18,200
<b>4</b>	19,450	19,839	20,573
<b>5</b>	20,200	20,300	20,900
<b>6</b>	20,950	21,050	21,150
<b>7</b>	21,700	21,800	21,900
<b>8</b>	22,450	22,550	22,650
<b>9</b>	23,200	23,300	23,400
<b>10</b>	24,252	24,752	25,400

**MEDICAL ASSISTANTS' SALARY GUIDE**

<b><u>2007-08</u></b>	<b><u>2008-09</u></b>	<b><u>2009-10</u></b>
\$37,323	\$39,003	\$40,758

**COMMUNITY LIAISON OFFICERS' SALARY GUIDE**

<b><u>2007-08</u></b>	<b><u>2008-09</u></b>	<b><u>2009-10</u></b>
\$55,243	\$57,643	\$60,143

## TEACHERS' SALARY GUIDES

'07-08

Step	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>DOC</u>
1	43,136	43,936	44,736	45,536	46,336	47,136	47,936	48,736
2	43,336	44,136	44,936	45,736	46,536	47,336	48,136	48,936
3	43,503	44,303	45,103	45,903	46,703	47,503	48,303	49,103
4	43,812	44,612	45,412	46,212	47,012	47,812	48,612	49,412
5	44,121	44,921	45,721	46,521	47,321	48,121	48,921	49,721
6	44,430	45,230	46,030	46,830	47,630	48,430	49,230	50,030
7	44,739	45,539	46,339	47,139	47,939	48,739	49,539	50,339
8	46,647	47,447	48,247	49,047	49,847	50,647	51,447	52,247
9	50,522	51,322	52,122	52,922	53,722	54,522	55,322	56,122
10	56,656	57,456	58,256	59,056	59,856	60,656	61,456	62,256
11	63,631	64,431	65,231	66,031	66,831	67,631	68,431	69,231
12	70,100	70,900	71,700	72,500	73,300	74,100	74,900	75,700
13	73,500	74,300	75,100	75,900	76,700	77,500	78,300	79,100

'08-09

Step	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>DOC</u>
1	44,036	44,836	45,636	46,436	47,236	48,036	48,836	49,636
2	44,197	44,997	45,797	46,597	47,397	48,197	48,997	49,797
3	44,403	45,203	46,003	46,803	47,603	48,403	49,203	50,003
4	44,712	45,512	46,312	47,112	47,912	48,712	49,512	50,312
5	45,021	45,821	46,621	47,421	48,221	49,021	49,821	50,621
6	45,330	46,130	46,930	47,730	48,530	49,330	50,130	50,930
7	45,639	46,439	47,239	48,039	48,839	49,639	50,439	51,239
8	48,046	48,846	49,646	50,446	51,246	52,046	52,846	53,646
9	52,038	52,838	53,638	54,438	55,238	56,038	56,838	57,638
10	58,356	59,156	59,956	60,756	61,556	62,356	63,156	63,956
11	65,540	66,340	67,140	67,940	68,740	69,540	70,340	71,140
12	71,900	72,700	73,500	74,300	75,100	75,900	76,700	77,500
13	75,900	76,700	77,500	78,300	79,100	79,900	80,700	81,500

'09-10

Step	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>DOC</u>
1	48,361	49,161	49,961	50,761	51,561	52,361	53,161	53,961
2	48,661	49,461	50,261	51,061	51,861	52,661	53,461	54,261
3	48,961	49,761	50,561	51,361	52,161	52,961	53,761	54,561
4	49,261	50,061	50,861	51,661	52,461	53,261	54,061	54,861
5	49,561	50,361	51,161	51,961	52,761	53,561	54,361	55,161
6	49,861	50,661	51,461	52,261	53,061	53,861	54,661	55,461
7	50,161	50,961	51,761	52,561	53,361	54,161	54,961	55,761
8	52,161	52,961	53,761	54,561	55,361	56,161	56,961	57,761
9	57,161	57,961	58,761	59,561	60,361	61,161	61,961	62,761
10	62,961	63,761	64,561	65,361	66,161	66,961	67,761	68,561
11	68,761	69,561	70,361	71,161	71,961	72,761	73,561	74,361
12	73,700	74,500	75,300	76,100	76,900	77,700	78,500	79,300
13	78,300	79,100	79,900	80,700	81,500	82,300	83,100	83,900



## NON-ATHLETIC STIPENDS

July 1, 2007 - June 30, 2010

(Staff in the following positions for '06-'07 receive one year's credit toward lateral movement.)

<u>ACTIVITY</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Coord. Intro. To Vocations	3189	3313	3439
<hr/>			
Assistant Band Director	3429	3554	3680
Band Front Coordinator	4171	4297	4422
Choir Advisor	4160	4286	4411
Concert Band Director	4160	4286	4411
Jazz Band Director	2455	2581	2706
Majorettes & Drill Squad	4160	4286	4411
Marching Band Director	7521	7647	7772
Marching Band Trainer	3877	4003	4128
Pep Squad (Basketball)	772	896	1022
Percussion & Drill Instructor	6635	6760	6886
Strings/Orchestra Advisor	4160	4286	4411
Summer Music Instructor	4324	4449	4575
<hr/>			
All Club Advisors	1306	-----	----
<hr/>			
Audio Visual Aids	2300	2426	2551
Junior Class Advisor	2300	2426	2551
Senior Class Advisor	2300	2426	2551
7 <sup>th</sup> , 8 <sup>th</sup> & Frosh Class Advisor	1421	1545	1670
Sophomore Class Advisor	1810	1934	2060
<hr/>			
Assistant Drama Director	3353	3478	3603
Choreographer	951	1075	1201
Drama Director	5157	5282	5408
Drama Music Director	1551	1675	1801
Stage Manager- High School	4257	4382	4507
Stage Manager- Mid. School	2300	2426	2551
<hr/>			
National Honor Society	1372	1497	1621
<hr/>			
High School Newspaper	2300	2426	2551
High School Yearbook- Business	1701	1827	1952
High School Yearbook- Editorial	2300	2426	2551
Middle School Newspaper	1701	1827	1952
Middle School Yearbook	1701	1827	1952
<hr/>			
H. S. Student Government	4160	4286	4411
Mid. School Student Govern.	2688	2814	2939
<hr/>			
Public Relations	1628	1753	1878

# ATHLETIC STIPENDS

July 1, 2007 – June 30, 2010

(Staff in the following positions for '06-'07 receive one year's credit toward lateral movement.)

<u>ACTIVITY</u>	<u>LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group A</u>				
Basketball	Head	7320	7615	7920
Football	Asst.	4449	4626	4812
Wrestling				
<u>Group B</u>				
Baseball	Head	5745	5977	6214
Hockey	Asst.	4215	4385	4560
La Crosse				
Soccer				
Softball				
Spring Track & Field				
Swimming				
Winter Cheerleading				
<u>Group C</u>				
Fall Cheerleading	Head	4449	4626	4812
Tennis	Asst.	2966	3084	3207
Volleyball				
Winter Track				
Cross Country				
<u>Group D</u>				
Bowling	Head	3058	3181	3306
Golf	Asst.	1946	2024	2105
<u>Group D1</u>				
Strength Training Coach		1946	2024	2105
<u>Group E</u>				
All Middle School Coaches				
Head		2317	2410	2505
Assistant		1483	1542	1604
<u>Group F</u>				
Middle School Athletic Director		4078	4240	4411
High School Athletic Director				

**Appendix A**  
**Medical Insurance Schedule of Benefits**

**Summary of CIGNA Medical Insurance Benefits (1995-1996)**

Hospital Room and Board	Semi-private in full for 365 days per calendar year; 30 days for Mental Illness.
Hospital Miscellaneous Pre-Admission Testing	Unlimited Charges involved with all tests performed on an outpatient basis within 7 days of confinement at the same hospital will be covered in full.
Surgical	Reasonable & Customary in full.
Anesthesia	Reasonable & Customary in full.
2 <sup>nd</sup> Opinion Consultation	Reasonable & Customary in full for non-emergency electives surgery.
X-Ray and Lab	Reasonable & Customary in full.
Doctor's Visit (In-hospital)	Reasonable & Customary in full, 365 per calendar year.
Additional Accident	\$300 Maximum
Radiotherapy	\$560 Schedule allowance, per person per year.
Physical Therapy	\$50 per year per person on 100% basis.
Routine Physical	One routine physical every 24 consecutive months per person. Reasonable & customary in full.
<b><u>MAJOR MEDICAL</u></b>	
Maximum	Unlimited
Deductible	\$100 per person, per calendar year with no more than \$200 accumulative per family per year.
Coinsurance	80% on 1 <sup>st</sup> \$2000 expenses; then 100% for balance of calendar year.
Mental & Nervous: (Outpatient)	80% of the first \$2,000 of Reasonable and Customary charge; 100% thereafter to maximum.
(Inpatient)	80% of the Reasonable and Customary charges from the 31 <sup>st</sup> day of confinement to maximum.
Total Maximum	For outpatient and inpatient, there is a lifetime maximum of \$20,000 each.
Well Baby Care	80% of routine care up to age 4.
Dependent Children	Unmarried children until the end of the calendar year in which they turn 23.

NOTE: Appendix A is being provided as a reference to those benefits

**Customized Horizon Blue Cross/Blue Shield of New Jersey  
Patriot X Matching Program - Traditional Plan**

	<u>In-Network</u>	<u>Out-of-Network</u>
<b>FINANCIAL</b>		
Deductible: Single Family	N/A	\$100/\$200
Coinsurance	N/A	80%
Coinsurance Limit: Single Family	N/A	\$400/\$1,200
Lifetime Maximum Benefit	N/A	Unlimited
<b>PRIMARY CARE PHYSICIAN VISITS</b>		
Office Hours deductible	\$10 copay	80% after
After Hours / Home Visits deductible	\$15 copay	80% after
<b>SPECIALTY CARE</b>		
Office Visits deductible	\$15 copay	80% after
Diagnostic Outpatient Testing	\$15 copay	100% covered
Phys, Occ, Speech Therapy	No copay	100% covered
<b>SPU SURGERY</b>		
	No copay	100% covered
<b>HOSPITALIZATION</b>		
	No copay	100% covered
<b>SKILLED NURSING FACILITY</b>		
	No copay	100% covered
<b>EMERGENCY ROOM (Copay waived if admitted.)</b>		
	\$35 copay	\$35 copay
<b>HOME CARE</b>		
	100%	100% covered
<b>MATERNITY</b>		
First OB Visit deductible	\$15 copay	80% after
Hospital	No copay	100% covered
<b>MENTAL HEALTH</b>		
Inpatient covered; 31-90d D & C	No copay, 35 days	0-30d 100%
Outpatient deductible	\$25 copay/V, 20 visits	80% after
<b>SUBSTANCE ABUSE</b>		
Detoxification 7 days	No copay	100% coverage,
Inpatient Rehabilitation 30 days	No copay, 30 days	100% coverage,
Outpatient Rehabilitation deductible, 30 visits	\$15 copay/V, 60 days	80% after
<b>PREVENTIVE CARE</b>		
Routine Eye Exam (per benefit schedule)	\$15 copay	Not covered
Routine Physicals (specific guidelines)	\$10 copay	100% (state-
Immunizations (specific guidelines)	\$10 copay	100% (state-
Routine Mammography	\$15 copay	100% (state-

specific guidelines)

Routine GYN Exam to \$150	\$15 copay	100% of UCR up
Pediatric Preventive Dental Exam	\$15 copay	Not covered
CHIROPRACTIC CARE deductible	\$15 copay , 20 visits	80% after
PRESCRIPTION LENS REIMBURSEMENT	\$70 every 24 months	
DURABLE MEDICAL EQUIPMENT deductible	Not Covered	80% after
GLOBAL ART RIDER	No copay	

\* Member precertification required or benefits paid will be substantially reduced.

**Customized Horizon Blue Cross/ Blue Shield of New Jersey  
Patriot V Matching Program - PPO Plan**

	<u>In-Network</u>	<u>Out-of-Network</u>
<b>FINANCIAL</b>		
Deductible: Single Family	N/A	\$100/\$200
Coinsurance	N/A	70%
Coinsurance Limit: Single Family	N/A	\$2,000/\$4,000
Lifetime Maximum Benefit	N/A	\$1,000,000
<b>PRIMARY CARE PHYSICIAN VISITS</b>		
Office Hours deductible	\$5 copay	70% after
After Hours Home Visits deductible	\$10 copay	70% after
<b>SPECIALTY CARE</b>		
Office Visits deductible	\$5 copay	70% after
Diagnostic Outpatient Testing deductible	No copay	70% after
Phys, Occ, Speech Therapy deductible	No copay	70% after
SPU SURGERY deductible	No copay	70% after
HOSPITALIZATION deductible	No copay	70% after
SKILLED NURSING FACILITY - deductible	No copay	70% after
EMERGENCY ROOM (Copay waived if admitted.)	\$25 copay	\$25 copay
HOME CARE deductible, 60 visits	No copay	70% after
<b>MATERNITY</b>		
First OB Visit deductible	No copay	70% after
Hospital deductible	No copay	70% after
<b>MENTAL HEALTH</b>		
Inpatient deductible, 60 days	No copay, 35 days	70% after
Outpatient deductible, 30 visits	\$5 copay /V, 30 visits	70% after
<b>SUBSTANCE ABUSE</b>		
Detoxification deductible, 7 days	No copay	70% after
Inpatient Rehabilitation deductible, 30 days	No copay, 30 days	70% after
Outpatient Rehabilitation deductible, 30 visits	No copay, 60 days	70% after

<b>PREVENTIVE CARE</b>		
Routine Eye Exam (per benefit schedule)	\$5 copay	Not covered
Routine Physicals	\$5 copay	See Insurance
<b>Certificate</b>		
Immunizations	\$5 copay	See Insurance
<b>Certificate</b>		
Routine Mammography specific guidelines)	No copay	Covered (state-
Routine GYN Exam	\$5 copay	Not covered
Pediatric Preventive Dental Exam	\$5 copay	Not covered
<b>CHIROPRACTIC CARE</b>	\$5 copay / V	70% after
deductible		
<b>PRESCRIPTION LENS REIMBURSEMENT</b>	\$70 every 24 months	
<b>DURABLE MEDICAL EQUIPMENT</b>	No copay	70% after
deductible		
<b>GLOBAL ART RIDER</b>	No copay	
* Member precertification required or benefits paid will be substantially reduced.		

**Customized Horizon Blue Cross/ Blue Shield of New Jersey  
Premiere Matching Program - HMO Plan**

	<u>In-Network</u>	<u>Out-of-Network</u>
<b>FINANCIAL</b>		
Deductible: Single Family	N/A	\$1,000/\$3,000
Coinsurance	N/A	50%
Coinsurance Limit: Single Family	N/A	\$10,000/\$30,000
Lifetime Maximum Benefit	N/A	\$500,000
<b>PRIMARY CARE PHYSICIAN VISITS</b>		
Office Hours deductible	\$2 copay	50% after
After Hours / Home Visits deductible	\$5 copay	50% after
<b>SPECIALTY CARE</b>		
Office Visits deductible	No copay	50% after
Diagnostic Outpatient Testing deductible	No copay	50% after
Phys, Occ, Speech Therapy deductible	No copay	50% after
<b>SPU SURGERY</b>		
deductible	No copay	50% after
<b>HOSPITALIZATION</b>		
deductible	No copay	50% after
<b>SKILLED NURSING FACILITY</b>		
deductible	No copay	50% after
<b>EMERGENCY ROOM (Copay waived if admitted.)</b>		
deductible, 60 visits	\$15 copay	\$15 copay
<b>HOME CARE</b>		
deductible, 60 visits	No copay	50% after
<b>MATERNITY</b>		
First OB Visit deductible	No copay	50% after
Hospital deductible, 30 visits	No copay	50% after
<b>MENTAL HEALTH</b>		
Inpatient deductible	No copay, 35 days	50% after
Outpatient deductible, 30 visits	\$10 copay/V, 30 visits	50% after
<b>SUBSTANCE ABUSE</b>		
Detoxification deductible, 7 days	No copay	50% after
Inpatient Rehabilitation deductible, 30 days	No copay, 28 days	50% after
Outpatient Rehabilitation	No copay, 30 visits	50% after



deductible, 30 visits

**PREVENTIVE CARE**

Routine Eye Exam (per benefit schedule)	\$2 copay	Not covered
Routine Physicals	\$2 copay	See Insurance

**Certificate**

Immunizations	\$2 copay	See Insurance
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**Certificate**

Routine Mammography specific guidelines)	No copay	Covered (state-
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Routine GYN Exam	\$2 copay	Not Covered
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Pediatric Preventive Dental Exam	\$2 copay	Not covered
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**CHIROPRACTIC CARE**

deductible, \$500 annual max.

<b>PRESCRIPTION LENS REIMBURSEMENT</b>	\$100 every 24 months	
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<b>DURABLE MEDICAL EQUIPMENT</b>	Not Covered	50% after
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deductible

<b>GLOBAL ART RIDER</b>	No copay	
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\* Member precertification required or benefits paid will be substantially-reduced.

## APPENDIX B

### PRESCRIPTION DRUG PLAN

- DEDUCTIBLE:**                               **\$20.00** co-pay for Brand Name drugs
- \$10.00** co-pay for Generic drugs
- \$10.00** co-pay for up to 90 day supply  
   through participating mail order program.
- ORAL CONTRACEPTIVES:**               Included provided they are prescribed for  
   non-contraceptive purposes.
- DEPENDENT CHILDREN:**               Unmarried children until the end of the calendar  
   year in which they turn 23.
- LIMITATIONS:**                            No payment will be made for expenses incurred for:
- immunization agents, biological sera, blood or blood plasma;
  - experimental drugs labeled "Caution-limited by Federal Law to investigational use";
  - medication which is taken or administered, in whole or in part, at the place where it is dispensed or while a person is a patient in an institution which operates or allows to be operated, on its premises, a facility for dispensing pharmaceuticals;
  - any refill dispensed more than one year from the date of a physician's order;
  - more than a 34-day supply or more than 100 unit doses, whichever is greater, when dispensed in any one prescription order. See mail order benefit above;
  - any medication which may be obtained without charge through any public program, other than Medicaid.

APPENDIX C

DENTAL PLAN

ADMINISTERED BY: Delta Dental  
INSURED BY: Delta Plan of New Jersey  
DEDUCTIBLE: None

MAXIMUM: The maximum payable per person, per calendar year with Orthodontia limited to an additional \$2,000 per person, over 5 consecutive years.

**BENEFITS:**

Class I - Diagnostic and Preventive - pays 100%

(i) *Covered Services*

**Diagnostic:**

Provides the necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment. These services include: oral examination and diagnostic services (including necessary dental x-rays).

**Preventive:**

Oral Prophylaxis. Topical application of fluoride. Space maintainers except when used as an activating device.

(ii) *Limitations*

**Diagnostic:**

Examinations are limited to three (3) per calendar year. Panorex or complete mouth radiograph series will be provided only once in a three (3) year period, unless special need is shown. Supplementary bitewing radiographs will be provided at most three times per calendar year.

**Preventive:**

(A) Prophylaxis is limited to three (3) per calendar year.

(B) Topical application of fluoride will only be provided to Covered Persons prior to attaining 19 years of age, and only once per calendar year.

(iii) *Specific Exclusions*

Procedures primarily for the purpose of plaque control (except prophylaxis), oral hygiene, or dietary instructions.

Class II-Basic - pays 80%

(i) *Covered Services*

**Restorative:**

Restorations consisting of silver amalgam, acrylic, plastic or silicate cement (or other material approved by Delta at its sole discretion).

**Oral Surgery:**

Extraction of teeth, as well as minor surgical preparation of the mouth for insertion of dentures, and surgical and adjunctive treatment for minor pathological conditions. General anesthesia when administered by a Dentist.

**Periodontics:**

Necessary procedures for treatment of the tissues supporting the teeth.

**Endodontics:**

Necessary procedures for pulpal therapy and root canal therapy.

**Emergency Care:**

Necessary palliative treatment or other emergency care relating to any eligible dental services under this Contract.

(ii) **Limitations**

(A) Application of sealants (i.e., topically applied acrylic, plastic or composite material used to seal development grooves and pits in teeth for the purpose of preventing decay) is an eligible service only for Dependents under 14 years of age; includes the application of sealants only to permanent molar teeth with the occlusal surfaces intact, no caries (decay), and with no restorations; and does not include any repair or replacement of a sealant on any tooth. (Such repair or replacement is considered to be included in the fee for the initial placement of the sealant.) The application of a sealant is an eligible service only once in a lifetime per tooth.

(B) Curettage is not an eligible service in conjunction with periodontal surgery.

(C) Osseous surgery is an eligible service only once in a three (3) year period.

(D) Periodontal scaling is not an eligible service when provided in conjunction with prophylaxis.

(E) Allowance is made for only one (1) restoration in each tooth surface irrespective of the number of combinations of restorations placed.

(F) Periodontal Prophylaxis will only be an eligible service after a Periodontal Surgical Procedure has been performed.

(iii) **Specific Exclusions**

Surgical procedures to correct congenital malformations or development malformations, and procedures, appliances or restorations solely for cosmetic purposes or to increase vertical dimension, restore occlusion or restore tooth structure lost by attrition.

**Class III - Crowns - pays 80%**

(i) **Covered Services**

Crowns, inlays, and onlays when teeth cannot be restored with silver amalgam, acrylic, plastic or silicate cement (or other material approved by Delta at its sole discretion).

(ii) **Limitations**

(A) Replacement of crowns, inlays, and onlays will be made only after five (5) years have elapsed from the date of prior service.

(B) Porcelain crowns or jackets, cast crowns with acrylic veneers, and/or full cast crowns are not eligible services for children under 12 years of age. An allowance will be made for an acrylic crown or preformed stainless steel crown.

(iii) *Specific Exclusions*

Periodontal splinting and/or crown and bridgework used in conjunction with periodontal splinting.

Class IV - Prosthodontics - pays for 50%

(i) *Covered Services*

Dental Prosthesis is to be provided where masticatory function is impaired and/or teeth are missing. Full or partial dentures should be constructed when deemed necessary to replace missing teeth (not including third molars). The adjustment or repair of existing prosthetic appliances is included.

Fixed bridgework will only be an eligible service when the use of a removable prosthetic device is inadequate.

(ii) *Limitations*

(A) Replacement will be made of an existing denture only if it is unsatisfactory and cannot be made satisfactory. Services which are necessary to make such appliances satisfactory will be provided in accordance with this Contract. Prosthodontic appliances including abutment crowns will be replaced only after five (5) years have elapsed from the date of prior service.

(B) If, in the provision of prosthodontic services, the Covered Person and the Dentist decide on personalized restorations or employ specialized techniques as opposed to standard procedures, Delta will allow the appropriate amount for the standard denture toward such treatment and the Covered Person is responsible for the difference in cost.

(C) A fixed bridge is not an eligible service in conjunction with an allowance for a partial denture in the same arch.

(iii) *Specific Exclusions*

Periodontal splinting and/or crown and bridgework used in conjunction with periodontal splinting.

Class V - Orthodontics - pays for 75%

(i) *Covered Services*

Orthodontic Services for a correctible malocclusion, if prescribed in a Treatment Plan (Attending Dentist's Statement), and consisting of the initial and subsequent installations of orthodontic appliances and all orthodontic treatments concerned with the reduction or elimination of existing malocclusion and its attendant sequelae through the correction of malposed teeth.

(ii) *Limitations*

- (A) All Covered Persons are eligible to receive orthodontic services under this Contract.
- (B) For the purpose of determining benefits available for treatment in progress at the commencement or termination of a Covered Person's coverage hereunder, all orthodontic services shall be deemed to have been rendered on the date such services were performed.
- (C) Delta's obligation to make monthly payments, pursuant to Article IV, Section 1(e), for orthodontic services set forth in an approved Treatment Plan shall cease upon termination of orthodontic treatment for any reason prior to the completion of the services set forth in the Treatment Plan.
- (D) If a Covered Person is receiving orthodontic services when his/her coverage under this Contract begins, Delta shall only be responsible for the cost of that portion of the Covered Person's orthodontic services, determined in accordance with Article IV, Section 1(e), which corresponds to the time period during which the Covered Person is actually covered by this Contract.

(iii) *Specific Exclusions*

- (A) The replacement and/or repair of any appliance furnished under a Treatment Plan shall not be an eligible service under this Contract.
- (B) After the completion of orthodontic services as set forth in a Treatment Plan, any further orthodontic services rendered to the same Covered Person shall not be eligible services under this Contract.

**CHILDREN:**

Unmarried children until the end of the calendar year in which they turn 23.

## APPENDIX D

### VISION PLAN

**ADMINISTERED BY:** N.J. Vision Services Plan

**DEDUCTIBLE:** None

**MAXIMUM BENEFITS:** Vision examination once every (12) months  
Lenses once every (12) months  
Frames once every (12) months  
Contact lenses once every (12) months

**BENEFITS:** Plan pays 100% of charges made by a participating provider except as follows:

**CORRECTIVE LENSES:** The participating provider will order whatever lenses are required to correct any vision deficiency indicated by your examination. Cosmetic or fashion items, such as oversized or light sensitive lenses, are not covered by your plan. They may be, however, selected by you, but their additional cost is payable by you to the provider.

**FRAMES:** Your plan offers you a wide selection of fashionable frames. If, however, you select a frame with a wholesale cost greater than your maximum plan allowance, you will be responsible for payment of that extra cost to the provider.

**CONTACT LENSES:** If your vision acuity cannot be corrected to at least 20/70 in the better eye, or when made necessary due to keratoconus, irregular astigmatism or irregular corneal curvature, the entire cost of contact lenses will be covered.

For contact lenses acquired for cosmetic reasons or any other purposes, the plan will make a fixed dollar indemnification toward their purchase in lieu of all other corrective lenses and frames during the benefit period.

If the covered person does not obtain the benefit form in advance but visits the participating provider as a private patient, the participating provider is not obligated to accept the plan fees as full payment for these services but may elect to charge his usual and customary fees. Services through a nonparticipating provider are reimbursed in accordance with the following schedule:

**PROFESSIONAL FEES:**

Examination, up to	\$35
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**MATERIALS:**

	<b>PAIR</b>
Single Vision, up to	<b>\$25</b>
Bifocals, up to	<b>\$40</b>
Trifocals, up to	<b>\$55</b>
Lenticlar, up to	<b>\$80</b>
Frames, up to	<b>\$35</b>

**CONTACT LENSES:**

Necessary (for visual acuity not correctable to 20/70 in the better eye by use of conventional lenses), up to	\$ 200
All other contact lenses up to	\$ 100

**EXCLUSIONS:**

- Orthoptics or vision training and any associated supplemental testing; plans lenses; or two pair of glasses in lieu of bifocals.
- Replacement of lenses and frames furnished under this plan which are lost or broken except at the normal intervals when services are otherwise available.
- Medical or surgical treatment of the eyes.
- Any examination or any corrective eye wear required by an employer as a condition of employment.

**DEPENDENT CHILDREN:** Unmarried children until the end of the calendar year in which they turn 23.