

Agreement

between

LINDENWOLD BOARD OF EDUCATION

AND

LINDENWOLD EDUCATION
ASSOCIATION

July 1, 2009 – June 30, 2012

Important Contract Timelines

	Article	Page
July		
Contract dates are July 1, 2009 - June 30, 2012	XXXIX	32
August		
The work year for new teachers shall not exceed 189 days	XXI	18
September		
The work year for teachers shall not exceed 185 days	XXI	18
The aides work year may be increased up to 4 days	XXXIII	27
Teachers shall attend 3 evening sessions (see conditions)	XXI	18
Building Liaison shall meet monthly or as needed	VI	8
October 1st		
Transcripts due to BOE for horizontal step advancement	XXXI	26
November 15th		
Fall sports coaches paid Year long activity advisors paid in 3 installments - Nov 15. March 30 and June 15	XXXI	26
December 1st		
Notification to BOE of horizontal step advancement for upcoming year	XXXI	26
Members retiring at end of school year must notify BOE to ensure payment for unused sick days in the year they retire	VIII	11
Sabbatical leave request due by December 3 rd	XXX	25
March 30th		
Coaches paid for winter sports	XXXI	26
April 30th		
Notice of non-renewal to non-tenured teachers	XX	17
May 15th		
Notification to LEA President of staff reassignments and transfers	XXV	22
June 1st		
All teachers given written notice of tentative salary schedule, class and or subject assignment, building assignment and room assignment	XX	17
June 15th		
Coaches paid for spring sports	XXXI	27
June		
No later than ten (10) days before the end of the school year, staff receives annual summary evaluations	XXVIII	24

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PREAMBLE

The Parties to this agreement are the Board of Education of the Borough of Lindenwold, hereinafter called "the Board" and the Lindenwold Education Association, hereinafter called "the Association".

WHEREAS, the Board and the Association have an obligation under current statutes to enter into collective bargaining regarding terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings they wish to confirm in a written agreement.

IN CONSIDERATION OF MUTUAL COVENANTS, the parties hereby agree as follows:

ARTICLE I RECOGNITION

A. Bargaining Unit

The Board recognizes the Association as the majority representative supported by a majority of certificated and support personnel within a bargaining unit consisting of

1. All personnel holding New Jersey Department of Education certificates
2. All office staff personnel
3. All custodial and maintenance personnel
4. All instructional aides
5. All hall monitors

Specifically excluded from the bargaining unit are

1. District office and school level administrators and supervisors
2. Confidential personnel
3. Cafeteria aides

B. Definition of Employee

Unless otherwise indicated, the terms "employee" or "employees" shall mean a member of the defined bargaining unit.

ARTICLE II RECOGNITION OF SUCCESSOR AGREEMENT

A. Bargaining Pledge

In an effort to achieve mutually acceptable agreements, the Board and the Association pledge to bargain in good faith concerning terms and conditions of employment.

B. Exchanging Proposals

Proposals for a successor agreement shall be exchanged between the Board and the Association on a mutually agreed date and time. Clarification and explanation of proposals will occur during bargaining sessions.

C. Authority of the Terms

The parties shall select their own representatives. The parties mutually pledge their representatives shall be clothed with the appropriate authority to make proposals, consider proposals, reach a tentative agreement, and do all that is necessary and proper for bonafide negotiations. It must be clearly understood by the parties that no action binding the Board and that no action binding the Association can be taken other than by ratification by the membership.

D. Existing Work Rules

In accordance with applying statutes, any changes or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

E. Agreement Modification

This agreement shall not be modified in whole or in part by the parties except by written instrument duly executed by both parties.

F. Fully Bargained Agreement

The agreement represents and incorporates the complete final understanding and settlement of all bargainable issues by the parties.

Section A - All employees:

ARTICLE III GRIEVANCE PROCEDURE

- A. A "grievance" is a claim based upon an event or consideration which affects the welfare and/or terms and conditions of employment of an employee/employees or group of employee/employees and/or the interpretation, meaning, or application of any of the provisions of this agreement.
- B. Any employee/employees or group of employee/employees of the staff shall have the right to appeal application of policies and administrative decisions affecting him/them through administrative channels. With respect to his/their personal grievance, he/they shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in representing his/their appeal. He/they shall have the right to present his/their own appeal or designate representative of his/their choosing to appeal with him/them or for him/them at any step in his/their appeal. A complaint of any employee/employees which arises by reason of his/their not being re-employed shall not be subject to the grievance procedure beyond the Board level. No grievance shall be brought to Level I (the informal level) if twenty (20) school days have elapsed since the event or consideration has occurred.
1. Any employee or group of employees who has a grievance or proposal shall discuss it first with his/their principal (or immediate supervisor, if applicable) in an attempt to resolve that matter informally at this level.
 2. If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee/employees within ten (10) school days, he/they shall set forth his/their complaint in writing to the principal. The principal shall communicate his decision to the employee/employees in writing within three (3) school days of receipt of the written complaint.
 3. The employee/employees may, within ten (10) school days, appeal the principal's decision to the superintendent of schools. The appeal to the superintendent shall be made in writing and must set forth the grounds upon which the grievance is based. The superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties, and upon request with the employee/employees or principal separately. He 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 decision in writing along with supporting reason to the employee/employees and the principal.

4. If the aggrieved employee/employees are not satisfied with the disposition of the grievance at the superintendent's level, he they may, within ten (10) school days after a decision by the superintendent, file a grievance in writing to the Board of Education. The Board or a committee thereof, shall review the grievance and shall hold a hearing with the employee /employees and render a decision in writing within thirty (30) school days of receipt of the grievance by the Board.
 5. If the aggrieved employee/employees are not satisfied with the disposition of the grievance at the Board level, he they may within ten (10) school days after a decision by the Board or thirty-five (35) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Grievance Committee submit the grievance to arbitration. If the Grievance Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the aggrieved employee/employees.
 6. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association's Grievance Committee shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon the arbitrator or to receive a commitment from one mutually chosen, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall be bound by rules and procedures of the American Arbitration Association in the selection of an arbitrator.
 7. The arbitrator so selected shall confer with the representative of the Board and the Association's Grievance Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the close of the hearings, or, if the oral hearings have been waived, then from the date the final statements and proofs of the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasons, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or decision which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
 8. The cost for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.
- C. If, in the judgment of the Association's Grievance Committee, a grievance affects a group or class of employee/ employees, the Grievance Committee may submit such grievance in writing to the superintendent directly, and the processing of such grievance shall commence at that level. The Grievance Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
- D.
1. Any aggrieved employee/employees may be represented at all stages of the grievance procedure by himself/themselves or at his/their option by representative(s) selected or approved by the Association's Grievance Committee. The Grievance Committee shall have the right to be present and to state its views at all stages of the grievance procedure.
 2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their selected representatives.
 3. It is understood that all employee/employees, including the grievant shall during and notwithstanding the pendency of any grievance, continue to observe all directives and assignments and applicable rules and regulations of the Board and its administrators until such grievance and any effect thereof shall have been fully resolved, unless the employee/employees determines the directive or assignment will jeopardize the

employee's safety.

- E. When the processing of a grievance goes beyond the school year or falls during the summer months, the parties involved may mutually agree to postpone the process during this time period. The grievance may be mutually postponed by the grievant, the Grievance Committee of the LEA, and the superintendent. If it is postponed, it will begin again at a mutually agreed upon time and level.

ARTICLE IV TEACHER RIGHTS

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey Law or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. A grievance procedure set herein may be instituted.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

- A. Members of the Association mutually scheduled by the parties to participate in meetings, conferences, or in a grievance meeting during work hours, shall suffer no loss in pay.
- B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required.
- D. The Association shall have the use of a bulletin board in staff workrooms and the staff dining room in each school building.
- E. The Association shall have the right to use the interschool mail facilities and school mailboxes as it deems necessary and without the approval of the building principal or other members of the administration, as long as it pertains to Association business.
- F. The Board recognizes the Association as the exclusive representative of the defined bargaining unit and shall not grant representation rights to any other party or organization.
- G. The Association shall have the right to use school office equipment usually available to teachers when such equipment is not in use. The Association and members of the bargaining unit shall reimburse the Board for supplies expended for Association or personal business.
- H. Orientation programs for new teachers may be co-sponsored by the Board and LEA with the LEA obligated to assume such costs as may be mutually agreed upon in planning such programs.
- I. Members of the Association, shall be permitted to leave school at 3: 30 PM for the purpose of attending Association meetings up to eight (8) times per year provided they have worked their eight-hour shift. They may be excused for two additional meetings at the discretion of their supervisors. They may attend ratification meetings.
- J. The Association president and/or co-presidents will have a daily release time of forty (40) continuous minutes at the end of the day to conduct Association business. If the Association president is an elementary teacher, the same concept applies. Whenever possible, this Association period will be backed into a prep period.
- K. Employees may not be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE VI FACULTY ADMINISTRATION LIAISON COMMITTEE

- A. Each building shall establish a building Liaison Committee, consisting of the building principal and Association representatives from each department or grade level to be chosen by the Association. The role of the committee shall be to resolve building concerns that deal with regular operation of the building. Problems that arise in the CST building or administration building shall be handled by a representative at the Middle School. These meetings shall be scheduled as needed by either party. Unresolved issues at the building level shall be moved to the district Liaison Committee
- B. A district Liaison Committee shall be established. Members shall be the superintendent, a Board of Education member, business administrator, Association president, grievance chair, and one rep from each building chosen by the Association. The committee shall meet as needed to deal with issues unresolved at the building level.
- C. The district Liaison Committee will serve in an advisory capacity. While decisions may be reached as to the direction that will be taken, ultimate responsibility for the issues falls to the superintendent and the Board of Education and must be in compliance with State and Federal law requirements of the Department of Education and district goals.

ARTICLE VII INSTRUCTIONAL COUNCIL

- A. The Instructional Council will be made up of both regular members who attend all meetings and resource members who may bring relevant information or experience to the topic at hand. Regular members will include the superintendent, principal of each school, supervisor of curriculum, a Board of Education member, and a teacher representative from each school chosen by the Association. Ad hoc members will be identified and invited based on the topic at hand and their particular area of expertise. Participation by teachers will be voluntary and may include written documentation related to the topic being discussed. Meetings will be scheduled as needed based on the issues to be discussed.
- B. The Instructional Council will serve in an advisory capacity. While decisions may be reached as to the direction that will be taken, ultimate responsibility for the curriculum and instructional program falls to the superintendent and the Board of Education and must be in compliance with State and Federal laws and requirements of the Department of Education and the district's goals.

ARTICLE VIII SICK LEAVE

- A. Absence of Employees
 - 1. General: If possible, follow any specific reporting procedures outlined. If absence extends beyond one day, the school and whenever possible, any other designated assigner should be called during the day so that any substitutes may be notified to continue. All teachers are expected to have an outline of work as an aid to the substitute. No employee will be responsible for calling a substitute to cover his/her absence. Employees who are required to report an absence by telephone will not be required to make more than one call to the designated person for each day's absence. In the event that an employee knows that it will extend for multiple days, the absence can be reported in one call.

Each employee, upon return to school following an absence, shall report on a form supplied by the superintendent the dates of and reason for absence.

Employees will be notified of sick leave expiration and any salary deductions as a consequence of provisions of this article.
- B. Sick Leave Provisions
 - 1. Definition of Terms
 - a. Sick Leave shall be defined as the absence of an employee because of personal illness or because the employee has been quarantined by medical authorities.

2. Entitlement

The following is established with respect to absence of teachers:

- a. Eleven (11) days sick leave are guaranteed with full pay during each school year.
- b. The Board of Education must allow accumulation of sick leave from unused days up to eleven (11) days per year for later use with full pay.
- c. Other leaves of absence with pay may be granted at the discretion of the Board.

C. Limitations on Sick Leave

1. The existence of a legal provision which guarantees eleven (11) sick leave days during a school year does not mean that a teacher may be absent with pay for other reasons than personal illness or quarantine.
2. The provision of this policy permits absence for other reasons with limitations specified in Section D.

D. Other Allowable Absences

Absence for reasons given below not allowable as sick leave will be granted as follows:

1. Up to five (5) consecutive work days for death in the "immediate family" (as described in D.1.a below) without deduction of pay.
 - a. By the "immediate family" is meant spouse, live-in partner, child, parents, brother or sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, regardless of place of residence. "Live in" common domicile partner use language for bereavement purposes only shall not apply to insurance coverage.
2. Teachers shall be granted four (4) personal days per school year with full pay without reason providing these days do not extend a holiday period.
 - a. Temporary leaves of absence, as provided for in bereavement and personal days do not require Board of Education approval. In addition, the Association views bereavement and personal days to be entitlements that require notice to the administration. The use of this leave time can be monitored by the administration to ensure compliance with the provisions of the relevant section of the contract.

Unpaid Leaves of Absences
 - b. The application for unpaid leave of absence would require Board approval to consider the request for leave of absence. The approval or denial of such unpaid leave is controlled by the contract and the facts before the Board at the time of the request. It is understood that if a leave of absence request is rejected, the employee must utilize the grievance procedure for redress. The grievance procedure (Article III, C 3) requires the employee to work during the pendency of any grievance.
3. Such personal leave may not be used to extend major holidays (such as Christmas recess, NJEA Conference, Thanksgiving, or Monday holidays) except for religious reasons. Furthermore, personal leave may not be used during the first or last week of school except for absences during school hours which cannot be avoided.
4. Eleven (11) month employees are eligible for 45 personal days. Twelve (12) month

employees are eligible for five (5) personal days without reason.

5. At the end of each school year, unused personal days, as defined in D 2, shall be transferred to accumulated sick leave except that a total of no more than fifteen (15) days shall be accumulated pursuant to N J S A 18A 30-7.

E. Jury Duty

Upon receipt of a jury duty summons, an employee must submit a copy within five (5) days to the office of the superintendent. These days shall not result in loss of salary or time for the employee if the summons was submitted within five (5) days of receipt in the office of the superintendent.

F. Absences for Professional and Legal Reasons

No deduction in salary will be made if a teacher is absent for professional reasons such as attending a convention, conference or meeting, visiting schools, or on school business relating to the teacher's work, provided that approval has been given in advance by the superintendent and the Board of Education.

G. Schedule of Pay Deduction

1. When an employee has used during any year the sick or personal leave allowed by this policy and all accumulated sick leave allowed under this policy, full deduction (one two-hundredth or one two-hundred fortieth of the annual salary) will be made for each day's absence, unless waived by vote of the Board of Education.
2. When an employee is absent for any reason not recorded in this policy and not excused or excusable under the provisions of this policy, full deduction (one two-hundredth or one two-hundred sixtieth of the annual salary) will be made for each day's absence unless waived by vote of the Board of Education.

- H. As per Statute 18A 30-4, district administration has the right to seek medical certifications as they deem necessary.

I. Report of Reason for Absence

Each employee, upon return to school following absence, shall report on a form supplied by the superintendent the dates and reason for absence.

J. Accumulation of Sick Leave Days

A full-time employee may accumulate for future use at full pay a maximum of eleven (11) days per year less the number of days used. Each day's absence reduces the possible accumulation. There is no limit to the number of days which may be accumulated. Part-time employees will be allowed sick leave in proportion to the time employed.

K. Payment for Unused Sick Days

1. When any employee retires from the district, he/she shall be reimbursed as follows:
 - 2009-12 -- 20 years of service / \$60 00 per day / monetary cap of \$ 11,000
 - 15 years of service/ \$50 00 per day / monetary cap of \$ 11,000
 - 10 years of service / \$40 00 per day / monetary cap of \$ 11,000
- a. The employee, in order to be eligible for this benefit, must notify the Board of Education prior to the adoption of the budget for the fiscal year in which he/she plans to retire (December 1).
- b. If the employee fails to provide such notice, payment shall occur in the following fiscal year. The only exception to this rule would be unforeseen

illness that necessitated retirement.

- c. If an employee with qualified service time dies while in the employ of the Board of Education, his/her heir shall be entitled to the reimbursement under the applicable termination provision.

L. Reports to the Board

The Board secretary shall keep a record of all deductions authorized, all exceptions made, all absences with reasons for same. Employees may be notified when sick leave is used completely. Employees will be informed at contract time of sick leave available.

M. Maternity Cases

An employee who becomes pregnant must apply in writing to the superintendent for a leave of absence at the end of the first trimester or before the end of the fourth month of pregnancies. The Board of Education shall grant such leave or absence without pay, not to exceed more than two (2) years from the effective date of leaving.

N. Reinstatement

1. Leave reinstatement dates shall be July 1 or September 1 if said leave request extends beyond the school year in which the leave request is made. The exception shall be for disability. If request is made for early reinstatement, preference will be given to personnel on leave if an opening becomes available.
2. No experience credit shall be earned while on a child care leave of absence.
3. Short Term Leave (one year or less).

The reinstatement date of an employee to whom a short term leave of absence has been granted shall be mutually determined at the time of the requested leave. Any employee granted a short term leave shall, at his/her request, be restored to the exact same position providing extenuating circumstances do not exist. If an exact same assignment is not possible during the year of reinstatement, the said employee will be guaranteed an option for his/her exact same position the following year.

4. Long Term Leave (more than one but not more than two (2) years.)

In the event that the leave request is for more than one (1) year, the employee must notify the superintendent of his or her intent in writing prior to March 1 of the year in which the reinstatement is requested.

Should such notification not be filed prior to the established date, the contract of the employee shall be terminated with written notice and by action of the Board of Education.

The Board of Education will assume no responsibility for reassignment of such employee to the same school, classroom, grade, or subject. However, the superintendent will try to the best of his or her ability to reassign an employee to the requested classroom and grade considering all factors as not to jeopardize the welfare of the students.

Any teacher adopting an infant child may receive similar leave which shall commence upon his or her receiving de facto custody of said infant or earlier if necessary to fulfill the requirements for the adoption. No teacher on maternity leave shall on the basis of said leave be denied an opportunity to substitute in the Lindenwold School District in the area of her certification or competence.

ARTICLE IX EXTENDED LEAVES OF ABSENCE

A. Public Service

A leave of absence without pay for up to two (2) years may be granted to any employee who joins the Peace Corps, VISTA, the National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full time participant in such programs or accepts a Fulbright scholarship.

B. College Teaching

A tenured teacher may be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.

C. Military Leave

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment. Such leave also will be granted to any employee who wishes to accompany a spouse.

D. Other Leaves of Absence

Other leaves of absence without pay may be granted by the Board of Education for good reason.

E. Return from Leave

1. Upon return from leaves granted pursuant to Sections B and C of this article, employees shall be considered as if they were actively employed by the Board during the leaves and shall be placed on the salary schedule at the level they would have achieved, not to exceed one vertical step, if they had not been absent, provided however, that time spent on such leave shall not count toward the fulfillment of the time requirements for acquiring tenure. If an employee earned sufficient credits to move horizontally on the guide during a leave of absence, the employee shall be placed accordingly on the guide provided the required transcripts are received by October 1 of the year of return.
2. Upon return from an approved leave of absence, previously accumulated sick leave days shall be restored.

F. Extension of Leave

All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE X PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

The Board will agree

- A. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions, or other such sessions which a teacher is required and/or requested by the administration to take provided Board approval is obtained.
- B. The Board will allocate \$700 in each year of this agreement for in-service and workshop programs for the LEA.
- C. Courses required to be taken to acquire permanent certification shall not be paid for by the Board.
- D. The teachers will receive notification of all workshops.
- E. The Board of Education will pay a maximum of \$1,500 reimbursement for all teachers, tenured and non tenured for year one of the contract. In order to receive reimbursement, a teacher must receive a grade of "B" or better for graduate courses pertaining to or enhancing the educational field. Undergraduate courses may also be reimbursed at the same rate with the superintendent's

approval. If a non tenured teacher leaves voluntarily within one (1) year of reimbursement, they will be required to reimburse the district 100 percent of all monies for educational courses. Tenured teachers that leave voluntarily within one (1) year of reimbursement shall reimburse the Board 50 percent of all monies for educational courses. The total cost to the Board of Education in each year of the contract will not exceed \$30,000. If administration requires employee to take course, the Board pays in full not to be deducted from pool or individual's allocation. By December 1 of each year the superintendent will provide Association members with an accounting of remaining funds. Effective July 1, 2010, tuition reimbursement is suspended for one year. Effective July 1, 2011, tuition reimbursement of \$30,000 is restored with maximum reimbursement rate per teacher to be \$1,750.

- F. The Board of Education shall pay \$45 in each year of this agreement per teacher for educational materials purchased at any conference that is approved by the superintendent. Receipts for the purchase must be filed through the principal within ten (10) days.
- G. The Board of Education will pay the maximum of \$400 in each year of this agreement to support staff for job related courses and/or workshops. Payment is subject to prior approval of the superintendent. Payment will be made directly to the vendor when applicable. In the case of courses for black seal, the course will be paid in full by Board, one course per employee. Prior approval is needed by Board secretary, reimbursement will be made to the employee. Employees must pass the course for reimbursement.
- H. Service personnel: Professional development workshops, courses, and conferences, conducted at NJEA Convention may be granted pending prior approval by the superintendent, utilizing the professional development request form. Employees will be required to submit a certificate of attendance to the superintendent's office upon return to the district.

ARTICLE XI INSURANCE PROTECTION

- A. For year one of the agreement, all full time employees (twenty (20) hours or more) shall be entitled to full family health benefits as earned by Amen Health PPO. Description of benefits is in attached appendix A. Effective July 1, 2010, all full-time employees (20 hours or more) shall be entitled to full family health benefits carried by Horizon Direct Access Design 7 (Appendix B attached.)
- B. Effective February 1, 2007, prescription co-pay shall be as follows:
\$20 brand name, \$10 generic, and \$20/\$ 10 mail order for ninety (90) day supply
- C. The Board shall establish a stand alone vision plan with premiums fully paid by the Board for full family by Block Vision. Benefits levels must be equal to or better than the vision benefits of the AmeriHealth PPO provided in Appendix A. A description of vision benefits is in attached Appendix C.
- D. The board agrees to provide dental coverage for full family as currently provided through Horizon and Delta Dental.
- E. The Board agrees to establish a Section 125 (IRS Cost) plan for the purpose of making available a voluntary cash option. The Board agrees to administer and complete all necessary reporting forms in order to satisfy the requirements of the plan.
- F. An employee otherwise entitled to insurance coverage shall have the option to withdraw from any such coverage and to be paid as said forth in the attached appendix. All withdraws from insurance coverage shall be a minimum of one year. The payment shall be in the form of a stipend in each payroll as reflected in Appendix D.
 - 1. Notwithstanding the above, employees who have a change in status (e g , birth of a child, termination of employment, divorce (copy of decree required), legal separation (copy of decree required), death (copy of certificate required), military discharge (form DD214

required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the year provided the employee gives the Board notice of the change in status within thirty (30) days of the event causing change. Otherwise, all elections for a cash option shall be in effect for the entire twelve (12) month benefit period. The Board's obligation for the cash option shall be prorated for those employees subject to a change in status.

- a. Employees may request other good cause which must be presented to the Board for approval.
- b. Return to the benefits plan for reasons other than change of status is subject to the terms of the earner.

ARTICLE XII PROTECTION OF EMPLOYEE AND PROPERTY

- A. The Board of Education will make every effort to provide safe working conditions.
- B. Employees shall immediately report cases of stolen property suffered by them in connection with their employment to the principal or other immediate supervisor. This should be done on appropriate forms. Such notification shall be immediately forwarded to the superintendent by the building principal.
- C. No unit member shall be required to transport students.
- D. Assistance in Assault
 - 1. Any case of assault on an employee on or off school property when the employee is engaged in school business shall be promptly reported in writing to the principal, superintendent, and school nurse.
 - 2. The Board shall provide legal counsel and assistance in accordance with N J S A 18A 16-6 1.
- E. 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.

ARTICLE XIII DEDUCTION FROM SALARY

Deductions shall be made in compliance with Chapter 123, Public Laws of 1974 (N J S A 52 14-15 93) and under rules established by the State Department of Education.

ARTICLE XIV SALARIES AND EXTRA COMPENSATION

- A. The twelve month 10% pay option will be extended to all employees Five (5) days prior to the first pay period is the last date of notification and must be done in writing to the Board secretary. Ten percent of the total monthly pay will be deducted and placed into an employee interest bearing account. Any withdrawals of said moneys are contracted by the employee through a mutually agreed to financial institution.
- B. Employees shall be paid on the 15th and 30th of the months during which they are actively employed. When a pay day falls on or during a school holiday, vacation or weekend, the employees shall receive their paychecks on the last previous working day.
- C. Ten month employees shall receive their final checks and pay schedule for the following year on the last working day in June.
- D. All salary deductions will be made by the secretary in accordance with the statutes.
- E. The Board will provide for payroll deductions for tax-sheltered annuity programs.

- F. Mileage reimbursement shall be made in accordance with Board policy (recognized N. J. reimbursement).
- G. The board shall provide payroll deductions for the South Jersey Federal Credit Union.
- H. The Board agrees to make available electronic direct deposit of employees' paychecks, provided the Employees individually authorize it to do so.
- I. To be eligible for salary increment, all employees must work one (1) day more than half of their work year.
- J. Black Seal License
 - 1. Service personnel holding a Black Seal License shall receive additional compensation as follows:

2009-10	\$500.00
2010-11	\$500.00
2011-12	\$500.00

All custodians must remain in the building for lunch.
- K. The Board shall provide service personnel work boots in each year of the contract. They shall also provide five (5) work shirts which have been personalized (three (3) short sleeved, two (2) long sleeved).
- L. Extra Compensation -- Instructional Aides/Hall Monitors
 - 1. Any time worked outside the length of the normal students' day will be compensated at their hourly rate of pay.

ARTICLE XV POSTINGS AND SUMMER SCHOOL

In the event a summer school teacher is unable to attend due to personal illness and it, in fact, another teacher in the summer school program can and will cover those students left unattended for the day in addition to his or hers, the aforementioned teacher shall suffer no loss of pay. This provision shall be limited to one day per summer session. Thereafter, one thirty-second (32) of the teacher's summer school salary shall be deducted for each day of absence for which the Board must bear the expense of a substitute.

ARTICLE XVI BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. The Board of Education shall allocate funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies, and equipment of quality and quantity to enable teachers to properly fulfill their teaching responsibilities. Extra-curricular coordinators shall be provided with materials to perform their duties.
- B. A revised book and supply list shall be returned to the teachers after the supply list has been approved.
- C. With prior approval of the superintendent, teachers shall be permitted to request the business office to substitute comparable priced items for all no-bid supplies not received prior to October 15. Teacher requests for such items are due in the business office on October 20.

ARTICLE XVII MILEAGE REIMBURSEMENT

- A. Any employee who is required to use his automobile by the Board of Education in the course of the school district's business shall be compensated at the mileage rate allowed by recognized N. J. mileage regulations on July 1 of the preceding school year. The superintendent shall promulgate rules and forms suitable to accomplish this end.
- B. Specialists will be consulted before their schedules are implemented.

ARTICLE XVIII SUBSTITUTES

Substitute Procedure

No classroom teacher or specialist should be required to substitute for a classroom teacher, except in unpredictable emergencies as determined by the administrator. A substitute will be provided in these emergencies as soon as possible.

ARTICLE XIX MISCELLANEOUS PROVISIONS

- A. If any provision of this agreement or any application of the agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and substituting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If any individual contract contains any language inconsistent with this agreement, this agreement during its duration shall be controlling.
- C. Upon ratification by both parties, copies of this agreement shall be printed at the expense of the Board and Association, each paying copies of the printed agreement will be distributed by the Association to its membership. The Board shall provide a copy of the agreement to unit employees hired after the initial distribution.
- D. 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 telegram or registered letter to the Board office and the building housing the LEA President.

Section B: Certificated Staff Only

ARTICLE XX TEACHER EMPLOYMENT/ASSIGNMENT

- A. The district intends to employ only professional staff members who hold, or are entitled to hold, appropriate New Jersey Teaching Certificates.
- B. Each new certificated staff member shall be placed on his/her proper experience step of the salary guide schedule as mutually determined by the superintendent of schools and the candidate, and in no case shall the certificated staff be credited with more experience than actually documented.
- C. Teachers shall be notified of their contract and salary status for the ensuing year by the date recognized by law.
- D. P L C436 (5470) require boards of education to either issue a written notice of non-renewal to non-tenured teachers continuously employed since the preceding September 30 or to offer a contract on or before April 30. Failure to notify will result in automatic re-employment. Also, this requires teachers to reply on or before June 1 or forfeit their position.
- E. The Board of Education agrees there shall be no unnecessary reduction in the number of teachers from the previous year.
- F. All teachers shall be given written notice of their tentative salary schedule class and or subject assignments, building assignment, and room assignments for the forthcoming year by June 1.
- G. In the event that changes in such schedules, class, and/or subject assignment, building assignment, or room assignment are proposed, the employee affected shall be notified not less than five (5) days before the anticipated change in writing by a letter sent to the summer address previously designated by the employee.
- H. The superintendent shall assign newly appointed personnel to areas to which they are certified as

required by law. When circumstances permit, the superintendent shall give tentative notice of assignments to new teachers not later than June 1.

- I. In the event that a certified employee is required to move his/her classroom during the school year, said employee will be granted one (1) professional day provided that the move is administratively driven.
- J. Each employee shall be given a copy of the job description at the beginning of employment in the district or if their job assignment changes to one for which there is a different job description or if there is a change in job description for each specific position.

ARTICLE XXI WORK YEAR

A. School Calendar

Prior to the final adoption of the annual school calendar, the Board will seek and consider the suggestions of the Association. Association suggestions shall be submitted to the superintendent by February 1 of the prior school year. The Board reserves the right to establish and adopt the final school calendar.

- B. 1. During the course of this agreement, the teacher's work year shall not exceed 185 days, with no more than 189 for first year teachers.
- 2. During the course of this agreement, all eleven month employees shall be required to work four (4) additional days between September 1 and June 30, not exceeding 189 days.
- 3. All eleven month employees who are compensated at an additional 1 20 ratio shall be required to work the equivalent of twenty (20) additional days during the period of July and August. All employees who were hired after March 10, 1993 shall be compensated at a 1-0 ratio and shall be ten (10) month employees.

C. Teachers' shall attend three (3) evening sessions per year.

- 1. One (1) open house
- 2. One (1) parent conference
- 3. Other as mutually agreed upon

D. Early Dismissal

The school day for students and teachers on early dismissal days shall include four (4) hours of instruction with the addition of not more than a twenty (20) minute lunch.

- a. Open House
- b. At least the last two (2) days of school
- c. Days preceding the following vacations Thanksgiving and Winter Vacation . Past practice shall prevail regarding all student early dismissal days in terms of the work day for the various categories of employees.

E. The Opening of School

Effective September 1, 2010, the opening for the school year will be as follows:

- 1. The first full day of school shall be for staff in-service activities.
- 2. The next full day shall be uninterrupted and used for classroom preparation. An incidental meeting of no longer than thirty (30) minutes may be scheduled within the workday.

3. Day 3 shall be a full day with students.

ARTICLE XXII WORK DAY AND WORK LOAD

- A. Teachers shall indicate their presence for duty by initialing the teachers' attendance register in the main office. A second register will be placed to record late arrivals. Employees will initial the register and record arrival times. No association member shall be asked to police the attendance or the lateness of another association member.
- B. The starting and ending times of each day shall be determined by the superintendent of schools after consultation with the administrative staff and input from the Teacher - Administration Liaison Committee.
- C. Teaching Load
 1. The normal daily teaching load in grades 5-12 for all teachers shall be 240 minutes.
 - a. Student contact time instructional time shall not exceed the limit set forth above.
 - b. If teacher schedule exceeds time limits above, teacher shall be compensated as follows:

If a teacher is scheduled an additional full class of students on a daily basis for a full school year, that teacher shall receive the full stipend of \$4,000 00. If a teacher is scheduled less than a full class, the payment will be on a pro-rata basis (i.e., such as a full class one day per week for a full year, that teacher shall receive 1/5th of \$4,000 00) and will not forfeit their duty free lunch or their guaranteed prep period.
 - c. All teachers K-12 are guaranteed not less than a 40 minute continuous preparation period and not less than a 40 minute continuous lunch and not more than 47 minutes of duty time per day. On early dismissal days, all teachers K-12 will be guaranteed not less than a 30 minute continuous prep period and not less than a 20 minute continuous lunch period.
 - i. Preparation is to be considered time used in preparation for students and/or classroom, and it is understood that this time may be utilized for meetings and conferences with mutual consent. One prep period per month shall be used for conferences with parents or guardians as determined by the administration.
 - ii. Certified personnel may leave the building without requesting permission during their scheduled duty free lunch periods. Personnel should not overstay their time or a penalty may be imposed. One two-hundredths divided by sixteen or 1/16th of their daily pay may be deducted.
 - d. In those cases where regular substitutes are not available, regular classroom teachers may be used as substitutes during their non-teaching time on a rotating basis.
 - e. Substitute coverage, administratively assigned, shall not exceed five (5) per school year with the following exceptions.
 1. Teachers failing to call to report absence.
 2. Teachers arriving late.
 3. Teachers leaving before the conclusion of the school day for illness or other emergency.

- f. Regular classroom teachers in grades 5-12, assigned as substitutes where preparation will be required and a long-term situation exists, or assigned beyond five (5) periods as noted in 1 e, shall be paid at the rate of \$7 50 per forty (40) minute period.
 - g. Elementary teachers in grades pre K-4, who suffer a loss of guaranteed prep time shall be compensated at a rate of \$7 50 per forty (40) minute period. Payment shall begin with the loss of the sixth (6th) prep period.
2. School nurses that are assigned to teach lessons shall be given a 40 minute prep period, otherwise they are to receive a 15 minute break daily. Nurses will have a forty (40) minute lunch.
 3. Whenever possible, a common preparation period will be scheduled for regular education and special education teachers that do in-class support.
 4. Elementary classroom teachers shall not be required to be present when specialist teachers, such as teachers of physical education, music, art, world languages, and library are working with their students during the normally scheduled rotation time. This normally scheduled rotation time is to be considered preparation time by the teacher so relieved elementary school teachers, including specialist teachers, shall receive preparation time of not less than forty (40) continuous minutes per working day.
 5. No employee other than nurses shall be required to perform nursing services.
- D. Hours and duties for "specialized personnel" (social workers, psychologists, guidance counselors, and learning disability specialists) shall be the same as enumerated in the contract for teachers with the following exceptions.
1. Except in extreme emergencies they will not be assigned to the following:
 - a. Study halls
 - b. Homerooms
 - c. Bus duty
 - d. Corridor duty
 - e. Cafeteria supervision (Guidance counselors may cover cafeteria supervision as needed. They shall not be required to cover any duties listed above.)
 2. They will have one (1) fifteen (15) minute break in the morning.
 3. They will have a forty (40) minute duty-free lunch period.
 4. Guidance counselors who work up to two additional required evening meetings (at the high school only) will be compensated with a flexible time schedule (i e , half day on day of evening meeting or late arrival on the day following an evening meeting.) High school building principal will schedule the flex time.
- E. No certificated personnel shall be required to report for duty earlier than ten (10) minutes before the opening of the pupils' school day and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day, except for duty persons twenty (20) minutes before and bus duty persons twenty-five (25) minutes after, system wide. Also, except as otherwise indicated in F 1 on Fridays and on days preceding holidays and vacations, the teachers' day shall end at the close of the pupils' day. Any other reasons shall require permission by the building supervisor.
- F. Bus Duty Resolution:

Both the LEA and Board acknowledge that there existed a dispute over the calculation of bus duty staffing. Said disagreement preceded the current negotiations for the successor agreement to the current contract and continued to be an issue during negotiations, mediation and fact finding. The parties requested clarification from the fact finder and received in response a memo dated April 26, 2010. The parties now agree as follows as pertains to this issue.

The current practice of bus duty and current bus duty staffing will remain in effect during the term of this agreement. No additional bus runs may be added to any school in the district, be it AM or PM. Any changes to the current practice can only be accomplished through collective negotiations. This is not an intrusion on managerial rights; it is a term and condition of employment.

Middle School – AM or PM bus duty assignments not to exceed a total of two bus duty assignments per week. Assignment is based upon the length of the teacher’s in-school duty assignments.

Middle School Schedules:

Students – 8:00 – 2:45
Teachers – 7:55 – 2:55
AM Bus Duty starts at 7:45
PM Bus Duty ends at 3:05

School 4 – AM or PM bus duty assignments not to exceed a total of four bus duty assignments per week.

School 5 – AM or PM bus duty assignments not to exceed a total of three bus duty assignments per week.

Student Day currently is 8:45 to 3:20
Teacher Day currently is 8:35 to 3:35
AM bus Duty starts at 8:25
PM Bus Duty ends at 3:45

The above schedules shall exist for the same length of day as existed in the 2009-2010 school year. Providing the above parameters are met, no cause of action will exist for a grievance by the LEA.

After-School Meetings

1. All certificated personnel may be required to remain after the end of the regular work day without additional compensation to attend faculty or other professional meetings four (4) days each month. Building meetings conducted on regular school days shall begin no later than fifteen (15) minutes after the end of the regular scheduled student day and district meetings shall begin no later than thirty (30) minutes after the end of the regularly scheduled student day. Every effort will be made to limit the duration of said meetings to one (1) hour. In case of emergency the administration may call one (1) additional meeting per month with consent of LEA.
2. An Association representative may speak to the certificated personnel at any meeting referred to in paragraph F 1 above for at least ten (10) minutes on the request of the representative.
3. The notice and the tentative agenda for any meetings shall be given to certificated personnel at least three (3) days prior to the meeting, except in an emergency. Certificated personnel shall have the opportunity to recommend items for the agenda.

Teachers may volunteer to cover assignments.

The length of the workday for teachers shall be seven (7) hours, except as set forth in Article XXII. F.

ARTICLE XXIII CLASS SIZE

The Board agrees the class sizes shown below are reasonable goals. When class sizes are exceeded, The Board may assign a teacher aide.

Kindergarten	25 (State Law)
First through third grade	28
Fourth through twelfth grade	30

ARTICLE XXIV EDUCATIONAL FACILITIES

- A. Each school shall have the following facilities.
1. Space in each classroom in which teachers may store instructional supplies and materials.
 2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
 3. An appropriately furnished room which shall be reserved exclusively for the use of the teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
 4. A serviceable desk and chair for the exclusive use of each teacher.
 5. Well lighted and clean rest rooms, separate for each sex and separate from the student rest rooms, where possible.
 6. Chalkboard space in every classroom.
 7. A dictionary in every classroom.
 8. Supplies available in each building for traveling specialist(s).
 9. Telephones may be installed in all schools. The Board absolves itself of any and all responsibilities for installations, upkeep, and cost Telephones shall not be used during the teachers' scheduled classes.
 10. Copies of teachers' editions for each teacher's use of all texts used in the courses he/she is to teach.
- B. Upon request of the Association, vending machines shall be installed in the teachers' lounge and teachers' lunch room areas. The profits from all such machines shall be placed in the teachers' Association fund to be used at their discretion.

ARTICLE XXV VOLUNTARY TRANSFER

- A. Staff members who would like to change grade, building and/or subject may file a request with the superintendent. This letter will stay on file for one year and will be reviewed by the superintendent if a vacancy of that nature arises.
- B. By May 15 of each school year, the superintendent shall notify the Association president of Board approved staff reassignments and transfers.

ARTICLE XXVI INVOLUNTARY TRANSFERS AND REASSIGNMENTS

Involuntary transfers and reassignments will be discussed by the teacher involved and the superintendent

before any decision is reached. One day after the decision is communicated to both parties, the teacher(s) and superintendent may put their positions in writing to be filed in the teacher's personnel folder and a copy given to the LEA president.

ARTICLE XXVII VACANCIES

1. Positions shall be posted ordinarily for fourteen (14) calendar days, but no less than seven (7) calendar days, in the district's administrative offices and in clearly identified central locations in each building.
2. Said posting shall clearly set forth the qualifications for the position and will be sent via email.
3. Qualified persons who desire to apply for such vacancies shall file their applications in writing with the office of the superintendent within the time limit specified in the notice.
4. A copy of each posting shall be sent at the time of initial posting to the Association president.
5. All vacancies will be posted via email and in school buildings year round as they arise. During July and August, the superintendent shall mail copies of all postings and vacancies to the LEA president or designee.
6. All summer vacancies shall be posted on the district web page and will be modified anytime there is a change.

ARTICLE XXVIII EVALUATION OF CERTIFIED EMPLOYEES

- A. All certificated employees shall be evaluated only by persons properly certificated by the New Jersey Department of Education to supervise instruction. Members of the same bargaining unit shall not be assigned to evaluate other Association members.
- B. All monitoring and observation of certificated employee performance shall be conducted openly with full knowledge of the staff member. Electronic devices may be used with preliminary preparation. Without the express consent of the certificated employee, a resulting tape or film, record may not be used for any purpose other than fostering the individual professional growth of the staff member and it must be destroyed upon request.
- C. Before any evaluation report is finalized, submitted to the Central Administration or placed in personnel file, such report shall be discussed at a post-evaluation conference of the teaching staff member and the evaluator. Before any evaluation report is finalized and within five (5) working days of the evaluation, teaching staff member(s) shall receive a copy of the written evaluation report. Teachers shall have a minimum of twenty four (24) hours review of the evaluation report before the scheduled post-evaluation conference. That post evaluation must be held within three (3) days of receiving the written evaluation report. The teaching staff member shall have the right to submit a written response to any material within the report or any additional material within fifteen (15) days of the post evaluation conference. This response will be reviewed with the evaluator and must be attached to copies of the report in all file locations.
- D. Every evaluation shall be signed by the evaluator and the certificated employee. The staff member's signature shall not be interpreted as an assent to the report's contents. In no event shall anyone be asked to sign an incomplete evaluation. The contents of the evaluation records shall be held confidential, subject to relevant law and regulations.
- E. Evaluative reports will be presented to the teaching staff member in accordance with the following procedures.
 1. Such reports will be issued in the name of the building principal or immediate administrative supervisor.
 2. Such reports will be addressed to the teaching staff member with copies being forwarded to the superintendent of schools and kept by the building principal or supervisor.

3. Such reports will include:
 - a. Assessment of professional performance during the period since the previous report and the basis for these judgments.
 - b. Specific suggestions as to measures which the teaching staff member might take to improve his/her performance in each of the areas wherein the need or opportunity for professional improvement has been indicated.
 4. Written evaluation report(s) shall be provided to tenured teaching staff members at least once a year, not later than April 1.
 5. Written evaluation reports are to be provided for non-tenured teaching staff members not less than three (3) times per year and not less than once during each semester, however, the number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year.
- F. The annual summary conferences between supervisors and teaching staff members shall be held before the written performance reports are filed. The conferences shall include but not be limited to:
1. Review of the performance of the teaching staff member based upon the job description.
 2. Review of the teaching staff member's progress toward the objectives of the individual professional improvement plan developed at the previous annual conference.
 3. Review of available indicators of pupil progress toward the program objectives.
 4. Review of the annual written performance report and the signing of said report within five (5) working days of the review.
- G. The annual written performance report shall be prepared by the certified supervisor who has participated in the evaluation of the teaching staff member and shall include but not be limited to:
1. Performance areas of strength.
 2. Performance areas needing improvement based upon the job description.
 3. An individual professional improvement plan developed by the supervisor and the teaching staff member.
 4. A summary of available indicators of pupil progress and growth and a statement of how these indicators relate to the effectiveness of overall program and the performance of the individual teaching staff members.
 5. Provision for performance data which has not been included in the report prepared by the supervisor to be entered into the record by the evaluators within ten (10) working days after the signing of the report.
- H. Annual summary evaluation reports are to be provided to teaching staff members not earlier than April 1 and not later than ten (10) working days prior to the last teacher day in June.

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

All files are to be kept at the discretion of the superintendent for reference only Any teacher can ask to see his or her file at any mutually agreed time.

FAIR DISMISSAL PROCEDURE

Dismissal of any type shall be in accordance with State Laws and the Tenure Hearing Act.

No tenured employee shall be disciplined, reprimanded or reduced in rank or compensation or deprived of any professional advantage without just cause.

A verbal reprimand of any employee by administrator, supervisor or board member shall not be delivered publicly or in the presence of other personnel, students or parents whenever possible.

ARTICLE XXIX MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. When, in the judgment of a teacher, a student requires the attention of a principal, a counselor, psychologist, physician, or other specialist, the teacher shall inform the principal or immediate supervisor. The principal shall arrange for a conference among the teacher, appropriate specialist(s) and the principal and/or supervisor to discuss the problem and to decide upon appropriate steps for resolution.
- B. When, in the judgment of a teacher, a student is seriously disrupting the instructional program to the detriment of other students, the teacher may refer the pupil to the principal. In such cases the principal shall arrange as soon as possible a conference between or among the teacher, a supervisor, the pupil's parents/guardians and/or district/school specialists to discuss the problem and to decide upon appropriate steps for resolution.

ARTICLE XXX- SABBATICAL LEAVES

Upon recommendation by the superintendent of schools, sabbatical leave may be granted to any certified teacher by the Board of Education subject to the following conditions:

- A. The leave is used for study in a recognized college or in an approved program to enhance the educational field of the school district granting such a leave.
 - 1. Criteria
 - a. Present verification of intent to attain
 - No less than twelve (12) credit hours of graduate study at a recognized college if intent is for graduate studies.
 - Present at least one interim progress report and a summary report upon which to enhance resources of our district.
 - Upon completion present proof that original intent has been attained.
- B. Requests for sabbatical leave must be received by the superintendent of schools in writing in such form as may be required. Such requests may be in the superintendent's possession no later than December 31 of the fiscal year preceding the school year for which the sabbatical leave is requested.
- C. Notification of applicant selected should be given to applicant by April 15 of the fiscal year preceding the school year in which the sabbatical leave is requested.
- D. The applicant must have completed at least seven (7) consecutive full school years of service in the Lindenwold School District.
- E. The applicant agrees to remain in the Lindenwold School District at least three (3) years following the expiration of a sabbatical leave.
- F. Sabbatical leaves may be granted for less than one (1) school year with sixty percent (60%) pay and a full year of health benefits.
- G. A limit of one (1) sabbatical leave will be extended each year.

- H. No one teacher may receive a sabbatical leave more often than every ten (10) years.
- I. The teacher granted a sabbatical leave will be eligible for the following employment considerations upon return.
 - 1. The salary increments will be added if the employee had been in the Board's active employment during such time of such leave.
 - 2. Accumulated sick leave held immediately prior to such leave shall be retained.
 - 3. Reinstatement date of employees to whom a sabbatical leave of absence has been granted shall be mutually determined at the time of the requested leave. Any teacher granted a sabbatical leave shall at his/her request be restored to the exact same teaching position providing extenuating circumstances do not exist which affect the welfare of more than two classes on the same grade level. If an exact same teaching assignment is not possible during the year of reinstatement, the said teacher will be guaranteed an option for his/her exact same teaching position the following school year.

ARTICLE XXXI SALARIES AND EXTRA COMPENSATION

- A. Horizontal Step Advancement
 - 1. A letter of intent is to be submitted to the superintendent on or before December 1 in the year preceding the status change.
 - 2. Adjustments will be made to teachers obtaining an advanced degree or sufficient credits to warrant adjustment on the salary scale if evidence is presented prior to September 21 (adjustments retroactive to September 1) or February 21 (adjustments retroactive to February 1).
 - 3. Evidence shall be in the form of an official transcript or a certified letter from the college which will be followed later by a transcript.
- B. Salaries of employees covered by this agreement shall correspond to those set forth on the schedules in the salary guides Initial placement on guide shall be by statute. No retroactive adjustments shall be made once placement is made.
- C. Home Instruction
 - 1. The Board will attempt to employ qualified teachers from the Lindenwold Public Schools for home instruction. The rates shall be as follows:

2009-10	\$30.00 per hour
2010-11	\$30.00 per hour
2011-12	\$30.00 per hour

 - a. This rate shall be used for compensation of certified staff for other hourly assignments.
- D. The extra compensation for instruction and coaching covered by this agreement are set forth in the attached schedules.
- E. Any monies to be paid for any extra compensation shall be paid in a single check format which separates out these amounts and allows for separate withholding of taxes.
- F. Coaches for fall sports shall be paid on November 15, coaches for winter sports shall be paid March 30, coaches for spring sports shall be paid on June 15. Employees engaged in year-long activities shall be paid in three (3) installments as follows forty (40) percent on November 15, thirty (30) percent on March 30 and thirty (30) percent on June 15. Date shall apply only if all responsibilities and paperwork have been completed.

ARTICLE XXXII NON-TEACHING DUTIES

- A. The Board retains the right of its administrators, principals and superintendent to assign such duties and responsibilities to the teachers as the administrators determine to be necessary for the efficient operation of the schools. Changes in assignments will be communicated to staff members by administrators as soon as appropriately and efficiently possible.
- B. Monies shall be collected by teachers for lunchroom, pictures and student insurance. Other monies may be collected with prior written approval of the superintendent. No teacher bookkeeping is to be involved. Monies collected are to be sent to the office as early as possible on a daily basis. The teacher is responsible for all monies until turned over to the proper authority. The established money collecting procedures will be continued.

Section C: Non-certified staff members

ARTICLE XXXIII NON CERTIFICATED WORK DAY/WORK LOAD

- A. Secretaries
 - 1. Secretaries shall be entitled to one duty-free fifteen (15) minute break per day.
 - 2. No secretary shall be required to report to work when schools are closed due to inclement weather.
 - 3. The approved office hours will be eight (8) hours per day depending upon the schedule in each building from September 1 to last day of school.
 - a. Office staff has one hour for lunch.
 - 4. Employees may elect to have a one-half hour lunch from July 1 to August 31 in order to shorten their workday by thirty (30) minutes.
 - 5. On early dismissal days preceding holidays and on open house, secretaries may leave early. Secretaries may be asked to return for open house. Last two student days shall be full work days for secretaries.
- B. Instructional Aides
 - 1. During the course of this agreement the instructional aides work year shall be 181 days.
 - a. The aides work year may be increased up to four (4) full days with full pay for in-service to be used at the Board's discretion. This shall be reflected on the September calendar. Notice of such days shall be included in the summer mailing. Any changes shall be done so thirty (30) days prior to the change. These days shall be paid at the regular daily rate and will be pensionable.
 - 2. The work day shall be the same length as the students' day (6.08 hrs . excluding lunch as current), unless students IEP require a modification. All instructional aides will be paid on a salary guide which will be based on the work day reflected above. Time beyond that will be compensated at their hourly rate of pay.
 - 3. Every instructional aide shall have the same length lunch as the teachers in their respective building.
 - 4. Non-certified aides shall not be required to cover classes.
 - 5. All full-time (greater than six hours) instructional aides shall receive a fifteen (15) minute break per day.
 - 6. On early dismissal days, aides may leave early on days preceding a holiday. On conference days and open house, the instructional aides will work a full day or work until

early dismissal and then return for the evening session. This will be determined by the building principal. The students' last two days the assistants may leave early.

C. Hall Monitors

1. During the course of the agreement, the hall monitors work year shall be 181 days.
 - a. The hall monitors work year may be increased up to four (4) full days with full pay for inservice to be used at the Board's discretion. This shall be reflected on the September calendar. Notice of such days shall be included in the summer mailing. Any changes shall be done so thirty (30) days prior to the change. These days shall be paid at the regular daily rate and will be pensionable.
2. The work day shall be the same length as the students' day (6.08 hrs, excluding lunch as current). All hall monitors will be paid on a salary guide which will be based on the work day reflected above. Time beyond that will be compensated at their hourly rate of pay.
3. Each hall monitor shall receive a minimum of a forty minute duty-free lunch per day and one fifteen (15) minute duty-free break per day.
4. On early dismissal days, hall monitors may leave early on days preceding a holiday. On conference days and open house, the hall monitors will work a full day or work until early dismissal and then return for the evening session. This will be determined by the building principal. The students' last two days the hall monitors may leave early.

ARTICLE XXXIV TRANSFER REQUESTS

- A. Should a vacancy occur, it will be posted ordinarily for fourteen (14) working days but no less than seven (7) working days. Employees will indicate their interest by submitting a written response to the notice.
- B. All notices will include the deadline for application and will be posted in clearly identified central locations in each building. Said notice shall set forth the qualifications for the position.
- C. The Association will receive a copy of the notice at the same time of posting.
- D. Notice of transfers or reassignments shall be given to employees as soon as is practical, and except in cases of emergency, not later than three (3) weeks prior to the anticipated transfer.
- E. In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the superintendent shall meet with him/her. The employee may have an Association representative(s) present at such meeting.
- F. Should the Board reassignment require a course to be taken, the Board agrees to pay the full cost of tuition, books, and materials related to the course(s).

ARTICLE XXXV EVALUATION AND FAIR DISMISSAL PROCEDURE

- A. All unit members excluding teachers shall be evaluated by their administrative and/or supervisory personnel at least once a year, in each instance by a written evaluation report and by a conference between the unit member and the evaluator.
- B. All monitoring of the work performance, if it is included in a written evaluation report, shall be conducted openly. The evaluator shall not resort to surveillance/recording devices without the employee's consent.
- C. A unit member shall be given a copy of all evaluation reports at least 24 hours before the conference. No unit member shall be required to sign a blank or incomplete evaluation form. The unit member shall have the right to submit a written response to any material with the written

evaluation report within five (5) school days of the date the post-evaluation conference has been scheduled.

- D. This language is not intended to impede any administrator or supervisor from keeping personal anecdotal notes or references of employees which may become a future part of an employee's personnel file. Said notes are not subject to employee inspection.
- E. No employee shall be reprimanded, reduced in rank, reduced in compensation, deprived of any form of salary increment or increase, terminated, deprived of any form of occupational advantage or benefit, have his employment contract or status or any other form of discipline without just cause.

ARTICLE XXXVI WORK RULES/SERVICE PERSONNEL

A. Absence

- 1. When an employee finds it necessary to be absent due to illness, etc (other than absence approved in advance), at least two (2) hours notice must be given to the immediate supervisor.
- 2. Shift Compensation
 - a. Custodians who work midnight – 8:00 a m shall receive extra compensation at a rate of \$300 per year.
 - b. New employees or existing employees who volunteer may be assigned to work a Tuesday through Saturday shift.
 - c. Ten (10) days notice, except in emergency situations, shall be given to all custodians in the event of a shift change.

B. Call Back Time

Any employee called back to duty for emergencies on other than regular shift will be guaranteed a minimum of two (2) hours pay in addition to their regular pay.

C. Overtime

- 1. Overtime payments shall be as follows:
 - a. All hours worked in excess of forty (40) in one calendar week (Sunday - Saturday) shall be paid at the rate of one and one half (1-1/2) times the established hourly rate of each employee.
 - b. Before using any substitutes, the Board will offer all overtime to Association members unless an emergency situation exists. Regular staff absences shall be filled by substitutes.
 - c. If an employee is absent and has exhausted all entitlements such as sick, personal, or vacation time, then the employee will not be eligible for overtime payments that week
- 2. Overtime lists will be kept by building, not district.
- 3. Association members are asked first in the order of seniority in their respective buildings and thereafter on a rotating basis throughout the list.
- 4. The overtime records will be kept up to date and available. The records shall be updated weekly by the supervisor and available in each building.
- 5. An overtime shift may be divided between Association members at the discretion of a

supervisor provided the Association agrees.

6. Association members may make a written request to have their names removed from the overtime list.
7. Once an Association member removes his name from the overtime list, he may restore his name with one week's written notice.
8. Weekend/holiday boiler watch overtime will be offered to all service personnel with a valid Black Seal License utilizing the agreed upon rotation.
9. Weekend boiler watch overtime will be kept on a separate list but will use the same format as weekday overtime.
10. Overtime arising when an Association member is on sick or personal leave is counted as a refusal.

D. Classification of Employment Probation

1. Employment Probation
 - a. The probationary period for a prospective new employee will be a maximum of ninety (90) working days. The probationary employee shall receive their regular rate of pay.
 - b. At the conclusion of the probationary period, the prospective employee shall either be terminated or offered a contract.
 - c. During the probationary period the prospective employee is non-contractual.

E. Lunch Break

1. The eight (8) hour work shifts will include one (1) 45 minute duty-free lunch period and a fifteen (15) minute break within the day as currently practiced.

ARTICLE XXXVII HOLIDAYS

A. School Service Personnel

1. The holiday schedule for school service personnel will be developed, adopted, and published yearly by the Board after they have established the school calendar.
 - a. Holidays falling on Saturdays will result in the employee being paid a day's pay or receive a compensatory day at the discretion of the Board which will appear in the holiday schedule policy when adopted. In the event the Board recognizes a Friday preceding the Saturday as a school closing day, the Association will also receive said Friday as a holiday and it will be contained in the holiday schedule policy.
 - b. Legal holidays falling on Sunday will be celebrated on the following Monday.

2. Approved Holidays

New Year's Day	Labor Day
Good Friday	Veterans' Day
Easter Monday	Thanksgiving Day
Memorial Day	Christmas Eve
July 4 th	Christmas Day
Martin Luther King Day	New Year's Eve
Presidents' Day	
Thanksgiving Recess	

3. If school is open on Easter Monday, custodians shall report to work. Custodians shall receive a full day's holiday pay in addition to their regular pay.

B. Vacations (non-certified staff)

1. Vacations will be granted on a first come, first serve basis as long as basic staffing needs can be met as determined by the superintendent. No vacations will be granted a week before school starts.
2. Vacation will be initially credited on the first July 1 following employment and every July 1 thereafter.
3. For the purposes of calculating "years of service", the number of years of service will be calculated from the hire date of the employee in a full time status.
4. Vacation time will not be paid to those employees who leave the service of the Board of Education without proper notice. Proper notice is defined as being two (2) weeks' minimum.
5. Vacations - 12-month positions

One to five (1-5) years of employment in the district	Two (2) weeks vacation
Five to ten (5 - 10) years of employment in the district	Three (3) weeks vacation
More than ten (10) years of employment	Three (3) weeks and one (1) day vacation

ARTICLE XXXVIII SUPPORT STAFF SENIORITY AS JOB SECURITY

Seniority is determined from the initial date of employment with the Lindenwold Board of Education for non-certified members of the Collective Bargaining Unit covered by this agreement. An appointed employee shall lose all accumulated school district seniority only if he she resigns or is discharged for cause, irrespective of whether he-she is subsequently rehired by the school district. In the event of a RIF, seniority shall be the determinative factor.

ARTICLE XXXIX DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012, subject to the Association's right to negotiate a successor agreement as provided in Article II. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. IN WITNESS WHEREOF, the Association has caused this agreement to be signed by its president and secretary and the Board has caused this agreement to be signed by its president, attested by its secretary and its (corporate) seal to be placed hereon, all on the day and year first above written.

Lindenwold Education/Association

By Delora Nappi
President

By Jennie H. Angelastro
President

By Rita Mitchell
Secretary

Date July, 28, 2010

Lindenwold Board of Education

By Cathy Moroney
President

By Zenee C. Blizard
Secretary

Date 8/10/10

TEACHERS

YEAR 1

2009-10 Lindenwold

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	Doc
1	45,702	47,177	48,652	50,127	51,602	53,191	55,234
2	45,913	47,388	48,863	50,339	51,813	53,402	55,444
3	46,125	47,599	49,074	50,550	52,025	53,613	55,655
4	46,351	47,826	49,302	50,777	52,251	53,841	55,883
5-7	46,590	48,066	49,541	51,016	52,491	54,080	56,122
8	47,467	48,943	50,418	51,894	53,368	54,956	56,999
9	48,345	49,820	51,296	52,770	54,245	55,834	57,877
10	49,410	50,884	52,359	53,835	55,310	56,898	58,940
11	50,519	51,994	53,469	54,944	56,420	58,008	60,051
12	51,585	53,059	54,535	56,010	57,485	59,074	61,116
13	52,868	54,343	55,818	57,293	58,768	60,357	62,399
14	55,691	57,166	58,641	60,116	61,591	63,180	65,223
15	59,239	60,714	62,190	63,664	65,139	66,728	68,771
16	65,237	66,712	68,188	69,662	71,138	72,726	74,769
17	70,358	71,833	73,308	74,783	76,259	77,847	79,890
Off	76,937	77,812	78,687	80,162	81,638		84,469

Effective February 1, 2007, longevity will only include service to the Lindenwold School District. All those who presently have longevity credit from another school district shall have that longevity credit added to their Lindenwold longevity

Longevity for all years of the contract (based on experience)-

21 years to 22 years	\$1,500
22 years to retirement	\$2,570

TEACHERS

YEAR 2

2010-11 Lindenwold

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	Doc
1	46,339	47,835	49,331	50,826	52,322	53,933	56,004
2	46,553	48,049	49,545	51,041	52,536	54,147	56,218
3	46,768	48,263	49,759	51,255	52,751	54,361	56,432
4	46,997	48,493	49,989	51,485	52,980	54,592	56,662
5	47,240	48,736	50,232	51,728	53,223	54,835	56,905
6-8	48,130	49,626	51,122	52,618	54,112	55,723	57,794
9	49,019	50,515	52,011	53,506	55,002	56,613	58,684
10	50,099	51,594	53,090	54,586	56,082	57,692	59,763
11	51,224	52,720	54,215	55,711	57,207	58,817	60,889
12	52,304	53,799	55,295	56,791	58,287	59,898	61,968
13	53,605	55,101	56,597	58,092	59,588	61,199	63,270
14	56,468	57,964	59,459	60,955	62,451	64,061	66,133
15	60,065	61,561	63,057	64,552	66,048	67,659	69,730
16	66,147	67,643	69,139	70,634	72,130	73,741	75,812
17	71,340	72,836	74,330	75,826	77,322	78,933	81,004
Off	77,919	78,815	79,709	81,205	82,701		85,583

Effective February 1, 2007, longevity' will only include service to the Lindenwold School District. All those who presently have longevity credit from another school district shall have that longevity credit added to their Lindenwold longevity.

Longevity for all years of the contract (based on experience):

21 years to 22 years	\$1,500
22 years to retirement	\$2,570

TEACHERS

YEAR 3

2011-12 Lindenwold

Salary Guide

step	BA	BA+15	BA+30	MA	MA+15	MA+30	Doc
1	46,997	48,514	50,032	51,548	53,065	54,699	56,799
2	47,214	48,731	50,249	51,766	53,282	54,915	57,016
3	47,432	48,948	50,465	51,983	53,500	55,133	57,233
4	47,665	49,182	50,699	52,216	53,732	55,367	57,467
5	47,911	49,428	50,945	52,463	53,979	55,613	57,713
6	48,813	50,330	51,847	53,365	54,881	56,514	58,615
7-9	49,715	51,232	52,750	54,266	55,783	57,416	59,517
10	50,810	52,326	53,844	55,361	56,878	58,511	60,611
11	51,951	53,468	54,985	56,502	58,019	59,652	61,753
12	53,047	54,563	56,081	57,598	59,115	60,748	62,848
13	54,366	55,884	57,401	58,917	60,434	62,068	64,168
14	57,270	58,787	60,303	61,820	63,337	64,971	67,072
15	60,918	62,435	63,953	65,469	66,986	68,619	70,720
16	67,086	68,604	70,121	71,637	73,154	74,788	76,888
17	72,353	73,870	75,386	76,903	78,420	80,054	82,155
Off	78,932	79,849	80,765	82,282	83,799		86,734

Effective February 1, 2007, longevity' will only include service to the Lindenwold School District. All those who presently have longevity credit from another school district shall have that longevity credit added to their Lindenwold longevity.

Longevity for all years of the contract (based on experience):

21 years to 22 years \$1,500

22 years to retirement \$2,570

SECRETARIES

YEAR 1

2009-10 Sect

Salary Guide	
Step	Sect
1	33,621
2-3	33,821
4	34,102
5-7	34,383
8	34,663
9	34,944
10	36,067
11	37,190
12	38,134
13	39,079
14	39,846
15	40,482
16	41,119
17	42,338
18	43,451
19	44,821
20	46,321
21	47,821
22	49,323
Off	50,017

YEAR 2

2010-11 Sect

Salary Guide	
Step	Sect
1	34,177
2	34,377
3-4	34,577
5	34,862
6-8	35,147
9	35,432
10	36,570
11	37,709
12	38,666
13	39,624
14	40,402
15	41,047
16	41,692
17	42,929
18	44,057
19	45,447
20	46,967
21	48,488
22	50,011
Off	50,705

YEAR 3

2011-12 Sect

Salary Guide	
Step	Sect
1	34,757
2	34,957
3	35,157
4-5	35,357
6	35,646
7-9	35,935
10	37,089
11	38,244
12	39,215
13	40,187
14	40,976
15	41,630
16	42,284
17	43,539
18	44,683
19	46,092
20	47,634
21	49,177
22	50,721
Off	51,415

Longevity applies to service within the district for all years of the contract. (Beginning 17 - 19 years \$460); (Beginning 20 -24 years \$510); (Beginning 25 years to retirement \$600.)

AIDES / HALL MONITORS

YEAR 1 <i>2009-10 Aides/HM</i>			YEAR 2 <i>2010-11 Aides/HM</i>			YEAR 3 <i>2011-12 Aides/HM</i>		
Salary Guide Step	A	Hourly	Salary Guide Step	A	Hourly	Salary Guide Step	A	Hourly
1	10,878	9.88	1	11,030	10.02	1	11,186	10.16
2-3	10,987	9.98	2	11,140	10.12	2	11,298	10.27
4	11,292	10.26	3-4	11,450	10.40	3	11,613	10.55
5-7	11,499	10.45	5	11,660	10.60	4-5	11,825	10.75
8	11,963	10.87	6-8	12,130	11.02	6	12,302	11.18
9	12,512	11.37	9	12,687	11.53	7-9	12,867	11.69
10	13,060	11.87	10	13,242	12.03	10	13,430	12.20
11	13,609	12.37	11	13,799	12.54	11	13,995	12.72
12	14,194	12.90	12	14,392	13.08	12	14,597	13.26
13	14,560	13.23	13	14,763	13.42	13	14,973	13.61
14	14,914	13.55	14	15,122	13.74	14	15,336	13.94
15	15,255	13.86	15	15,468	14.06	15	15,687	14.26
16	15,890	14.44	16	16,111	14.64	16	16,340	14.85
17	16,560	15.05	17	16,791	15.26	17	17,030	15.47
18	17,243	15.67	18	17,483	15.89	18	17,732	16.11
19	17,926	16.29	19	18,176	16.52	19	18,434	16.75
20	18,609	16.91	20	18,869	17.15	20	19,137	17.39
21	20,620	18.74	21	20,908	19.00	21	21,205	19.27
OFF	21,384	19.43	OFF	21,672	19.69	OFF	21,969	19.96

Longevity in district for all years in the contract.	Beginning 17-19 years	\$359.00
	Beginning 20 - 24 years	\$632.00
	Beginning 25 years to retirement	\$727.00

CUSTODIANS

YEAR 1

2009-10 Cust

Salary Guide

Step Cust

1 26,897

2-3 27,097

4 27,316

5 27,590

6 28,188

7 29,241

8 30,294

9 31,842

10 33,377

11 35,242

12 37,525

13 40,614

14 43,903

Off 45,828

YEAR 2

2010-11 Cust

Salary Guide

Step Cust

1 27,297

2 27,497

3-4 27,697

5 27,975

6 28,581

7 29,649

8 30,717

9 32,286

10 33,843

11 35,733

12 38,049

13 41,181

14 44,516

Off 46,441

YEAR 3

2011-12 Cust

Salary Guide

Step Cust

1 27,772

2 27,972

3 28,172

4-5 28,372

6 28,987

7 30,070

8 31,153

9 32,744

10 34,323

11 36,241

12 38,589

13 41,766

14 45,148

Off 47,073

Longevity in the district for all years of the contract.

Beginning 17 – 19 years \$359.00

Beginning 20 – 24 years \$407.00

Beginning 25 years to retirement \$502.00

**Extra-Curricular Activities Guide
2009 - 2012**

Most stipends are percentages based on the beginning starting teacher's salary at the BA Step I level.

Year I (06-07) - \$41,649 Year 2 (07-08) - \$43,275 Year 3 (08-09) - \$44,854. All extra curricular guide compensation will be capped at the 2008-09 rates.

Position	Percentage
Concert Band Director	10 0%
Strings Orchestra Director	10 0%
Choir Director	10 0%
Jazz Band Director	6 0%
Marching Band Director	14 0%
2-Asst Marching Band Director	9.0%
Pep Squad (Basketball)	2 0%
Summer Music Instructor	10.5%
Middle School Band Director	5 5%
Middle School Choir Director	5.5%
Audio-Visual Aids	3 0%
Junior/Senior Class Advisor	6.0%
Sophomore Class Advisor	5 0%
Freshman Class Advisor	5.0%
7 th Grade Class Advisor	4 0%
Drama Director	14 0%
Asst Drama Director	8.0%
Drama-Music Director	4 0%
Stage Manager-all auditorium performances	10.0%
Drama - Asst Stage Manager	5.5 %
Drama - Set Builder	5 0%
Drama - Choreographer	1 5%
Stage Manager - Middle School	5.5%
National Honor Society	3.5%
High School Newspaper	5 5%
Middle School Newspaper	4.5%
High School Yearbook - Editorial	6.5%
High School Yearbook - Business	4 5%
Middle School Yearbook	4.0%
High School Student Government	5.5%
Middle School Student Government	5 0%

Public Relations	3.0%
Club Advisors - High School - 28 positions	3.0%
Club Advisors - Middle School - 20 positions	3.0%
Detention Coordinators	3.0%
Elementary AV Coordinator	\$700
Elementary Safety Patrol Coordinator	\$700
Elementary Newspaper	\$700
Elementary Student Government	\$700
Elementary Public Relations	\$700
Elementary Youth Power	\$700
Elementary Peer Mediation	\$700
Elementary Band Instructor	\$750
Elementary Choir Instructor	\$750
Child Study Team Coordinator	\$1000
Middle School Team Leaders	\$2700

The Board retains the right to establish and or abolish extra curricular positions The parties agree that all future curriculum projects shall be paid as a stipend Said stipend shall be negotiated by the parties

**Athletic Activities Guide
2009 - 2012**

All stipends are percentages based on the beginning starting teacher's salary at the BA Step 1 level.

Year 1 (06-07) - \$41,649 Year 2 (07-08) - \$43,275 Year 3 (08-09) - \$44,854. All coaching compensation positions shall be capped at the 2008-09 rates.

Position	Level	Step	Percent
Football	Head	1	14 0%
Basketball		2	15.0%
Wrestling		3	16 0%
	Asst	1	10 0%
		2	11 0%
		3	12 0%
Soccer	Head	1	10 0%
Hockey		2	11 0%
Baseball		3	12 0%
Softball	Asst	1	7 5%
Track & Field		2	8 5%
		3	9 5%
Tennis	Head	1	8 0%
Cross Country		2	9 0%
Bowling		3	10 0%
	Asst	1	5 5%
		2	6 5%
		3	7 5%
Golf	Head	1	5 5%
Strengthening		2	6 5%
Winter'Fall Cheerleaders		3	7 5%
	Asst	1	3 0%
		2	4 0%
		3	5 0%
All Middle School	Head	1	4 0%
Coaches		2	5 0%
		3	6 0%
	Asst	1	3 0%
		2	3 25%
		3	3 5%
Middle School A D		1	9 0%
(stipend for the year)		2	100%
		3	11 0%

Appendix A

**LINDENWOLD SCHOOL DISTRICT
SUMMARY OF MEDICAL BENEFITS
AMERIHEALTH PPO**

	AmenHealth PPO	
	In-Network	Out-of-Network
Primary Care Physician Required	No	No
Deductible (Total combined per year)		
Hospital Facility	None	\$25 per ind \$500 per family
Professional	None	\$250 per ind \$500 per family
Supplemental	None	\$250 per ind \$500 per family
Coinsurance		
Hospital Facility	100%	80%
Professional	100%	80%
Supplemental	100%	80%
Out-of-Pocket Maximum (excluding deductible)	None	\$100 per ind \$2000 per family
Maximums		
Benefit Period	None	\$1 000 000
Lifetime	None	\$1 000 000
HOSPITAL/FACILITY SERVICES		
 Inpatient Services		
Room & Board (semi-private room)	100%	80% after deductible
Intensive Care & Other Hospital Services (therapy diagnostic services blood administration general nursing operating room etc)	100%	80% after deductible
Maternity Benefits	100%	80% after deductible
Organ Transplants	100%	80% after deductible

	AmenHealth PPO	
HOSPITAL/FACILITY SERVICES	In-Network	Out-of-Network
Outpatient Services		
Hospital Services (operating room blood administration general nursing therapy diagnostic services etc)	100%	80% after deductible

Pre-Admission Testing	100%	80% after deductible
Medical Emergency Accidental Injury	\$25 copayment	\$25 copayment
Surgical Center	100%	80% after deductible
Physical rehabilitation	100%	80% after deductible
Diagnostic X-ray and Lab	100%	80% after deductible
Chemotherapy	100%	80% after deductible
Skilled Nursing Facility	100%	80% after deductible
	Unlimited	Unlimited
Home Health Care	100%	80% after deductible
	Unlimited	Unlimited
Hospice Care	100%	80% after deductible

AmenHealth PPO		
PHYSICIAN SERVICES	In-Network	Out-of-Network
Impatient Service		
Physician Services	100%	80% after deductible
Surgical Services	100%	80% after deductible
Obstetrical Services	100%	80% after deductible
Anesthesia	100%	80% after deductible
Diagnostic Therapy, Services	100%	80% after deductible
Outpatient/Out-of-Hospital Services		
Office Visits (including allergy testing related diagnostic therapy services) when medically necessary	100% after \$10 copayment	80% after deductible
Physician Charges Non Surgical	100% after \$10 copayment	80% after deductible
Second Opinion Charges	100% after \$10 copayment	80% after deductible
Maternity Care	100% after \$ 10 copayment (**** visit only)	80% after deductible
Fertility Services	100% after \$10 copayment	80% after deductible
Well Child Care	100% after \$10 copayment	80% after deductible
Child Immunizations Lead Screening	100% after \$10 copayment	80% after deductible
Routine Physicals	100% after \$10 copayment	80% after deductible
Annual Routine Ob Gyn Exam	100% after \$10 copayment	80% no deductible
Maminography	100% after \$10 copayment	80% no deductible
Hearing Exam	100% after \$10 copayment (during routine physical)	80% after deductible (during routine physical)
Therapeutic Manipulations	100% after \$15 copayment	80% after deductible
Physical Speech Occupational & Cognitive Rehab Therapy	100% after \$15 copayment Unlimited	80% after deductible Unlimited

AmenHealth PPO		
SUPPLEMENTAL SERVICES	In-Network	Out-of-Network
Ambulance (Ground Transport Only)	100%	100%

Private Duty Nursing	100%	80% after deductible
Durable Medical Equipment	100% subject to present	80% after deductible subject to present
Diabetic Supplies	100%	80% after deductible
Diabetic Education	100% after \$10 copayment	80% after deductible
Oxygen & Administration	100%	80% after deductible
Wilm's Tumor	100%	80% after deductible
Prosthetic Devices	100%	80% after deductible
Inherited Metabolic Disease	100%	80% after deductible
Fool Orthotics	100%	80% after deductible
Blood Charges	100%	80% after deductible
Vision Benefit	100% after \$10 copayment	No coverage
Lens Reimbursement	\$100 for lens every 24 months	
MENTAL HEALTH-****		
Inpatient Services	100% 35 days per benefit period	80% after deductible 35 days per benefit period
Outpatient Services	100% after copayment Visits 1 - 9 \$10 copay Visits 10-30 \$15 copay	80% after deductible 30 visits per benefit period
SUBSTANCE ABUSE		
Inpatient Services	100% 30 days per benefit period	80% after deductible
Outpatient Services	100% 60 visits per benefit period	80% after deductible
ELIGIBILITY		
Dependent Children	End of the calendar year in which they turn 23	

	AmenHealth PPO	
	In-Network	Out-of-Network
Reasonable and Customary Rules		
Pre Admission Review	Yes	Yes
Continuing Stay Review	Yes	Yes
Service area	AmenHealth Network	Unlimited
Maternity Benefits for dependent	Yes	Yes
Private Duty Nurse Hour	Unlimited	Unlimited
Inpatient Physician Visits	Unlimited	Unlimited
Skilled Nursing Facility Physician Visit	Unlimited	Unlimited
Mandatory Second Opinion	Not needed	Not needed
Home Health Physician Visit	Unlimited	Unlimited
Gatekeeper on Mental Health	Yes	None
Gatekeeper on Substance Abuse	Yes	None

Effective July 1, 2008, the office visit copays will be \$15.00.



DIRECT ACCESS DESIGN 7 Education 15

Lindenwold BOE

Effective 7/1/10

Benefit	In-Network	Out-of-Network
Benefit Period	Calendar Year	
Deductible		
Individual	None	\$100
Family	None	\$250
	Deductible is Calendar Year.	
Coinsurance	100%	70%
Maximum Out of Pocket		
Individual	\$400	\$2,000
Family	\$800	\$5,000
Maximum Out of Pocket is Calendar Year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket.		
Benefit Period Maximum	Unlimited	\$5,000,000
Lifetime Maximum	Unlimited	\$5,000,000
Primary Care Physician Selection	Not Required	
Doctor's Office Visits		
Primary Care Office Visit	100% after \$15 copay A primary care physician is a general or family practitioner, internist or pediatrician	70% after deductible
Specialist Office Visit	100% after \$15 copay A referral is not required to visit a specialist.	70% after deductible
Maternity Visits	100% after \$15 copay Copay applies to 1st visit only	70% after deductible
Allergy Testing and Treatment	100%	70% after deductible
Preventive Care		
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100% after \$15 copay Note: A copay will only apply when an office visit is billed.	70% (no deductible)
Well Child Exams	100% after \$15 copay	70% (no deductible)
Well Child Immunizations and Lead Screening	100%	70% (no deductible)
Diagnostic Procedures		
Laboratory	100% in office or Labcorp 100% in Outpatient facility	70% after deductible
Outpatient X-ray/Radiology Services	100% in office 100% in Outpatient facility	70% after deductible
CT/CTA Scans, PET Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.		
<i>Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.</i>		
Hospital Care		
Inpatient Admission (including maternity)	100%	70% after deductible
Room and Board	100%	70% after deductible
Pre-admission Testing	100%	70% after deductible
Surgery in Hospital	100%	70% after deductible
Inpatient Physician Services	100%	70% after deductible
Outpatient Dept. Services	100%	70% after deductible
Emergency Care		
Emergency Room	100% after \$50 copay Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.	
Ambulance	90%	70% after deductible



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Lindenwold BOE

Effective 7/1/10

Outpatient Surgery		
Hospital Outpatient Surgery	100%	70% after deductible
Surgery in an Ambulatory Surg/Center	100%	70% after deductible
Services performed at a non-participating ambulatory surgery center are reimbursed at Horizon BCBSNJ's Payment Allowance and therefore may result in significant out of pocket costs.		
Mental Health Services		
Inpatient	100%	70% after deductible
Outpatient department	100%	80% after deductible
Office setting	100% after \$15 copay	70% after deductible
Substance Abuse Services		
Inpatient	100%	70% after deductible
Outpatient department	100%	80% after deductible
Office setting	100% after \$15 copay	70% after deductible
Inpatient and Outpatient Mental Health/Substance Abuse Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212.		
Alcohol Abuse Services		
Inpatient	100%	70% after deductible
Outpatient department	100%	70% after deductible
Office setting	100% after \$15 copay	70% after deductible
Alcohol abuse is treated the same as any other illness.		
Other Services		
Acupuncture	100%	70% after deductible
Bariatric Surgery	100%	70% after deductible
Diabetic Education	100% after \$15 copay	70% after deductible
Diabetic Supplies	90%	70% after deductible
Durable Medical Equipment	90%	70% after deductible
Home Health Care	100%	70% after deductible
Hospice Care	100%	70% after deductible
Infertility (including in-vitro fertilization)	100% after \$15 copay	Limited to 4 egg retrievals per lifetime 70% after deductible
Nutritional Counseling	100%	Limited to 3 visits per benefit period 70% after deductible
Orthotics and Prosthetics	100% after \$15 copay	70% after deductible
Physical Rehabilitation Facility Inpatient Services	100%	70% after deductible
Private Duty Nursing	90%	Limited to 30 visits per benefit period (8-hour shifts) 70% after deductible
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100% after \$10 copay	70% after deductible
Skilled Nursing Facility/Extended Care Center	100% up to 120 days	70% after deductible up to 60 days
Therapeutic Manipulation (Chiropractic Care)	100% after \$15 copay	30 visit maximum per benefit period 70% after deductible
Vision - Routine Eye Exam	100% after \$10 copay	Not Covered
Vision Hardware		Not Covered

Silver 100 Plan – Eyewear Only – Employer Paid

Frequency of Benefits:	Frame	Once every 24 months
	Pair of Lenses	Once every 24 months
	Contact Lenses	Once every 24 months

<u>Service/Material</u>	<u>Participating Provider</u>	<u>Non-Participating Provider</u>
Frame	Up to: \$100.00 retail value ¹	Up to: \$100.00 retail value ¹
Lenses (Clear, Standard, Glass or Plastic)		
• Single Vision	Paid in full ¹	Up to: \$25.00 retail value ¹
• Standard Bifocal	Paid in full ¹	Up to: \$40.00 retail value ¹
• Standard Trifocal ¹	Paid in full ¹	Up to: \$45.00 retail value ¹
• Standard Lenticular	Paid in full ¹	Up to: \$80.00 retail value ¹
Contact Lenses ²		
• Elective	Up to: \$125.00 ¹	Up to: \$100.00 retail value ¹
• Medically Required	Paid in full ¹	Up to: \$150.00 retail value ¹

Additional Discounts: Members may also receive a discount of up to 20% from a participating provider's usual and customary fees for eyewear purchases which exceed the benefit coverage. See complete details in the "Value-Added Services Description" section.

Eyewear Copay	\$0	Employee	\$ 3.40/Mo
		Employee + Spouse	\$ 5.80/Mo
		Employee + Child(ren)	\$ 6.15/Mo
		Family	\$ 9.20/Mo

The rates shown are guaranteed for twenty-four (24) months and are valid for 90 days following the issuance of the quote.

Employer Participation requirement: 75% with a minimum of 5 employees enrolled when employer pays greater than 50% of the premium.

¹ Member pays difference in retail price between standard trifocal lenses and progressive lenses if progressive are purchased
² Contact lenses and related professional services (fitting, evaluation and follow-up) are covered *in lieu of* eyeglasses. Coverage to include all contact lens types (i.e. standard daily wear, extended wear, disposable, toric, gas permeable, and bifocal)



INSURANCE INCENTIVE FOR WAIVING BENEFITS

<u>PRESENT COVERAGE</u>	<u>CHANGE COVERAGE TO</u>	<u>REIMBURSEMENT TO EMPLOYEE PER YEAR</u>
MEDICAL		
Family	None	\$3,000.00
Family	Single	\$2,000.00
Family	Parent/Child	\$1,000.00
Parent/Child	Single	\$1,000.00
Husband/Wife	None	\$2,000.00
Husband/Wife	Single	\$1,000.00
PRESCRIPTION		
Family	None	\$1,000.00
Family	Single	\$500.00
Family	Parent/Child	\$500.00
Parent/Child	Single	\$100.00
Husband/Wife	None	\$1,000.00
Husband/Wife	Single	\$500.00
DENTAL		
Family	None	\$300.00
Family	Single	\$200.00
Parent/Child	Single	\$100.00
Husband/Wife	None	\$300.00
Husband/Wife	Single	\$200.00