

**AGREEMENT**

**BETWEEN**

**BERLIN BOROUGH BOARD OF EDUCATION**

**AND**

**BERLIN TEACHERS' ASSOCIATION**

**FROM**

**JULY 1, 2004 TO JUNE 30, 2007**

**PREAMBLE**

This Agreement entered into this day of , 2004 by and between the Board of Education of the Borough of Berlin, hereinafter called the "Board" and the Berlin Teachers' Association, hereinafter call the "Association".

**ARTICLE 1**

**RECOGNITION**

1:1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and the terms and conditions of employment for classroom teachers, nurses, special area teachers, guidance counselor and librarians. Excluded are:

- |   |   |
|---|---|
| a. Superintendent                         | i. LDT/C                                  |
| b. Business Administrator/Board Secretary | j. Instructional Aides and Assistants     |
| c. Principal and Vice Principal           | k. Non Instructional Aides and Assistants |
| d. Community School Coordinator           | l. Secretaries and Clerks                 |
| e. Supervisors                            | m. Custodians and Maintenance             |
| f. Psychologists                          | n. Social Worker                          |
| g. Administrative Assistants              |   |
| h. Cafeteria Workers                      |   |

1:2 Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male gender shall include the female gender.

**ARTICLE 2**

**NEGOTIATION OF SUCCESSOR AGREEMENT**

2:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Laws of 1968, and as amended by Chapters 123, Laws of 1974, in good faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than January 15th of the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the full Board of Education and voted on by the full Board of Education and the Association.

2:2 Pursuant to Chapter 202, Laws of 1968, and as amended by Chapter 123 of 1974, the Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in Article 1 of this Agreement, with any organization other than the Association for the term of this Agreement.

2:3 This Agreement incorporates the entire understanding of the parties on all matters which have been the subject of negotiations. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter covered by this Agreement.

- 2:4 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by their Agreement as established by the rules, regulations, and policies of the Board administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit or responsibility existing prior to its effective date.
- 2:5 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 2:6 To assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, the Board agrees to provide the Association access to all records, data, and information in the possession of the Berlin Borough School District which is in the public domain.

### **ARTICLE 3**

#### **GRIEVANCE PROCEDURES**

- 3:1 Definitions:
- 3:1.1 A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers, including any complaint by an employee that there has been to him a personal loss or injury because there has been a violation, misinterpretation, misapplication, or infringement upon the provisions of this Agreement, or that there has been a violation, misinterpretation or misapplication of established Board policy or as a result of administrative decision pertaining to Board policy or this Agreement.
- 3:1.2 An "aggrieved person" is the person or persons or the Association making the claim.
- 3:2 The purpose of the procedure set forth hereunder is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 3:3 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 3:4 Any aggrieved person may be represented at any or all stages of the grievance procedure by himself, or, at his option, at any stage by a selected representative. When a teacher is not represented by the Association, the Association shall have the right to be present at any stage after the completion of Stage 3.

- 3:5 Procedure:
- 3:5.1 Stage One: A teacher with a grievance shall, within thirty(30) calendar days of its occurrence, first discuss it with his/her immediate superior with the objective of resolving the matter informally.
- 3:5.2. Stage Two: If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within five (5) school days he may set forth his complaint in writing to his immediate superior. The immediate superior shall communicate his decision to the employee in writing within five (5) school days of receipt of the written complaint. The parties will use the attached grievance form ( form 8:1.b.).
- 3:5.3 Stage Three: If the grievance is not satisfactorily resolved under the provisions of Stages One and Two, or if no decision has been rendered by the immediate superior within five (5) school days under the provisions of Stage Two, the teacher may appeal the immediate superior's decision to the Superintendent of schools. The appeal to the Superintendent must be made in writing and must set forth the grounds on which the grievance is based. The Superintendent shall give his decision, in writing, to the employee and the employee's immediate superior with ten (10) school days of receipt of the written grievance.
- 3:5.4 Stage Four: If the grievance is not yet resolved to the employee's satisfaction, he may appeal within ten (10) school days of receipt of the Superintendent's decision to the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. Copies of the request and all related papers shall be given to the Association. The Board, or a committee thereof, shall hold a hearing with the employee within fifteen (15) school days of receipt of the written grievance or the next regular Board meeting, whichever is later, and render a decision in writing with twenty (20) school days of the hearing. If additional grievances are pending, the hearing of more than one grievance may be scheduled for the same meeting.
- 3:5.5 Stage Five: If after the decision of the Board of Education, the aggrieved person is still dissatisfied with the disposition of his grievance, he may request the Teachers' Association to submit it to arbitration. If the Association determines that the grievance is meritorious it shall notify the Board that it wishes arbitration within twenty (20) calendar days after receipt of a request by the aggrieved person.
- 3:5.5.1. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from that arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- 3:5.5.2 The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Only the Board, the aggrieved, and his representative shall be given copies of the arbitrator's report of finding and recommendations. This shall be

accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

3:5.5.3 The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same. Arbitration proceedings shall not take place during school working hours.

3:6 General Provisions:

3:6.1 In the event a grievance is filed at such time that it cannot be processed through all the stages in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. Otherwise, any grievance not processed in accordance with the time limits specified herein shall be deemed relinquished by the aggrieved person.

3:6.2. Administrative failure at any step of this procedure to communicate a decision with the specified time limits shall permit the aggrieved person to proceed promptly to the next stage. The time limits specified at any stage may be extended in any particular instance by agreement between the Superintendent or his designee and the aggrieved.

3:6.3. No aggrieved person nor the Association shall seek any relief until it exhausts its remedies under the grievance procedure.

3:6.4. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.

3:6.5. It is understood that the aggrieved person or persons shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

## **ARTICLE 4**

### **TEACHER RIGHTS AND RESPONSIBILITIES**

4:1 Nothing contained herein shall be construed to deny to or restrict from any teacher or the Board such right as either may have under New Jersey School Laws or other applicable laws and regulation. The rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.

4:2 Any questioning or criticism by a supervisor, administrator, or a board member of a teacher and his instructional methodology and/or professional performance shall be made in confidence and not in the presence of students, parents, or in public gatherings.

4:3 Before any teacher is required to appear before the Board or a Board Committee concerning any matter which could adversely affect the continuation of that teacher in his office, the following steps must be taken:

- a. A meeting with the Superintendent or his designee shall be held.
  - b. The teacher shall be provided with prior written notice of the Board or Committee meeting and the reason(s) for such meeting or interview.
  - c. The teacher shall be entitled to have a representative of the Association present with him at any disciplinary meeting with an administrator or supervisor or with the Board or with a Board Committee occurring under the provisions of this section. This representative may speak on behalf of the teacher at the teacher's request.
  - d. Other meetings between teachers and administrators shall not be subject to the above.
- 4:4 Any suspension of a teacher pending charges may be with or without pay at the discretion of the Board. If without pay it shall be placed in escrow pending outcome.
- 4:5 The teachers shall have the right to make their views known to the administrative personnel regarding the equitable distribution of responsibilities and workload amongst the staff.
- 4:6 A teacher shall have the right to review and to copy, at his expense, the contents of his personnel file with the exception of any documents sent to the Board to be held in confidence. The review of this file must be arranged at a time mutually agreeable to the Superintendent and the teacher and be held in the presence of the Superintendent or his designee.
- 4:7.1 For the purposes of this contract, the workday for teachers shall be 420 minutes or 7 hours in duration. Although the Board has the right to set the starting and ending times, it is anticipated that the normal work day will commence at 7:30 AM for grades 5-8 and 8:05 AM for grades K-4 and terminate at 2:30 PM and 3:05 PM respectively.
- a. Student contact time may be increased by no more than 30 minutes within the aforesaid 420 minutes or seven (7) hours as set forth herein above and as scheduling permits. No teacher shall be scheduled for more than six full teaching periods.
  - b. The additional contact time will be scheduled to insure all contracted preparation time and lunch time shall be worked into the schedule.
  - c. The Gifted and Talented Program and the Instrumental Music Program may, at the determination of the administration, operate on a flexible late schedule at the end of the current school hours.

Middle School Basic Skills and GEPA reading, writing, and math programs may be implemented on a flexible early schedule; i.e., at the beginning of current school hours, at the discretion of the administration. If not enough individuals volunteer for flex assignments, staff may be assigned to flexible sessions based upon the determination of the administration and the needs of the students. The length of the workday for the affected staff shall be consistent with the workday for other staff not assigned to a flexible schedule.

- 4:7.2 The teachers' work year shall consist of 187 days for the duration of this contract.
- 4:7.3 Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or grade level meetings not more than seventeen (17) hours in the school year, nor more than three (3) times in any calendar month. An attempt shall be made to convene such meetings no later than fifteen (15) minutes after the students' dismissal and to limit the duration of the meeting to one and one-half (1.5) hours. No teacher shall be required to remain in attendance at these meetings beyond 4:30 PM for grades K-5, and 4:00 for grades 5-8. The notice of an agenda for any such meeting shall be given to the teachers at least two (2) days prior to the meeting, except in the case of an emergency. Teachers shall have the opportunity to suggest items for the agenda of after school meetings. The provisions of this section shall not prohibit the calling of extra meetings where an emergency situation necessitates such extra meetings. In addition, teachers shall be required to return after the end of the workday for the purpose of attending two (2) evening sessions. The two (2) evening sessions will follow regular school days. There will be no additional compensation for attending these evening sessions. Teachers are permitted to leave with the students on those days when Fall Parent/Teacher Conferences are scheduled.
- 4:8 In order to continue to maximize the educational effort being put forth by the professional staff, which thereby insures the continued excellence in education, the Association agrees that no Association business matters will be discussed during scheduled instruction times but will be permitted during a teacher's lunch time. Meetings will be conducted after the normal workday. All reasonable expenses incurred in support of Association activities will be borne exclusively by the Association.
- 4:9 All teachers shall receive a minimum of 210 minutes preparation time each week. Administration shall make an effort to provide each teacher with 42 continuous minutes of preparation time each day. Preparation time can be used for classroom related activities such as parent conferences, child study team meetings, and teacher observation conferences. All teachers shall have a forty (40) minute duty free lunch. Teachers may be assigned lunchroom supervision in lieu of an instructional assignment without any additional compensation.

## **ARTICLE 5**

### **TEACHER PERFORMANCE AND EVALUATION**

- 5:1 Although this article is titled Teacher Performance and Evaluation, it deals with some specifics of formal classroom observation, which is a small part in the total evaluation of a teacher, and is not to be construed as a total performance and evaluation procedure.
- 5:2 After any formal classroom observation, a written observation report shall be presented to the teacher at a post-observation conference. The purpose of the observations and post-observational conferences will be to specifically discuss ways and techniques for improving the learning situation for the children of our school.
- 5:3 All written evaluations of a teacher which are to be placed in the teacher's personnel file shall be signed by him attesting to the fact that the contents of the evaluation are known to him. No written evaluation may become part of the teacher's personnel file without the teacher's signature. The teacher's signature shall not be construed as other than a simple acknowledgement by the teacher that he has read the evaluation.

- 5:4 The teacher is entitled to attach a written answer or comment to any evaluation, conference report, or other material susceptible to evaluative use which is placed in his file.
- 5:5 During a classroom observation/evaluation, whether formal or informal, no tape recorders or videotape equipment shall be used.

## **ARTICLE 6**

### **FACULTY-ADMINISTRATION LIAISON**

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

## **ARTICLE 7**

### **BOARD RIGHTS AND RESPONSIBILITIES**

- 7:1 The Board reserves to itself, sole jurisdiction and authority over all matters of policy and retains those rights which derive from applicable laws and regulations, subject only to the limitations imposed by the language of this agreement.
- 7:2 It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

## **ARTICLE 8**

### **TEACHER FACILITIES**

- 8:1 The Board will provide facilities for the use of teachers as faculty lounges. These facilities will be reserved for teacher use until 6:00 PM during every normal school day. Although these facilities shall be regularly cleaned by the school custodial staff, teachers shall exercise reasonable care in maintaining the appearances and cleanliness of the lounges.

## **ARTICLE 9**

### **LEAVES OF ABSENCE**

- 9:1 The law requires or permits the following with respect to the absence of teachers:
- a. Ten (10) sick days leave with full pay as guaranteed during each school year.
  - b. The Board of Education must allow accumulations of sick leave from unused days up to ten (10) days per year, for later use with full pay.
  - c. The Board will pay 33 & 1/3% of all accumulated sick time, upon retirement, after fifteen(15) years in the district. . Effective July 1, 2005, all new hires are entitled to a maximum of \$10,000.00 for reimbursement of accumulated sick leave upon retirement. Those employed by the district prior to that date are entitled to a maximum of \$20,000.00 for reimbursement of accumulated sick



leave upon retirement. Notification to the Board shall be required by the December preceding the fiscal year in which payment is to be made. Time on authorized extended leave shall not count as credit toward fifteen (15) years service, but time worked before or after such leave may be counted to total fifteen (15) years. If employment is terminated for other than a RIF, and if reemployment occurs, the previous service will not be applicable to this provision

- 9:2 Absence for reasons given below, not allowable as sick leave, will be granted as follows:
- a. Up to five (5) days leave of absence will be granted to bargaining unit members whose home is saddened by the death of an immediate member of his family (husband, wife, son, daughter, parent, parent-in-law, sister, brother) or any member of the household. At the employees discretion these days may be taken any time prior to the seventh calendar day following interment. The Administration must be notified prior to taking bereavement days.
  - b. Up to three (3) days leave of absence will be granted to bargaining unit members whose home is saddened by the death of a grandparent, grandchild, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. The Administration must be notified prior to taking the bereavement days.
  - c. Up to three (3) days per school year with full pay shall be granted to bargaining unit members for personal reasons. The person applying for leave will notify his immediate supervisor at least twenty-four hours in advance. Emergency leave will be granted when necessary. The 24 hour notification period will be waived. All notifications will be made on form 9:2b appended hereto. For each personal leave day unused at the end of the school year, one day shall be added as an available sick leave day.
  - d. Personal days cannot be taken the day before or after a holiday or school closing.
- 9:3 The Board shall grant leave for purposes of maternity, disability or child-rearing to a teacher upon request, subject to the following stipulations and limitations:
- a. Any teacher who anticipates a, disability, or child rearing leave of absence shall notify the Superintendent in writing of such necessity within sixty (60) days of medical confirmation.
  - b. A teacher shall be entitled to utilize all available sick leave for any disability period as certified by his/her physician. The normal maternity disability period shall be four (4) weeks prior to the birth and six (6) weeks after the birth of a child, subject to the physician's certification.
    1. The Board can request the teacher to produce a certificate from her doctor stating she is not medically able to continue to perform her normal teaching duties by completing form 8:3b appended hereto.
    2. The Board's appointed physician may be requested to agree that she is not medically able to continue to perform her normal teaching duties.
    3. Following the difference of medical opinions between the Board's physician and the teacher's physician, the Board may request expert

consultation in which case the two physicians shall agree in good faith on a third impartial physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on issues of use of sick days during the extended disability period due to the teacher's inability to perform the normal teaching duties.

- c. The Board shall grant a child-rearing leave of absence to a tenured teacher without pay for a period of not more than one (1) year from the effective date of the application for such leave.
  - d. Reinstatement of employees to whom such a leave of absence has been granted shall commence with the next regular school year following expiration of such leave, provided that the application for reinstatement has been made in writing to the Superintendent prior to March first of the calendar year in which reinstatement is requested. If application for reinstatement is not made prior to March first, the contract of the teacher shall be terminated.
  - e. The Board will assume no responsibility for reassignment of such teacher to the same classroom, grade, or subject areas. However, the Superintendent will attempt to his fullest extent to return the teacher to the same grade level that the teacher left.
  - f. No teacher on child-rearing leave shall, on the basis of said leave, be denied an opportunity to substitute in the Berlin Community School in the instructional area of certification or competence.
  - g. Any teacher adopting an infant child shall receive similar leave, as set forth in paragraph c. above, which shall commence upon the teacher receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption.
- 9:4 Employees are entitled to their rights under the Family Medical Leave Act and the Family Leave Act. However, those benefits shall be included in all leaves granted under this Article and not in addition to them.
- 9:5 Other leaves of absence with or without pay may be granted by the Board of Education.

## **ARTICLE 10**

### **SALARIES**

- 10:1 The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- 10:2 Each teacher employed on a ten (10) month basis shall be paid on a biweekly basis. Effective July 1, 2006, pay will be distributed in twenty (20) equal payments on the 15<sup>th</sup> and 30<sup>th</sup> of each month.
- 10:3 When a payday falls on or during a school holiday or when school is closed, other than for an emergency, teachers shall receive their pay on the last previous working day or a date agreed to by the Board and the Association.

- 10:4 Each teacher shall receive his final pay on the last work day in June, provided that he has complied with all closing procedures as required by the Principal.
- 10:5.1 Each teacher choosing summer savings will have the money deposited in their account no later than five working days following the deduction.
- 10:5.2 Each teacher may individually elect to have their salary reduced, in an amount not to exceed limits set by law, and the money transmitted to an annuity. Monies collected for annuities shall be deposited within five working days following the pay from which the money is collected.
- 10:6 The Board agrees to compensate teachers supervising certain extracurricular activities as set forth in Schedule "B" which is attached hereto and made part hereof.
- 10:7 Full-time teachers performing after hours home instruction and summer school instruction at the request of the Administration will be paid at the rate of \$32.00 per hour for 2004-2005, \$ 3200 per hour for 2005-2006, and \$34.00 per hour for 2006-2007.
- 10:8 Payment of monies earned under 10.6 or 10.7 will be paid in the next regular pay after earning or on special "extra-pay" paydays in October, December, February, April , and June.
- 10:9 Teachers who may be required to use their own automobiles to conduct school business at the request of the Administration shall be reimbursed for all such travel according to the current Internal Revenue Service Mileage Reimbursement Schedule.
- 10:10 Teachers shall not be entitled to advancement to the next step on Schedule "A" until after successful completion of six (6) months on the prior step.
- 10:11.1 Effective July 1, 2004, the Board agrees to pay for a maximum of nine (9) credits per year per individual at the Rowan University rate with a maximum amount available for the entire unit of Fifteen Thousand (\$15,000.00) Dollars. Reimbursement is limited to graduate courses. Preference will be given to courses in technical fields (e.g. math, science, computers, etc.) if the balance in this account is reduced to \$1,000. If the amount applied for exceeds the maximum, apportionment will take place after the first payment. Payment for courses will be made upon successful completion of courses and following Board approval at its next regular meeting. Successful completion for reimbursement purposes shall require unit members to receive a grade of "B" or better or "Pass" for courses with a Pass/Fail rating. Courses taken and the request for reimbursement must be approved in advance by the Superintendent and the courses must be in related fields.
- 10:11.2 Teachers who are asked and who volunteer to be trained or to attend meetings during the summer months shall be paid One Hundred (\$100.00) Dollars per full day outside the tuition cap. Payment for meals must be approved prior to approval of the teacher's trip. Teachers who are asked and who volunteer to perform tasks on an hourly basis shall be paid the Home Instruction Rate.
- 10:12 Salary level adjustments shall be made at the August Board meeting. Written requests for adjustment must be submitted to the Superintendent before August first. Any employee taking a late summer course must notify the Superintendent by August first of the pending adjustment on the salary guide. Approval, pending appropriate documentation, may be given at the August Board meeting.

- 10:13 The Board agrees to permit the employees to participate in the South Jersey Credit Union. The business office shall make payroll deductions as authorized by the employee and will forward all monies within five (5) working days following the pay from which the money is deducted.
- 10:14 The Board agrees to permit employees to have their pay directly deposited into their bank account. Employees must notify, and submit the appropriate paperwork, to the business office if they choose this option by the last day in June for the succeeding year.

**ARTICLE 11**

**INSURANCE PROTECTION**

- 11:1 The insurance plan shall be the Aetna/U.S. Healthcare Quality Point of Service Program Inc. as outlined in Appendix A covering, but not limited to such areas as hospitalization, surgical services, anesthesia services, in hospital services, additional outpatient hospital services, other specified services performed by a physician and major medical program. The Board of Education agrees to pay one hundred percent (100%) for a teacher eligible for family coverage ( except as excluded in 11:8 and 11:9). The Board further agrees to pay HMO costs in full not to exceed the cost of the U.S. Healthcare HMO.
- 11:2 At a teacher's option, however, the Board of Education agrees to pay the NJEA endorsed Disability Plan, or any other comparable plan approved by the Board for the full time employee in lieu of 11:1 above. Payment by the Board will not exceed \$1,000.00 per year during the length of the contract. If the employee desires an improved plan, the balance in excess of the amounts provided will be paid by the employee.
- 11:3 The Board agrees to provide a prescription plan as outlined in Appendix "B". The plan shall include a mail order option and a generic drug option. The deductibles shall be \$7 for generic, \$15 for brand and, if by mail, \$14 for generic and \$30 for brand for a 90 day supply. This benefit is available for the full time teacher and his family, (except as excluded in 11:8).
- 11:4 The Board agrees to provide a family dental plan as outlined in Appendix "C", (except as excluded in 11:8). Effective July 1, 2005, the deductible for this dental plan shall be \$50.00 for single coverage, \$150.00 for family coverage with a maximum benefit of \$1500.00 per person per year.
- 11:5 The Board agrees that a retiring teacher with less than 25 pension years of service may continue his group benefits by notifying the Board at retirement. The retiree will be billed semiannually for the group plans selected.
- 11:6 If an employee elects not to take the coverage provided for in 11:1 and 11:2 above, then the employee shall be eligible to receive payment in lieu of benefits as follows:
  - Aetna Premier Single.....\$2,000.00
  - Aetna Premier Family.....\$4,800.00
  - Aetna Patriot V Single.....\$2,300.00
  - Aetna Patriot V Family.....\$5,300.00
  - Aetna Patriot X Single.....\$3,600.00
  - Aetna Patriot X Family.....\$6,100.00

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

- 11:7 This contract confirms compliance with the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
- 11:8 Employees hired after October 1, 1998 will be eligible for only single coverage, at Board expense, for health coverage outlined under section 11:1 above, during their first year of employment. In the second consecutive year of employment they shall be eligible for single coverage under section 11:3 above at Board expense. In the third consecutive year of employment they shall be eligible for single coverage under section 11:4 above at Board expense. In the fourth consecutive year of employment they shall be eligible for all appropriate levels of health coverage as outlined in 11:1, 11:3, and 11:4, at Board expense. Employees may, at their own expense, purchase coverage above the levels outlined at the current Board rates. Eligibility for said benefits shall be determined by the date of hire of the employee. Patriot V shall be the standard for all new employees hired after October 1, 1998.

## **ARTICLE 12**

### **MISCELLANEOUS PROVISIONS**

- 12:1 The parties agree that this agreement is a valid and binding contract upon them.
- 12:2 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, excepting to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- 12:3 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.
- 12:4 Copies of this Agreement shall be prepared at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed and hereafter employed.
- 12:5 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by written notice to the following people:
- a. If by the Association, to the Board via the Superintendent.
  - b. If by the Board, to the Association President via the Superintendent.
- 12:6 The Nurse will be given a record keeping period of the same length as a teacher preparation period, in lieu of a preparation period. The Nurse will not be permitted to leave the building during the times when children are scheduled for lunch four days a

week. The Nurse will notify the main office whenever he leaves the building. The Nurse is to carry a beeper, provided at Board expense, when leaving the building.

- 12:7 Special education preparation periods will be coordinated with the regular teacher preparation period to the best effort of the administration.
- 12:8 Any complaints regarding an employee made to any member of the Administration by any parent, student, or other person which does or may influence evaluation of that unit member shall be made known to the employee.

Employees shall be informed of complaints which will lead to disciplinary action within ten (10) days, including the name of the complainant.

Any complaint concerning a member of the Administration or the Board of Education by a represented member of this contract shall not be in public or to any parent, student, or resident of the community served without first bringing the complaint to the direct attention of the member of the Administration or the Board of Education Member at least ten (10) days prior to any public meeting of the Board.

- 12:9 A tape recorder or videotape equipment may be used for staff development or public relations purposes if mutually agreeable between the teacher and administrator or the supervisor.

**SCHEDULE "A"**

**SALARY GUIDELINES  
2004 – 2005**

<b>Guide Cost Step</b>	<b>BA</b>	<b>BA+ 15</b>	<b>BA+ 30</b>	<b>MA</b>	<b>M+ 15</b>	<b>M+ 30</b>
<b>1</b>	<b>38,698</b>	<b>39,733</b>	<b>40,768</b>	<b>41,802</b>	<b>42,837</b>	<b>43,872</b>
<b>2 – 4</b>	<b>38,898</b>	<b>39,933</b>	<b>40,968</b>	<b>42,002</b>	<b>43,037</b>	<b>44,072</b>
<b>5</b>	<b>39,156</b>	<b>40,191</b>	<b>41,226</b>	<b>42,261</b>	<b>43,296</b>	<b>44,331</b>
<b>6</b>	<b>39,467</b>	<b>40,502</b>	<b>41,537</b>	<b>42,572</b>	<b>43,607</b>	<b>44,641</b>
<b>7</b>	<b>40,882</b>	<b>41,917</b>	<b>42,951</b>	<b>43,986</b>	<b>45,021</b>	<b>46,056</b>
<b>8</b>	<b>42,446</b>	<b>43,481</b>	<b>44,516</b>	<b>45,551</b>	<b>46,586</b>	<b>47,621</b>
<b>9</b>	<b>43,999</b>	<b>45,034</b>	<b>46,069</b>	<b>47,103</b>	<b>48,138</b>	<b>49,173</b>
<b>10</b>	<b>45,706</b>	<b>46,741</b>	<b>47,776</b>	<b>48,811</b>	<b>49,846</b>	<b>50,881</b>
<b>11</b>	<b>47,275</b>	<b>48,310</b>	<b>49,345</b>	<b>50,380</b>	<b>51,415</b>	<b>52,450</b>
<b>12</b>	<b>48,801</b>	<b>49,836</b>	<b>50,871</b>	<b>51,905</b>	<b>52,940</b>	<b>53,975</b>
<b>13</b>	<b>50,346</b>	<b>51,381</b>	<b>52,416</b>	<b>53,451</b>	<b>54,485</b>	<b>55,520</b>
<b>14</b>	<b>51,501</b>	<b>52,536</b>	<b>53,571</b>	<b>54,605</b>	<b>55,640</b>	<b>56,675</b>
<b>15</b>	<b>52,656</b>	<b>53,691</b>	<b>54,726</b>	<b>55,760</b>	<b>56,795</b>	<b>57,830</b>
<b>16</b>	<b>55,341</b>	<b>56,376</b>	<b>57,411</b>	<b>58,446</b>	<b>59,481</b>	<b>60,516</b>
<b>17</b>	<b>60,339</b>	<b>61,434</b>	<b>62,469</b>	<b>63,504</b>	<b>64,538</b>	<b>65,573</b>
<b>18</b>	<b>65,456</b>	<b>66,491</b>	<b>67,526</b>	<b>68,561</b>	<b>69,596</b>	<b>70,631</b>

**SCHEDULE "A"**

**SALARY GUIDELINES  
2005 – 2006**

<b>Guide Cost Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>M+15</b>	<b>M+30</b>
<b>1</b>	<b>40,113</b>	<b>41,184</b>	<b>42,254</b>	<b>43,325</b>	<b>44,396</b>	<b>45,467</b>
<b>2</b>	<b>40,313</b>	<b>41,384</b>	<b>42,454</b>	<b>43,525</b>	<b>44,596</b>	<b>45,667</b>
<b>3 – 5</b>	<b>40,513</b>	<b>41,584</b>	<b>42,654</b>	<b>43,725</b>	<b>44,796</b>	<b>45,867</b>
<b>6</b>	<b>40,834</b>	<b>41,905</b>	<b>42,976</b>	<b>44,046</b>	<b>45,117</b>	<b>46,188</b>
<b>7</b>	<b>42,298</b>	<b>43,369</b>	<b>44,439</b>	<b>45,510</b>	<b>46,581</b>	<b>47,652</b>
<b>8</b>	<b>43,917</b>	<b>44,988</b>	<b>46,058</b>	<b>47,129</b>	<b>48,200</b>	<b>49,271</b>
<b>9</b>	<b>45,523</b>	<b>46,594</b>	<b>47,664</b>	<b>48,735</b>	<b>49,806</b>	<b>50,877</b>
<b>10</b>	<b>47,290</b>	<b>48,360</b>	<b>49,431</b>	<b>50,502</b>	<b>51,573</b>	<b>52,643</b>
<b>11</b>	<b>48,913</b>	<b>49,984</b>	<b>51,054</b>	<b>52,125</b>	<b>53,196</b>	<b>54,267</b>
<b>12</b>	<b>50,491</b>	<b>51,562</b>	<b>52,633</b>	<b>53,703</b>	<b>54,774</b>	<b>55,845</b>
<b>13</b>	<b>52,090</b>	<b>53,161</b>	<b>54,231</b>	<b>55,302</b>	<b>56,373</b>	<b>57,444</b>
<b>14</b>	<b>53,285</b>	<b>54,355</b>	<b>55,426</b>	<b>56,497</b>	<b>57,568</b>	<b>58,638</b>
<b>15</b>	<b>54,480</b>	<b>55,550</b>	<b>56,621</b>	<b>57,692</b>	<b>58,763</b>	<b>59,833</b>
<b>16</b>	<b>57,258</b>	<b>58,329</b>	<b>59,400</b>	<b>60,471</b>	<b>61,541</b>	<b>62,162</b>
<b>17</b>	<b>62,491</b>	<b>63,562</b>	<b>64,633</b>	<b>65,703</b>	<b>66,774</b>	<b>67,845</b>
<b>18</b>	<b>67,724</b>	<b>68,795</b>	<b>69,865</b>	<b>70,936</b>	<b>72,007</b>	<b>73,078</b>



**SCHEDULE "A"**

**SALARY GUIDELINES  
2006 – 2007**

<b>Count</b>	<b>Guide Cost Step</b>	<b>BA</b>	<b>BA+ 15</b>	<b>BA+ 30</b>	<b>MA</b>	<b>M+ 15</b>	<b>M+ 30</b>
1	1 - 3	42,092	43,201	44,310	45,149	46,528	47,637
2	4 - 6	42,292	43,401	44,510	45,619	46,728	47,837
3	7	43,808	44,917	46,026	47,135	48,244	49,353
4	8	45,485	46,594	47,703	48,812	49,920	51,029
5	9	47,148	48,257	49,366	50,475	51,584	52,693
6	10	48,978	50,087	51,196	52,305	53,414	54,523
7	11	50,659	51,768	52,877	53,986	55,095	56,204
8	12	52,294	53,403	54,512	55,621	56,730	57,839
9	13	53,949	55,058	56,167	57,276	58,385	59,494
10	14	55,187	56,296	57,405	58,514	59,623	60,732
11	15	56,425	57,534	58,643	59,752	60,861	61,970
12	16	59,302	60,411	61,520	62,629	63,738	64,847
13	17	64,722	65,831	66,940	68,049	69,158	70,267
14	18	70,142	71,251	72,359	73,468	74,577	75,686

**SCHEDULE "B"**  
**2004-2007**

**SALARY SCHEDULE FOR COACHES/ADVISORS**

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Field Hockey-Head Coach	\$ 2,853	\$ 2,990	\$ 3,134
Field Hockey-Assistant	\$ 1,487	\$ 1,558	\$ 1,633
Soccer-Head Coach	\$ 2,853	\$ 2,990	\$ 3,134
Soccer- Assistant	\$ 1,487	\$ 1,558	\$ 1,633
Boys Basketball-Head Coach	\$ 3,204	\$ 3,358	\$ 3,519
Boys Basketball-Assistant	\$ 1,649	\$ 1,728	\$ 1,811
Girls Basketball-Head Coach	\$ 3,204	\$ 3,358	\$ 3,519
Girls Basketball-Assistant	\$ 1,649	\$ 1,728	\$ 1,811
Cheerleading- Head Coach	\$ 3,204	\$ 3,358	\$ 3,519
Cheerleading- Assistant	\$ 1,649	\$ 1,728	\$ 1,811
Boys Softball- Head Coach	\$ 2,853	\$ 2,990	\$ 3,134
Boys Softball- Assistant	\$ 1,487	\$ 1,558	\$ 1,633
Girls Softball- Head Coach	\$ 2,853	\$ 2,990	\$ 3,134
Girls Softball- Assistant	\$ 1,487	\$ 1,558	\$ 1,633
Student Government	\$ 3,204	\$ 3,358	\$ 3,519
Intramurals	\$ 948	\$ 993	\$ 1,041
Dances, Concerts, Plays Per chaperone/per activity	\$ 91	\$ 95	\$ 100
Photographer/Public Relations	\$ 1,398	\$ 1,465	\$ 1,535
Technology Advisor	\$ 1,398	\$ 1,465	\$ 1,535
Director of Inst. Music	\$ 942	\$ 988	\$ 1,035
Director of Vocal Music	\$ 942	\$ 988	\$ 1,035
Director of Visual Arts	\$ 942	\$ 988	\$ 1,035
Future Act Advisor	\$ 1,500	\$ 1,500	\$ 1,500
Yearbook Advisor	\$ 2,052	\$ 2,151	\$ 2,254
Detention Monitors	\$ 31/hr	\$ 33/hr	\$ 34/hr
Grant Manager *			
\$ 0 - \$ 7,500	\$ 250	\$ 250	\$ 250
\$ 7,501- \$ 15,000	\$ 500	\$ 500	\$ 500
over \$ 15,000	\$ 750	\$ 750	\$ 750

\* Payment contingent upon the successful approval of the grant.

IN WITNESS WHEREOF, the parties have affixed their respective signatures, this day of 2004.

**FOR THE BOARD:**

\_\_\_\_\_  
David Angeline  
President BOE

\_\_\_\_\_  
Frank J. Domin, Jr.  
Secretary

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
Maureen Lynch  
President BTA

\_\_\_\_\_  
Secretary

17.1

**ARTICLE XVII**

**INSURANCE PROTECTION**

- A. The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate, for family plan insurance coverage.
1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of the insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>, when necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
  2. Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include:

All current members of the Clementon Education Association shall remain in the equivalent of their current medical insurance coverage (i.e. Traditional to Patriot X; NJ Plus to Patriot V and HMO to HMO) following the elimination of medical insurance coverage through the State Health Benefits Plan. There shall be no open enrollment until effective July 1, 2007. All newly hired staff shall be enrolled in the HMO, with no open enrollment until effective July 1, 2007. Effective date of change to AETNA shall be sixty (60) days after ratification of this Memorandum of Agreement by both parties.
  3. Effective July 1, 2007, all employees shall have the right to choose one of the three (3) Board of Education offered medical insurance plans enumerated above.
- B. Full family prescription coverage shall be provided by the Board. Co-payments shall be \$10 generic and \$20 brand.
- C. The Board shall provide for the continuance of health care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and Association. Retirement to take place in accordance with the provisions of law.
- D. The Board shall provide to each teacher a description of the health care insurance coverage provided under this Article, with whatever the carrier shall provide.

17.2

## **ARTICLE XVII**

### **INSURANCE PROTECTION**

- E. The Board shall provide dental insurance for each teacher with a work week of 20 hours or more through the Direct Dental Network, a subsidiary of Blue Cross and Blue Shield of New Jersey, or equivalent.
- F. During the life of the within Agreement, the Association may seek to obtain husband and wife, parent and child, as well as, family dental insurance coverage for members of the bargaining unit at their own expense. The Board agrees to make payroll deductions for such insurance coverage, if obtained, but the Board shall not be responsible for the cost of such insurance coverage.
- G. Pursuant to the provisions of the Domestic Partnership Act, during the life of the within Agreement, health care insurance coverage shall be provided to domestic partners of employees under the same conditions as insurance coverage is provided to husband(s)/wife(s) of employees.**
- H. The Board shall provide the health care insurance in accordance with the provisions of this Article XVII to all employees covered under the within Agreement who our employed for twenty (20) or more hours.**

#### Insurance Coverage Opt-Out Provision

Commencing July 1, 2006, Clementon Education Association members may opt-out of the Health Insurance Coverage provided by the Board of Education upon submission of proof of alternative health insurance coverage. The Board of Education shall establish an IRC Section 125 Plan.

- A. Each year the Board shall provide appropriate forms to all employees. Forms must be completed and return to the Business Office no later than May 1<sup>st</sup> of each year.
- B. Employees who elect to waive coverage pursuant to this plan. (i.e., opt out of medical and/or prescription plans) shall be entitled to receive payment as follows:
  - 1. Medical and Prescription  
    Family Coverage to No Coverage                      \$3,000
  - 2. Medical Coverage Only

Family Coverage to No coverage \$2,500

- C. Payment of monies shall be paid in two equal installments. The first installment will be made on the second payday in December. The second installment will be made on the second payday in June of the same school year.
- D. Employees must waive or opt out of such insurance coverage for a full year to be eligible for such payments
- E. Employees who have no other comprehensive insurance coverage shall not be permitted to participate in this plan.

17.3

## **ARTICLE XVII**

### **INSURANCE PROTECTION**

- F. Employees who have initially opted out may not re-enter the plan until open enrollment of the following year (i.e., July 1). Employees, however, may re-enroll without lapse in coverage due to the occurrence of a life event, terminating the other coverage. "Life event" shall cover change of status due to death, divorce, separation of employment, retirement, or unemployment of spouse. Should the employment status of such employee change, there shall be pro-rated payment based upon the time elapsed in the plan. In the event such separation of employment is due to death, his/her estate shall receive such pro-rated payment. Should an employee resign, he/she shall receive pro-rata payment.
- G. The monies paid under the Health Insurance Opt-Out Provision is taxable income and will be treated as such.

**CLEMENTON SCHOOL DISTRICT**  
**Salary Guide 2005-2006**

<u>Step</u>	BA	BA + 15	BA + 30	MA	MA + 15	Ma + 30
1-2	38,043	39,043	40,043	41,343	42,443	43,543
3	38,243	39,243	40,243	41,543	42,643	43,743
4	38,756	39,756	40,756	42,056	43,156	44,256
5	39,907	40,907	41,907	43,207	44,307	45,407
6	40,740	41,740	42,740	44,040	45,140	46,240
7	42,785	43,785	44,785	46,085	47,185	48,285
8	44,795	45,795	46,795	48,095	49,195	50,295
9	46,233	47,233	48,233	49,533	50,633	51,733
10	47,751	48,751	49,751	51,051	52,151	53,251
11	49,848	50,848	51,848	53,148	54,248	55,348
12	51,708	52,708	53,708	55,008	56,108	57,208
13	53,065	54,065	55,065	56,365	57,465	58,565
14	54,664	55,664	56,664	57,964	59,064	60,164
15	55,949	56,949	57,949	59,249	60,349	61,449
16	57,362	58,362	59,362	60,662	61,762	62,862
17	59,470	60,470	61,470	62,770	63,870	64,970
18	61,413	62,413	63,413	64,713	65,813	66,913
19	64,857	65,857	66,857	68,157	69,257	70,357
20	66,795	67,795	68,795	70,095	71,195	72,295

**CLEMENTON SCHOOL DISTRICT**  
**Salary Guide 2006-2007**

<u>Step</u>	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30
1-3	40,235	41,265	42,295	43,635	44,785	45,935
4	40,435	41,465	42,495	43,835	44,985	46,135
5	40,635	41,665	42,695	44,035	45,185	46,335
6	41,483	42,513	43,543	44,883	46,033	47,183
7	43,566	44,596	45,626	46,966	48,116	49,266
8	45,612	46,642	47,672	49,012	50,162	51,312
9	47,077	48,107	49,137	50,477	51,627	52,777
10	48,622	49,652	50,682	52,022	53,172	54,322
11	50,757	51,787	52,817	54,157	55,307	56,457
12	52,652	53,682	54,712	56,052	57,202	58,352
13	54,033	55,063	56,093	57,433	58,583	59,733
14	55,661	56,691	57,721	59,061	60,211	61,361
15	56,969	57,999	59,029	60,369	61,519	62,669
16	58,409	59,439	60,469	61,809	62,959	64,109
17	60,555	61,585	62,615	63,955	65,105	66,255
18	62,533	63,563	64,593	65,933	67,083	68,233
19	66,040	67,070	68,100	69,440	70,590	71,740
20	68,835	69,865	70,895	72,235	73,385	74,535



**CLEMENTON SCHOOL DISTRICT**  
**Salary Guide 2007-2008**

<u>Step</u>	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30
1-4	42,000	43,040	44,080	45,450	46,600	47,800
5	42,700	43,740	44,780	46,150	47,300	48,500
6	42,970	44,010	45,050	46,420	47,570	48,770
7	44,000	45,040	46,080	47,450	48,600	49,800
8	46,070	47,110	48,150	49,520	50,670	51,870
9	47,400	48,440	49,480	50,850	52,000	53,200
10	49,311	50,351	51,391	52,761	53,911	55,111
11	51,268	52,308	53,348	54,718	55,868	57,068
12	52,930	53,970	55,010	56,380	57,530	58,730
13	54,592	55,632	56,672	58,042	59,192	60,392
14	56,221	57,261	58,301	59,671	60,821	62,021
15	57,550	58,590	59,630	61,000	62,150	63,350
16	59,296	60,336	61,376	62,746	63,896	65,096
17	61,164	62,204	63,244	64,614	65,764	66,964
18	64,385	65,425	66,465	67,835	68,985	70,185
19	67,535	68,575	69,615	70,985	72,135	73,335
20	70,500	71,540	72,580	73,950	75,100	76,300

**SCHEDULE B**

**EXTRA-CURRICULAR/ CO-CURRICULAR ACTIVITIES  
COMPENSATION GUIDE**

<b>ACTIVITY</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>
Basketball Head Coach	1,650	1,729	1,812
Assistant Coach	1,100	1,153	1,208
Cheerleading	1,100	1,153	1,208
Student Government	1,100	1,153	1,208
National Junior Honor Society	1,000	1,048	1,098
Band	1,000	1,048	1,098
Chorus	900	943	988
Yearbook	850	891	934
Art Challenge	975	1,022	1,071
Safety Patrol	700	734	769
8th Grade Promotion	600	629	659