

AGREEMENT

BETWEEN

BERLIN BOROUGH BOARD OF EDUCATION

AND

BERLIN TEACHERS' ASSOCIATION

FROM

JULY 1, 2013

TO

JUNE 30, 2016

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PREAMBLE

This Agreement entered into this 22nd day of August 2013, 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".

COMMON CONTRACT LANGUAGE FOR ALL MEMBERS

ARTICLE I - RECOGNITION

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

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

Group A: Employees will consist of Classroom Teachers, Certified School Nurses, Special Area Teachers, Guidance Counselor, and Librarian.

Group B: Child Study Team Employees to include School Psychologist, Learning Disabilities Teacher Consultant and School Social Worker.

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

Group D: Custodial and Maintenance Staff

Excluded are:

- | | |
|------------------------------------------------------------------------|-------------------------------------------|
| a. Superintendent | g. Administrative Assistants |
| b. Business Administrator/Board Secretary | h. Non Instructional Aides and Assistants |
| c. Principal and Vice Principal | i. Secretaries and Clerks |
| d. Supervisors | j. Copy Clerk |
| e. Community Education & Recreation Director/ Curriculum Supervisor | |
| f. School Facility Director | |

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

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

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

- 2:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Laws of 1968, and as amended by 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 bargaining members, be reduced to writing, be signed by the respective Negotiating Teams of the Board and Association, and submitted to the full board and Association for a ratification vote.
- 2:2 Pursuant to Chapter 202, Laws of 1968, and as amended by Chapter 123 of 1974, the Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in Article 1 of this Agreement, with any organization other than the Association for the term of this Agreement.
- 2:3 This Agreement incorporates the entire understanding of the parties on all matters which have been the subject of negotiations. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter covered by this Agreement.
- 2:4 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable, on the signing date of this Agreement, to employees covered by their Agreement, as established by the rules, regulations, and policies of the Board administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit or responsibility existing prior to its effective date.
- 2:5 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 2:6 To assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, the Board agrees to provide the Association access to all records, data, and information in the possession of the Berlin Borough School District which is in the public domain.

ARTICLE III - GRIEVANCE PROCEDURES

3:1 Definitions:

- 3:1.1 A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of a teacher, group of teachers, or other employee represented by the Association in the negotiating unit as described in Article I, including any complaint by an employee that there has been to him a personal loss or injury because there has been a violation, misinterpretation, misapplication, or infringement upon the provisions of this Agreement, or that there has been a violation, misinterpretation or misapplication of

established Board policy or as a result of administrative decision pertaining to Board policy or this Agreement.

- 3:1.2 An "aggrieved person" is the person or persons or the Association making the claim.
- 3:2 The purpose of the procedure set forth hereunder is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of any employee represented by the Association in the negotiating unit as described in Article I,. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 3:3 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 3:4 Any aggrieved person may be represented at any or all stages of the grievance procedure by himself, or, at his option, at any stage by a selected representative. When an employee is not represented by the Association, the Association shall have the right to be present at any stage after the completion of Stage 3.
- 3:5 Procedure:
- 3:5.1 Stage One: An employee with a grievance shall, within thirty (30) calendar days of its occurrence, first discuss it with his/her immediate superior with the objective of resolving the matter informally.
- 3:5.2 Stage Two: If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within five (5) school days, he may set forth his complaint in writing to his immediate superior. The immediate superior shall communicate his decision to the employee in writing within five (5) school days of receipt of the written complaint. The parties will use the attached grievance form (Article III Schedule A.).
- 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 employee may appeal the immediate superior's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds on which the grievance is based. The Superintendent shall give his decision, in writing, to the employee and the employee's immediate superior within ten (10) school days of receipt of the written grievance.
- 3:5.4 Stage Four: If the grievance is not yet resolved to the employee's satisfaction, he may appeal within ten (10) school days of receipt of the Superintendent's decision, to the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. Copies of the request and all related papers shall be given to the Association. The Board, or a committee thereof, shall hold a hearing with the employee within fifteen (15) school days of receipt of the written grievance or the next regular Board meeting, whichever is later, and render a decision in writing within twenty (20) school days of the

hearing. If additional grievances are pending, the hearing of more than one grievance may be scheduled for the same meeting.

3:5.5 Stage Five: If, after the decision of the Board of Education, the aggrieved person is still dissatisfied with the disposition of his grievance, he may request the Association to submit it to arbitration. If the Association determines that the grievance is meritorious, it shall notify the Board that it wishes arbitration within twenty (20) calendar days after receipt of a request by the aggrieved person.

3:5.5.1 Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from that arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the 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 within the specified time limits shall permit the aggrieved person to proceed promptly to the next stage. The time limits specified at any stage may be extended in any particular instance by agreement between the Superintendent or his designee and the aggrieved.

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

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

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

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

ARTICLE IV - EMPLOYEE RIGHTS AND RESPONSIBILITIES

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

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

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

a. A meeting with the Superintendent or his designee shall be held.

b. The employee shall be provided with prior written notice of the Board or Committee meeting and the reason(s) for such meeting or interview.

c. The employee shall be entitled to have a representative of the Association present with him at any disciplinary meeting with an administrator or supervisor or with the Board or with a Board Committee occurring under the provisions of this section. This representative may speak on behalf of the employee at the employee's request.

d. Other meetings between employee and administrators shall not be subject to the above.

4:4 Any suspension of an employee pending charges may be with or without pay at the discretion of the Board. If without pay, it shall be placed in escrow pending outcome.

4:5 The employee shall have the right to make their views known to the administrative personnel regarding the equitable distribution of responsibilities and workload amongst the staff shall be made in confidence and not in the presence of students, parents, or in public gatherings.

4:6 An employee 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 employee and be held in the presence of the Superintendent or his designee.

ARTICLE V - FACULTY-ADMINISTRATION LIAISON

5:1 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 VI - BOARD RIGHTS AND RESPONSIBILITIES

6:1 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.

6:2 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 VII - SCHEDULE B

7:1 The Board agrees to compensate eligible employees contracted for supervising certain extracurricular activities as set forth in Schedule "B" (see appendix) which is attached hereto and made part hereof.

ARTICLE VIII - HEALTH BENEFIT CONTRIBUTIONS UNDER CHAPTER 78, P.L. 2011 – SCHEDULE E

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

ARTICLE IX - FORMS

Form 9A: Request for Credit Due to Absence
Form 9B: Disability Request

REQUEST FOR CREDIT DUE TO ABSENCE – FORM 9.A

Please complete all areas, print, sign, and forward to your immediate supervisor for approval.

Employee: _____

Today's Date: _____

Position Type (Check One): Administrative Instructional Non-Instructional

Please indicate dates for specific leave type requested.

Personal Leave (see below*): _____ Date(s): _____

Sick Leave: _____ Date(s): _____

Professional Business: _____ Date(s): _____

Vacation: _____ Date(s): _____

Jury Duty: _____ Date(s): _____

Bereavement: _____ Date(s): _____

Denote Relationship: _____

Worker's Compensation: _____ Date(s): _____

Compensatory Time: _____ Date(s): _____

*All personal day requests are to be submitted to the Superintendent through the Principal at least 24 (twenty-four) hours in advance of the day requested. Requests received less than 24 twenty-four hours in advance will be considered for only extreme emergency reasons. Personal days may be taken the day before or the day after a holiday or school closing in accordance with the BTA Agreement, Article 9:2 (d). Your signature below indicates that this day is personal in nature and is business that cannot be conducted at some other time other than when school is normally in session.

Signatures/Approvals

Employee Signature _____ Date _____ Approved:
 W/Pay W/O Pay Not

Approved Immediate Supervisor Signature _____ Date _____
 W/Pay W/O Pay Not

Approved Business Administrator Signature _____ Date _____
 W/Pay W/O Pay Not

Approved Superintendent Signature _____ Date _____

District Use Only:

Days Remaining: _____ Personal _____ Sick _____ Vacation

Copies To: Supervisor CER Board Office Employee

DISABILITY REQUEST – FORM 9.B

BERLIN BOROUGH COMMUNITY SCHOOL

Request for expected temporary disability leave/pregnancy

Name _____

School _____

Part I

To be completed by your physician:

_____ is under my care, and at this time I expect her to be temporarily disabled from _____ to _____. I understand that these dates may be altered at a later time due to the nature and possible extent of the disability.

Signed

Part II

To be completed by the employee:

Please check the appropriate item below:

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

Signed

Form 9:B

ARTICLE X - MISCELLANEOUS PROVISIONS

- 10.1 The parties agree that this Agreement is a valid and binding contract upon them.
- 10.2 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.
- 10.3 Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 10.4 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.
- 10.5 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.
- 10.6 Any complaints regarding an employee made to any member of the Administration by any parent, student, or other person which does or may influence evaluation of that unit member shall be made known to the employee.
- 10.7 Employees shall be informed of complaints which will lead to disciplinary action within ten (10) days, including the name of the complainant.
- 10.8 Any complaint concerning a member of the Administration or the Board of Education by a represented member of this contract shall not be in public or to any parent, student, or resident of the community served without first bringing the complaint to the direct attention of the member of the Administration or the Board of Education Member at least ten (10) days prior to any public meeting of the Board.

GROUP A: TEACHERS

ARTICLE A:1 - TEACHER WORKDAY AND WORK YEAR

- A:1 For the purposes of this contract, the workday for teachers shall be 420 minutes or seven (7) hours in duration. Although the Board has the right to set the starting and ending times, it is anticipated that the normal workday 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. Teachers working 32 hours or more per week are considered full-time staff.
- A:1.a Student contact time may be increased by no more than 20 minutes for morning arrival duty and 10 minutes for afternoon dismissal duty within the aforesaid 420 minutes of seven (7) hours as set forth herein above and as scheduling permits. No teacher, with the exception of those on a flex schedule, shall be scheduled for more than six full teaching periods.
- A:1.b The instructional programs and any shared services may, at the determination of the administration, operate on a flexible schedule.
- A:1.c Teachers may be assigned to non-instructional additional duties requiring student contact time provided that they are compensated at forty (\$40.00) dollars per hour. Assignment of additional duties shall be on a voluntary basis.
- A:1.2 The teachers' work year shall consist of 185 days for each year within the duration of this contract.
- A:1.3 Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty, grade level meetings, and/or training sessions, not more than seven and a half hours in the school year, nor more than two (2) times in any calendar month. An attempt shall be made to convene such meetings no later than ten (10) minutes after the students' dismissal and to limit the duration of the meeting to forty-five (45) minutes. No teacher shall be required to remain in attendance at these meetings beyond 3:50 PM for grades K-4, and 3:15 PM for grades 5-8. The provisions of this section shall not prohibit the calling of extra meetings where an emergency situation necessitates such extra meetings.
- In addition, all teachers, regardless of full or part-time status, shall be required to return after the end of the workday for the purpose of attending two (2) evening sessions. Back to School Night shall follow a regular school day while Fall Parent/Teacher Conferences shall be an early dismissal day for both students and staff. There will be no additional compensation for attending these evening sessions. The start and end time will be set by the building principal but shall not exceed two (2) hours in duration.
- A:1.4 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.

- A:1.5 All teachers shall receive a minimum of 225 minutes preparation time each week. All part-time teachers shall receive preparation minutes pro-rata. Administration shall make an effort to provide each teacher with forty-five continuous minutes of preparation time each day. Preparation time can be used for classroom related activities such as Professional Learning Communities (PLC), parent conferences, child study team meetings, and teacher observation conferences. Administration may assign up to three (3) PLC s per month, but not more than one time per week, during the teachers' preparation period.
- A:1.6 All teachers shall have a forty five (45) minute duty free lunch. Teachers may be assigned lunchroom supervision in lieu of an instructional assignment without any additional compensation.
- A:1.7 **Flex Option.** Teachers may voluntarily apply to participate in after school training, not to exceed a total of 6 hours and without additional compensation, and where participants are then excused from attending a scheduled in-service day. Those who do not volunteer cannot be required to attend after school trainings, but then be required to attend all in-service days. In-service exchange to be determined by principal.
- A:1.8 Effective July 1, 2013, new personnel may be required to attend up to one (1) additional day over the work year set forth in A:1.2 during their first year of work. Additional days will be compensated as per A:5.12.c and A:5.12.d.

ARTICLE A:2 - TEACHER PERFORMANCE AND EVALUATION

- A:2 Although this article is titled Teacher Performance and Evaluation, it deals with some specifics of formal classroom observation, which is only a part of the total evaluation of a teacher, and is not to be construed as a total performance and evaluation procedure.
- A:2.1 All certificated staff will follow AchieveNJ mandate.
- A:2.2 After any formal classroom observation, a written observation report shall be presented to the teacher at a post-observation conference within ten (10) working days of the observation. Subsequent observations shall not take place for that teacher until after the post-observation conference of prior observation has taken place; except where observations being conducted are following the twenty (20) minute back-to-back observation model during the same instructional period. The purpose of the observations and post-observation conferences will be to specifically discuss ways and techniques for improving the learning situation for the children of our school.
- A:2.3 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 and/or a statement indicating that a teacher refused to sign in the event that it occurs. The teacher's signature shall not be construed as other than a simple acknowledgement by the teacher that he/she has read the evaluation.
- A:2.4 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, provided that it is provided within five (5) business days after the post conference, barring the teacher is not absent due to unforeseen circumstances.

A:2.5 During a classroom observation/evaluation, whether formal or informal, no tape recorders or videotape equipment shall be used.

ARTICLE A:3 - TEACHER FACILITIES

A:3.1 The Board will provide facilities for the use of teachers as faculty lounges. These facilities will be reserved for teacher use until 4:00 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.

A:3.2 Communication of room availability during the month of August through Principal will be made explicit in the Staff Handbook.

ARTICLE A:4 - TEACHER LEAVES OF ABSENCE

A:4.1 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.
- c. 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 \$11,500.00 for reimbursement of accumulated sick leave upon retirement. Those employed by the district prior to that date are entitled to a maximum of \$21,500.00 for reimbursement of accumulated sick leave upon retirement. Notification to the Board shall be required by the December preceding the fiscal year in which payment is to be made. Time on authorized extended leave shall not count as credit toward fifteen (15) years service, but time worked before or after such leave may be counted to total fifteen (15) years. If employment is terminated for other than a RIF, and if reemployment occurs, the previous service will not be applicable to this provision.

A:4.2 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, son-in-law, daughter, daughter-in-law, 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. Up to (1) day leave of absence will

- be granted for the death of any other family member. The Administration must be notified prior to taking the bereavement days.
- 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 (24) twenty-four hours in advance. Emergency leave will be granted when necessary. The twenty-four (24) hour notification period will be waived. All notifications will be made on Article IX, Form 9:A. For each personal leave day unused at the end of the school year, one day shall be added as an available sick leave day.
 - d. Personal days may be taken the day before or after a holiday or school closing. Staff wishing to take a personal day before or after a holiday or school closing must fill out the required paperwork, and approval will be granted on a first-come, first-served basis. No more than ten (10) percent of the instructional staff will be approved for personal day use on any day falling before or after a holiday or school closing.

A:4.3 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 six (6) weeks prior to the birth and four (4) 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 Article IX, 9:B.
 - 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 1st of the calendar year in which reinstatement is requested. If application for reinstatement is not made prior to March 1st, the contract of the teacher shall be terminated.

- 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. 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.

A:4.4 Employees are entitled to their rights under the Family Medical Leave Act and the New Jersey Family Leave Act. However, those benefits shall be included in all leaves granted under this Article and not in addition to them.

A:4.5 Other leaves of absence with or without pay may be granted by the Board of Education.

A:4.6 School will be closed for two (2) days for all members of the Association to attend the N.J.E.A. Convention.

ARTICLE A:5 - TEACHER SALARIES

A:5.1 The salaries of all teachers covered by this Agreement are set forth in Schedule "D" which is attached hereto and made a part hereof.

A:5.2 Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal payments on the 15th and 30th of each month.

A:5.3 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.

A:5.4 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.

A:5.5 Each teacher choosing summer savings will have the money deposited in their account no later than five (5) working days following the deduction.

A:5.6 Each teacher may individually elect to have their salary reduced, in an amount not to exceed limits set by law, and the money transmitted to an annuity. Monies collected for annuities shall be deposited within five (5) working days following the pay from which the money is collected.

A:5.7 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 \$40.00 for the duration of this contract.

- A:5.8 Payment of monies earned under Article VII and/or A:5.7, will be paid in the next regular pay after earning or on special "extra-pay" paydays in October, December, February, April, and June.
- A:5.9 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 rate authorized by the NJ Office of Management and Budget (OMB).
- A:5.10 Teachers shall not be entitled to advancement to the next step on Schedule "D" until after successful completion of six (6) months on the prior step.
- A:5.11 The Board agrees to reimburse a maximum of 9 credits per year per individual at the Rowan University Rate. If tuition costs are less than the Rowan rate, credits will be reimbursed according to the credit amount paid. The maximum allowance available for the unit is twenty thousand (\$20,000.00) dollars. Reimbursement is limited to graduate courses, and must be approved by the Superintendent prior to taking said courses.

In order to be eligible for reimbursement, the graduate level course must be directly related to the assignment of the teacher at the time the course is taken.

Eligibility for reimbursement commences in third year of employment with school district.

Payment for courses will be made upon proof of successful completion of courses pre-approved by the Superintendent. Successful completion for reimbursement purposes shall require unit members to receive a grade of "B" or better, or "PASS" for courses with a Pass/Fail rating, and provided the teacher is still in the employ of the Board in September when reimbursement is issued.

Reimbursement will be issued in September for all credits taken beginning September 1 of the previous year, through August 31. Reimbursement will be issued no later than September 30th.

Reimbursement amount per credit will be determined by dividing the total allowance (\$20,000) by the total number of credits earned by all members of the unit. Each credit will then be assigned a value, with individuals receiving payment according to the total number of credits completed.

Transcript or grade report and receipts for tuition along with a signed voucher should be submitted to the Superintendent at the completion of approved courses for reimbursement.

A:5.12 Teacher extra pay for the duration of this contract is established as follows:

- A:5.12.a **Curriculum Development Rate** shall be set at forty (\$40.00) dollars per hour.
- A:5.12.b **Presenter** (excludes faculty meetings and in-service days) shall be set at fifty-four (\$54.00) dollars per hour.
- A:5.12.c **District Workshop Participation During Non-School Day** (if requested by supervisor,) shall be set at one hundred five (\$105.00) per day at least 4.5 hours.

A:5.12.d **Out of District Workshop Participation During Non-School Day** will include Registration Fees, Travel Expenses, Meals, and \$105.00 remuneration for time.

Payment for meals must be approved prior to approval of the teacher's trip.

A:5.13 Salary level adjustments shall be made at the August Board meeting. Written requests for adjustment must be submitted to the Superintendent before August 1st. Any employee taking a late summer course must notify the Superintendent by August 1st of the pending adjustment on the salary guide. Approval, pending appropriate documentation, may be given at the August Board meeting.

A:5.14 The Board agrees to permit the employees to participate in the South Jersey Credit Union. The business office shall make payroll deductions as authorized by the employee and will forward all monies within five (5) working days following the pay from which the money is deducted.

A:5.15 The Board agrees to permit employees to have their pay directly deposited into their bank account. Employees must notify, and submit the appropriate paperwork, to the business office if they choose this option by the last day in June for the succeeding year.

ARTICLE A:6 - TEACHER HEALTH BENEFITS

A:6.1 Insurance coverage shall be provided to full time employees as set forth in the bargaining agreement or federal legislation known as Patient Protection and Affordable Care Act (PPACA).

A:6.2 The insurance plan shall be the Aetna/U.S. Healthcare Quality Point of Service Program Inc. as outlined in Schedule "E" covering, but not limited to such areas as hospitalization, surgical services, anesthesia services, in hospital services, additional outpatient hospital services, other specified services performed by a physician and major medical program. The Board of Education agrees to pay one hundred percent (100%) for a teacher eligible for family coverage (except as excluded in A:6.9). The Board further agrees to pay HMO costs in full not to exceed the cost of the U.S. Healthcare HMO.

A:6.3 At a teacher's option, however, the Board of Education agrees to pay the NJEA endorsed Disability Plan, or any other comparable plan approved by the Board for the full time employee in lieu of 6:2 above. Payment by the Board will not exceed \$1,000.00 per year during the length of the contract. If the employee desires an improved plan, the balance in excess of the amounts provided will be paid by the employee.

A:6.4 The Board agrees to provide a prescription plan as outlined in Schedule "E". The plan shall include a mail order option and a generic drug option. The deductibles shall be **\$15** for generic, **\$30** for brand and, if by mail, \$15 for generic and \$30 for brand for a 90 day supply. This benefit is available for the full time teacher and his family, (except as excluded in A:6.9).

A:6.5 The Board agrees to provide a family dental plan as outlined in Schedule "E", (except as excluded in A:6.9). 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.

A:6.6 The Board agrees that a retiring teacher with less than 25 pension years of service may continue his group benefits by notifying the Board at retirement. The retiree will be billed semiannually for the group plans selected.

A:6.7 If an employee elects not to take the coverage provided for in A:6.2 and A:6.3 above, then the employee shall be eligible to receive payment in lieu of benefits as follows:

- Aetna Premier Single \$2,000
- Aetna Premier Family \$4,800
- Aetna Patriot V Single \$2,300
- Aetna Patriot V Family \$5,300
- Aetna Patriot X Single \$3,600
- Aetna Patriot X Family \$6,100

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

A:6.8 This contract confirms compliance with the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

A:6.9 Full time teachers hired after October 1, 1998 will be eligible for only single coverage, at Board expense, for health coverage outlined under section A:6.2 above, during their first year of employment. In the second consecutive year of employment they shall be eligible for single coverage under section A:6.4 above at Board expense. In the third consecutive year of employment they shall be eligible for single coverage under section A:6.5 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 A:6.2, A:6.4, and A:6.5, at Board expense. Teachers may, at their own expense, purchase coverage above the levels outlined at the current Board rates. Eligibility for said benefits shall be determined by the date of hire of the teacher. Patriot V shall be the standard for all new teachers hired after October 1, 1998.

A:6.10 Teachers will be required to contribute toward medical coverage, prescription drug coverage, and dental coverage in accordance with the charts listed in Schedule "C" (Charts listed currently in Chapter 78).

ARTICLE A:7 - TEACHER MISCELLANEOUS PROVISIONS

A:7.1 The Nurse will be given a record keeping period of the same length as a teacher preparation period, in lieu of a preparation period. The Nurse will not be permitted to leave the building during the times when children are scheduled for lunch (4) four days a week. The Nurse will notify the main office whenever he/she leaves the building.

A:7.2 Special education teacher preparation periods will be coordinated with the regular teacher preparation periods to the best effort of the administration.

A:7.3 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.

GROUP B: CHILD STUDY TEAM

ARTICLE B:1 - CHILD STUDY TEAM WORKDAY AND WORK YEAR

- B:1 For the purposes of this contract, the workday for Child Study Team members shall be 420 minutes or seven (7) hours in duration. Although the Board has the right to set the starting and ending times, it is anticipated that the normal workday 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. Child Study Team working 32 hours or more per week are considered full-time staff.
- B:1.a Student contact time may be increased by no more than 20 minutes for morning arrival duty (Speech Pathologists only,) and 10 minutes for afternoon dismissal duty (Speech Pathologists only,) within the aforesaid 420 minutes of seven (7) hours as set forth herein above and as scheduling permits.
- B:1.b The instructional programs and any shared services may, at the determination of the administration, operate on a flexible schedule.
- B:1.c Child Study Team Members may be assigned to non-instructional additional duties requiring student contact time provided that they are compensated at forty (\$40.00) dollars per hour. Assignment of additional duties shall be on a voluntary basis.
- B:1.d Determination of schedule, either K-4 or 5-8, as listed in B:1, will be set by Supervisor of Special Services. Notice of start and end time will be provided to Child Study Team Members by August 15th of the ensuing school year.
- B:1.2 The Child Study Team Members' work year shall consist of 185 days for each year within the duration of this contract.
- B:1.3 Child Study Team members may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty, grade level meetings, and/or training sessions, not more than seven and a half hours in the school year, nor more than two (2) times in any calendar month. An attempt shall be made to convene such meetings no later than ten (10) minutes after the students' dismissal and to limit the duration of the meeting to forty-five (45) minutes. No Child Study Team Member shall be required to remain in attendance at these meetings beyond 3:50 PM for grades K-4, and 3:15 PM for grades 5-8. The provisions of this section shall not prohibit the calling of extra meetings where an emergency situation necessitates such extra meetings.
- B:1.4 In addition, all Child Study Team Members, regardless of full or part-time status, shall be required to return after the end of the workday for the purpose of attending two (2) evening sessions. Back to School Night shall follow a regular school day while Fall Parent/Teacher Conferences shall be an early dismissal day for both students and staff. There will be no additional compensation for attending these evening sessions. The start and end time will be set by the building principal but shall not exceed two (2) hours in duration.

Child Study Team personnel will be provided time for preparation for SEPAG presentations during the school day.

SEPAG meetings will be held 3 times per year:

1. One (1) Evening in lieu of night parent conference.
2. Two (2) Evenings at \$40.00 per hour for two (2) hours.

B:1.5 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 Child Study Team Member'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.

B:1.6 Child Study Team personnel, other than Speech Pathologists, will have a sixty (60) minute duty free lunch. During summer months, Child Study Team personnel will have flexibility in regards lunch, as long as the individual employee works six (6) hours – which is exclusive of lunch.

B:1.7 Prep time for Child Study Team personnel

- b. Prep time for Speech Pathologists will be 150 minutes per week in total.
- b. All other certificated CST staff members have no designated prep time.

B:1.8 Child Study Team members shall have one designated meeting per week with their supervisor during school hours. Additional meetings may be held for reasons of emergency.

B:1.9 Effective July 1, 2013, new personnel may be required to attend up to one (1) additional day over the work year set forth in A:1.2 during their first year of work. Additional days will be compensated as per A:5.12.c and A:5.12.d.

B:1.10 **Flex Option.** Child Study Team Members may voluntarily apply to participate in after school training, not to exceed a total of 6 hours and without additional compensation, and where participants are then excused from attending a scheduled in-service day. Those who do not volunteer cannot be required to attend after school trainings, but then be required to attend all in-service days. In-service exchange to be determined by principal.

ARTICLE B:2 - CHILD STUDY TEAM EMPLOYEE PERFORMANCE AND EVALUATION

B:2.1 All Child Study Team Members will follow AchieveNJ mandate.

B:2.2 After any formal observation, a written observation report shall be presented to the employee at a post-observation conference within ten (10) working days of the observation. Subsequent observations shall not take place for that employee until after the post-observation conference of prior observation has taken place; except where observations being conducted are following the twenty (20) minute back-to-back observation model during the same instructional period. The purpose of the observations and post-observation conferences will be to specifically discuss ways and techniques for improving the learning situation for the children of our school.

- B:2.3 All written evaluations of an employee which are to be placed in the employee'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 employee's personnel file without the employee's signature and/or a statement indicating that an employee refused to sign in the event that it occurs. The employee's signature shall not be construed as other than a simple acknowledgement by the employee that he/she has read the evaluation.
- B:2.4 The employee 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, provided that it is provided within five (5) business days after the post conference, barring the employee is not absent due to unforeseen circumstances.
- B:2.5 During a classroom observation/evaluation, whether formal or informal, no tape recorders or videotape equipment shall be used.

ARTICLE B:3 - CHILD STUDY TEAM LEAVES OF ABSENCE

- B:3.1 The law requires or permits the following with respect to the absence of Child Study Team members:
- a. Ten (10) sick days leave with full pay as guaranteed during each school year.
 - c. 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 \$11,500.00 for reimbursement of accumulated sick leave upon retirement. Those employed by the district prior to that date are entitled to a maximum of \$21,500.00 for reimbursement of accumulated sick leave upon retirement. Notification to the Board shall be required by the December preceding the fiscal year in which payment is to be made. Time on authorized extended leave shall not count as credit toward fifteen (15) years service, but time worked before or after such leave may be counted to total fifteen (15) years. If employment is terminated for other than a RIF, and if reemployment occurs, the previous service will not be applicable to this provision.
- B:3:2 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, son-in-law, daughter, daughter-in-law, 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. Up to (1) day leave of absence will be granted for the death of any other family member. The Administration must be notified prior to taking the bereavement days.

- 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 (24) twenty-four hours in advance. Emergency leave will be granted when necessary. The twenty-four (24) hour notification period will be waived. All notifications will be made on Article IX, Form 9:A. For each personal leave day unused at the end of the school year, one day shall be added as an available sick leave day.
- e. Personal days may be taken the day before or after a holiday or school closing. Staff wishing to take a personal day before or after a holiday or school closing must fill out the required paperwork, and approval will be granted on a first-come, first-served basis. No more than ten (10) percent of the instructional staff will be approved for personal day use on any day falling before or after a holiday or school closing.

B:3:3 The Board shall grant leave for purposes of maternity, disability or child-rearing to a Child Study Team member upon request, subject to the following stipulations and limitations:

- a. Any Child Study Team member 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 Child Study Team Member 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 six (6) weeks prior to the birth and four (4) weeks after the birth of a child, subject to the physician's certification.
 - 1. The Board can request the employee to produce a certificate from her doctor stating she is not medically able to continue to perform her normal work duties by completing Article IX, Form 9:B.
 - 2. The Board's appointed physician may be requested to agree that she is not medically able to continue to perform her normal work duties.
 - 3. Following the difference of medical opinions between the Board's physician and the employee'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 employee and whose medical opinion shall be conclusive and binding on issues of use of sick days during the extended disability period due to the employee's inability to perform the normal work duties.
- c. The Board shall grant a child-rearing leave of absence to a tenured Child Study Team member 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 1st of the calendar year in which reinstatement is requested. If application for reinstatement is not made prior to March 1st, the contract of the Child Study Team member shall be terminated.
- e. The Board will assume no responsibility for reassignment of such Child Study Team member to the same position. However, the Superintendent will attempt to his fullest extent to return the employee to the position and assignment that the employee left.
- f. Any Child Study Team member adopting an infant child shall receive similar leave, as set forth in paragraph c. above, which shall commence upon the employee receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption.

B:3:4 Employees are entitled to their rights under the Family Medical Leave Act and the New Jersey Family Leave Act. However, those benefits shall be included in all leaves granted under this Article and not in addition to them.

B:3:5 Other leaves of absence with or without pay may be granted by the Board of Education.

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ARTICLE B:4 - CHILD STUDY TEAM SALARIES

B:4.1 The salaries of all Child Study Team members covered by this Agreement are set forth in Schedule "D" which is attached hereto and made a part hereof.

B:4.2 Each Child Study Team member employed on a ten (10) month basis shall be paid in twenty (20) equal payments on the 15th and 30th of each month.

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B:4.5 Each Child Study Team member choosing summer savings will have the money deposited in their account no later than five (5) working days following the deduction.

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- B:4.7 Full-time Child Study Team members performing after hours home instruction and summer school instruction at the request of the Administration will be paid at the rate of \$40.00 for the duration of this contract.
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- B:4.9 Child Study Team members who may be required to use their own automobiles to conduct school business at the request of the Administration shall be reimbursed for all such travel according to the rate authorized by the NJ Office of Management and Budget (OMB).
- B:4.10 Child Study Team members shall not be entitled to advancement to the next step on Schedule "D" until after successful completion of six (6) months on the prior step.
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Reimbursement will be issued in September for all credits taken beginning September 1 of the previous year, through August 31. Reimbursement will be issued no later than September 30th.

Reimbursement amount per credit will be determined by dividing the total allowance (\$20,000) by the total number of credits earned by all members of the unit. Each credit will then be assigned a value, with individuals receiving payment according to the total number of credits completed.

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- B:4.15 The Board agrees to permit employees to have their pay directly deposited into their bank account. Employees must notify, and submit the appropriate paperwork, to the business office if they choose this option by the last day in June for the succeeding year.
- B:4.16 During the months when school is not in session, Child Study Team personnel may be required to perform job-related work duties, which may include, but not limited to: meeting attendance, IEP reviews, parent conferences, and student evaluations, according to the following rates of pay:
 - a. School Psychologist, Social Worker, and Learning Disabilities Teacher Consultant shall be paid their salaried pay, per diem.
 - b. Speech Pathologists shall be paid their salaried, hourly rate of pay per diem.

ARTICLE B:5 - CHILD STUDY TEAM HEALTH BENEFITS

- B:5.1 Insurance coverage shall be provided to full time Child Study Team (CST) members as set forth in the bargaining agreement or federal legislation known as Patient Protection and Affordable Care Act (PPACA).
- B:5.2 The insurance plan shall be the Aetna/U.S. Healthcare Quality Point of Service Program Inc. as outlined in Schedule "E" covering, but not limited to such areas as hospitalization, surgical services, anesthesia services, in hospital services, additional outpatient hospital services, other specified services performed by a physician and major medical program. The Board of Education agrees to pay one hundred percent (100%) for a teacher eligible for family coverage (except as excluded in B:5.9). The Board further agrees to pay HMO costs in full not to exceed the cost of the U.S. Healthcare HMO.

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B:5.8 This contract confirms compliance with the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

B:5.9 Full time CST members hired after October 1, 1998 will be eligible for only single coverage, at Board expense, for health coverage outlined under section B:5.2 above, during their first year of employment. In the second consecutive year of employment they shall be eligible for single coverage under section B:5.4 above at Board expense. In the third consecutive year of employment they shall be eligible for single coverage under section B:5.5 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 B:5.2, B:5.4, and B:5.5, at Board expense. CST members may, at their own expense, purchase coverage above the levels outlined at the current Board rates. Eligibility for said benefits shall be determined by the date of hire of the teacher. Patriot V shall be the standard for all new CST members hired after October 1, 1998.

B:5.10 CST members will be required to contribute toward medical coverage, prescription drug coverage, and dental coverage in accordance with the charts listed in Schedule "C" (Charts listed currently in Chapter 78).

GROUP C: CLASSROOM INSTRUCTIONAL ASSISTANTS

ARTICLE C:1 - CLASSROOM INSTRUCTIONAL ASSISTANTS WORK YEAR

- C:1.1 The Classroom Instructional Assistants' work year shall consist of 180 days for each year within the duration of this contract. Compensation for additional hours beyond student school year (180) days shall be at contracted hourly rate.
- C:1.2 Classroom Instructional Assistants' length of work day for the length of this contract shall be set as listed below:
1. 2013-2014 work time will not meet or exceed 31.25 hours per week, (exclusive of lunch).
 2. 2014-2015 work time will not meet or exceed 31.25 hours per week, (exclusive of lunch).
 3. 2015-2016 work time will not meet or be equal to 30 (thirty) hours per week. (If the Patient Protection and Affordable Care Act (PPACA) goes into effect regarding number of hours to determine eligibility for employee health benefits to be provided by employer. If it does not, existing work week hours (31.25 hrs.) will remain the same.)
- C:1.3 Classroom Instructional Assistants shall be granted an unpaid, forty-five (45) minute lunch period. The scheduled lunch time shall be during the student designated lunch times.

ARTICLE C:2 - CLASSROOM INSTRUCTIONAL ASSISTANTS LEAVES OF ABSENCE

- C:2.1 The law requires or permits the following with respect to the absence of Classroom Instructional Assistants:
- 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 \$11,500.00 for reimbursement of accumulated sick leave upon retirement. Those employed by the district prior to that date are entitled to a maximum of \$21,500.00 for reimbursement of accumulated sick leave upon retirement. Notification to the Board shall be required by the December preceding the fiscal year in which payment is to be made. Time on authorized extended leave shall not count as credit toward fifteen (15) years service, but time worked before or after such leave may be counted to total fifteen (15) years. If employment is terminated for other than a RIF, and if reemployment occurs, the previous service will not be applicable to this provision.
- C:2.2 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, son-in-law, daughter, daughter-in-law, 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. Up to (1) day leave of absence will be granted for the death of any other family member. The Administration must be notified prior to taking the bereavement days.
- 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 (24) twenty-four hours in advance. Emergency leave will be granted when necessary. The twenty-four (24) hour notification period will be waived. All notifications will be made on Article IX, Form 9:A. For each personal leave day unused at the end of the school year, one day shall be added as an available sick leave day.
- e. Personal days may be taken the day before or after a holiday or school closing. Staff wishing to take a personal day before or after a holiday or school must fill out the required paperwork, and approval will be granted on a first-come, first-served basis. No more than ten (10) percent of the instructional staff will be approved for personal day use on any day falling before or after a holiday or school closing.

C:2.3 The Board shall grant leave for purposes of maternity, disability or child-rearing to a Classroom Instructional Assistant upon request, subject to the following stipulations and limitations:

- a. Any Classroom Instructional Assistant 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 Classroom Instructional Assistant 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 six (6) weeks prior to the birth and four (4) weeks after the birth of a child, subject to the physician's certification.
 - 1. The Board can request the Classroom Instructional Assistant to produce a certificate from her doctor stating she is not medically able to continue to perform her normal work duties by completing Article IX, Form 9:B.
 - 2. The Board's appointed physician may be requested to agree that she is not medically able to continue to perform her normal work duties.
 - 3. Following the difference of medical opinions between the Board's physician and the employee'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 employee and whose medical opinion shall be conclusive and binding on issues of use of sick days during the extended disability period due to the employee's inability to perform the normal work duties.

- c. The Board shall grant a child-rearing leave of absence to a Classroom Instructional Assistant 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 1st of the calendar year in which reinstatement is requested. If application for reinstatement is not made prior to March 1st, the contract of the Classroom Instructional Assistant shall be terminated.
- e. The Board will assume no responsibility for reassignment of such Classroom Instructional Assistant to the same classroom, grade, or subject areas. However, the Superintendent will attempt to his fullest extent to return the Classroom Instructional Assistant to the same grade level that he or she left.
- f. Any Classroom Instructional Assistant adopting an infant child shall receive similar leave, as set forth in paragraph c. above, which shall commence upon the employee receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption.

C:2.4 Employees are entitled to their rights under the Family Medical Leave Act and the New Jersey Family Leave Act. However, those benefits shall be included in all leaves granted under this Article and not in addition to them.

C:2.5 Other leaves of absence with or without pay may be granted by the Board of Education.

C:2.6 School will be closed for two (2) days for all members of the Association to attend the N.J.E.A. Convention.

ARTICLE C:3 - CLASSROOM INSTRUCTIONAL ASSISTANTS HEALTH BENEFITS

C:3.1 Beginning in the twentieth year of employment with the Berlin Borough School District, Instructional Assistants shall be eligible for single coverage as outlined in A:6.2, A:6.4, and A:6.5 at Board expense. Instructional Assistants may, at their own expense, purchase coverage above the levels outlined at the current Board rates. Eligibility for said benefits shall be determined by the date of hire of the employee. Patriot V shall be the standard for all new employees hired after October 1, 1998.

Instructional Aides eligible for health benefits will be required to contribute toward medical coverage, prescription drug coverage and dental coverage in accordance with the charts listed in Schedule "C"

ARTICLE C:4 - CLASSROOM INSTRUCTIONAL ASSISTANTS SALARIES

- C:4.1 Starting hourly rate for all new Classroom Instructional Assistants hired under the terms of this contract will be;
- \$12.00 per hour for county certified
 - \$12.80 per hour for certified for teaching

C.4.2 Compensation for Classroom Instructional Assistants will be increased as follows:

| Employee ID | Yr | 2013-2014 Hourly Rate | 2014-2015 Hourly Rate | 2015-2016 Hourly Rate |
|----------------|----|--------------------------|--------------------------|--------------------------|
| New Employee A | 1 | \$ 12.00 | \$ 12.00 | \$ 12.00 |
| New Employee B | 1 | \$ 12.00 | \$ 12.00 | \$ 12.00 |
| New Employee C | 1 | \$ 12.00 | \$ 12.00 | \$ 12.00 |
| Employee D | 2 | \$ 12.74 | \$ 13.18 | \$ 13.63 |
| Employee E | 2 | \$ 12.74 | \$ 13.18 | \$ 13.63 |
| Employee F | 3 | \$ 13.05 | \$ 13.49 | \$ 13.94 |
| Employee G | 3 | \$ 13.89 | \$ 14.33 | \$ 14.78 |
| Employee H | 4 | \$ 14.21 | \$ 14.65 | \$ 15.10 |
| Employee I | 8 | \$ 14.64 | \$ 15.08 | \$ 15.53 |
| Employee J | 9 | \$ 15.32 | \$ 15.76 | \$ 16.21 |
| Employee K | 12 | \$ 15.32 | \$ 15.76 | \$ 16.21 |
| Employee L | 14 | \$ 16.22 | \$ 16.66 | \$ 17.11 |
| Employee M | 22 | \$ 23.39 | \$ 23.83 | \$ 24.28 |
| Employee N | 23 | \$ 21.45 | \$ 21.89 | \$ 22.34 |

Identification of Employees D through N is available in the Berlin Borough Board Office

C:4.2 Employees shall be paid on the 15th and 30th of each month.

C:4.3 When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

ARTICLE C:5 - CLASSROOM INSTRUCTIONAL ASSISTANTS EVALUATIONS

C:5.1 All Classroom Instructional Assistants shall be evaluated by their immediate supervisor at least once in each contract year.

C:5.2 Subsequent to each evaluation, the Classroom Instructional Assistant shall be provided with a written evaluation report describing the Classroom Instructional Assistant's strengths, weaknesses, and areas which require improvement.

C:5.3 Subsequent to the Classroom Instructional Assistant's receipt of the evaluation report, a conference between the Classroom Instructional Assistant and her immediate supervisor shall be mutually scheduled for the purpose of discussing the report.

C:5.4 Classroom Instructional Assistant's shall not be granted tenure status.

GROUP D: CUSTODIANS

ARTICLE D:1 - CUSTODIAN DAILY WORK HOURS

- D:1.1 The workday for the day (first shift) custodial staff shall consist of eight (8) hours, including a thirty (30) minute duty-free lunch period.
- D:1.2 The workday for the custodial staff, second shift, shall consist of eight (8) hours, including a thirty (30) minute duty-free lunch period.
- D:1.3 There shall be two (2) duty free breaks of fifteen (15) minutes each. The times should be standardized and scheduled at the discretion of the Facilities Director.
- D:1.4 Nothing in this article is intended to eliminate work shifts, but rather to provide flexibility in scheduling. *Examples* of exiting shifts are 6:45 a.m. to 2:45 p.m., 3:00 p.m. to 11:00 p.m.
- D:1.5 Notice in regards to change in start of shift time: Custodians will be given 10 days notice, except in emergency situations, in the event of a shift change.
- D:1.6 Observed holidays are:
- Labor Day
 - Columbus Day
 - Friday of Teacher Convention
 - Thanksgiving
 - Friday following Thanksgiving
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
 - New Year's Day
 - Martin Luther King Day
 - President's Day
 - Good Friday
 - Easter Monday
 - Memorial Day
 - July 4 (observed holiday)
- D:1.7 During summer work days (determined by superintendent), there will be 2 shifts. Monday to Thursday and Tuesday to Friday – in which custodians would be assigned to Four 10-hour work days

ARTICLE D:2 - CUSTODIAN SALARIES

- D:2.1 Starting salary for all new custodians hired under the terms of this contract shall be \$22,500.00 annually for the term of this agreement.
- D:2.2 Annual salary for each full time custodial employee will be increased from 2012-2013 salary base as follows:
- | | |
|---------------|----------|
| a. 2013-2014: | \$698.24 |
| b. 2014-2015: | \$715.69 |
| c. 2016-2016: | \$733.58 |

D:2.3 Employees shall be paid on the 15th and 30th of each month.

D:2.4 When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

D:2.5 The Board of Education agrees to provide custodial substitute coverage for vacancies that occur as a result of any absence of a regular staff member. The coverage shall apply for all absences, including sick days, personal days, vacation days, or other board of Education approved absence. In the event a sub is not available, two regular staff members that cover will be compensated an additional \$25.00 each for the added work load. Work is to be divided equally between those that cover.

D:2.6 Assignment of overtime shall be by order of seniority except in the case of a custodian with specialized skills. (Such as floor repair, use of floor equipment, plumbing and/or electrical) that are advantageous to the District. In that case, the otherwise senior custodian will receive the next overtime opportunity that does not involve such a specialized skill.

ARTICLE D:3 - CUSTODIAN VACATION

D:3.1 Custodians will be granted vacation time according to the following schedule:

- a. After one (1) year, five (5) days;
- b. After three (3) years, ten (10) days;
- c. After ten (10) years, fifteen (15) days;
- d. After fifteen (15) years, one (1) day more per year, not to exceed twenty (20) days.

D:3.2 Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to approval of the immediate supervisor and the Superintendent of Schools. Such approval shall not be arbitrarily withheld.

D:3.3 Vacation days must be used in the year (July 1 to June 30 the vacation days are allocated. Vacation days not used will be forfeited.

ARTICLE D:4 - CUSTODIAN LEAVES OF ABSENCE

D:4.1 The law requires or permits the following with respect to the absence of Custodians:

- a. Twelve (12) sick days leave with full pay as guaranteed during each school year.
- b. Calling Out Sick - Notice to Supervisor
 - a. Day shift custodian – notify supervisor
 - b. Night shift custodian - Notice must be given to supervisor desk extension prior to 10AM on day of absence or called in to supervisor
- c. The Board of Education must allow accumulations of sick leave from unused days up to twelve (12) days per year, for later use with full pay.
- d. The Board will pay 33 & 1/3% of all accumulated sick time, upon retirement, after fifteen (15) years in the district. Effective July 1, 2005, all new hires are entitled to

a maximum of \$11,500.00 for reimbursement of accumulated sick leave upon retirement. Those employed by the district prior to that date are entitled to a maximum of \$21,500.00 for reimbursement of accumulated sick leave upon retirement. Notification to the Board shall be required by the December preceding the fiscal year in which payment is to be made. Time on authorized extended leave shall not count as credit toward fifteen (15) years service, but time worked before or after such leave may be counted to total fifteen (15) years. If employment is terminated for other than a RIF, and if reemployment occurs, the previous service will not be applicable to this provision.

D:4.2 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, son-in-law, daughter, daughter-in-law, 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. Up to (1) day leave of absence will be granted for the death of any other family member. The Administration must be notified prior to taking the bereavement days.
- b. 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 (24) twenty-four hours in advance. Emergency leave will be granted when necessary. The twenty-four (24) hour notification period will be waived. All notifications will be made on Article IX, Form 9:A. For each personal leave day unused at the end of the school year, one day shall be added as an available sick leave day.
- b. Personal days may be taken the day before or after a holiday or school closing. Staff wishing to take a personal day before or after a holiday or school must fill out the required paperwork, and approval will be granted on a first-come, first-served basis. No more than ten (10) percent of the instructional staff will be approved for personal day use on any day falling before or after a holiday or school closing.

D:4.3 The Board shall grant leave for purposes of maternity, disability or child-rearing to a Custodian upon request, subject to the following stipulations and limitations:

- a. Any Custodian 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 Custodian 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 six (6) weeks prior to the birth and four (4) weeks after the birth of a child, subject to the physician's certification.

1. The Board can request the Custodian to produce a certificate from her doctor stating she is not medically able to continue to perform her normal work duties by completing Article IX, Form 9:B.
 2. The Board's appointed physician may be requested to agree that she is not medically able to continue to perform her normal work duties.
 3. Following the difference of medical opinions between the Board's physician and the Custodian'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 employee and whose medical opinion shall be conclusive and binding on issues of use of sick days during the extended disability period due to the Custodian's inability to perform the normal work duties.
- c. The Board shall grant a child-rearing leave of absence to a Custodian 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 1st of the calendar year in which reinstatement is requested. If application for reinstatement is not made prior to March 1st, the contract of the Custodian shall be terminated.
 - e. The Board will assume no responsibility for reassignment of such Custodian to the same work assignment. However, the Superintendent will attempt to his fullest extent to return the Custodian to the same work assignment that the Custodian left.
 - f. Any Custodian adopting an infant child shall receive similar leave, as set forth in paragraph c. above, which shall commence upon the Custodian receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption.

D:4.4 Employees are entitled to their rights under the Family Medical Leave Act and the New Jersey Family Leave Act. However, those benefits shall be included in all leaves granted under this Article and not in addition to them.

D:4.5 Other leaves of absence with or without pay may be granted by the Board of Education.

D:4.6 School will be closed for two (2) days for all members of the Association to attend the N.J.E.A. Convention.

ARTICLE D:5 - CUSTODIAN EVALUATIONS

D:5.1 All employees shall be evaluated by their immediate supervisor at least once in each contract year.

D:5.2 Subsequent to each evaluation, the employee shall be provided with a written evaluation report describing the employee's strengths, weaknesses, and areas which require improvement.

D:5.3 Subsequent to the employee's receipt of the evaluation report, a conference between the employee and his immediate supervisor shall be mutually scheduled for the purpose of discussing the report.

ARTICLE D:6 - CUSTODIAN EMPLOYMENT PROCEDURES

D:6.1 Any new employee hired shall be considered to be within his probationary period for the first sixty (60) days of employment. During that sixty (60) day period of time, the Board shall review the performance of the employee in order to determine whether or not he should be permanently employed. A decision to dismiss an employee during the probationary period shall be absolute and not subject to the grievance and arbitration provisions of this Agreement.

D:6.2 An employee who is resigning from his position shall give the Board fourteen (14) calendar days notice.

- a. Notification of Contract and Salary: Employees shall be notified of their contract and salary status for the ensuing year no later than May 15th.
- b. Assigned Duties
 1. At no time shall the Board or any Agent thereof assign or direct any employee covered by this contract to any other duties outside of the duties appropriate to their position and consistent with the general job description.
 2. At no time shall an employee be requested, or required to, in any way, supervise or be responsible for pupils at any work location except in the event of any emergency.
- c. Reduction in Force: When the Board is considering a reduction in force, it shall notify and consult with the Association concerning such reduction.

ARTICLE D:7 - CUSTODIAN SENIORITY

D:7.1 Reduction in force shall be accomplished for all full time and part time custodial and maintenance staff by releasing employees in reverse order in which they were hired. Part time employees will be released before full time employees.

D:7.2 Seniority of position is determined from the initial date of employment with the Berlin Borough Board of Education for all members of the Berlin Education Association covered by this Agreement and will be calculated on the basis of full time equivalency. In the event of a RIF (Reduction in Force,) seniority shall be the determinative factor except in cases of an employee with specialized skills advantageous to the District.

D:7.3 An appointed employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired

by the school district.

D:7.4 Custodians will not be granted tenure status.

ARTICLE D:8 - CUSTODIAN HEALTH BENEFITS

D:8.1 Insurance coverage shall be provided to full time employees as set forth in the bargaining agreement or federal legislation known as Patient Protection and Affordable Care Act (PPACA).

D:8.2 The insurance plan shall be the Aetna/U.S. Healthcare Quality Point of Service Program Inc. as outlined in Schedule "E" covering, but not limited to such areas as hospitalization, surgical services, anesthesia services, in hospital services, additional outpatient hospital services, other specified services performed by a physician and major medical program. The Board of Education agrees to pay one hundred percent (100%) for a custodian eligible for family coverage (except as excluded in D:8.9). The Board further agrees to pay HMO costs in full not to exceed the cost of the U.S. Healthcare HMO.

D:8.3 At a custodian'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 8:2 above. Payment by the Board will not exceed \$1,000.00 per year during the length of the contract. If the employee desires an improved plan, the balance in excess of the amounts provided will be paid by the employee.

D:8.4 The Board agrees to provide a prescription plan as outlined in Schedule "E" The plan shall include a mail order option and a generic drug option. The deductibles shall be **\$15** for generic, **\$30** for brand and, if by mail, \$15 for generic and \$30 for brand for a 90 day supply. This benefit is available for the full time custodian and his family, (except as excluded in A:6.9).

D:8.5 The Board agrees to provide a family dental plan as outlined in Schedule "E", (except as excluded in A:6.9). 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.

D:8.6 The Board agrees that a retiring custodian 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.

D:8.7 If an employee elects not to take the coverage provided for in A:6.2 and A:6.3 above, then the custodian shall be eligible to receive payment in lieu of benefits as follows:

- Aetna Premier Single \$2,000
- Aetna Premier Family \$4,800
- Aetna Patriot V Single \$2,300
- Aetna Patriot V Family \$5,300
- Aetna Patriot X Single \$3,600
- Aetna Patriot X Family \$6,100

The Board agrees to take all steps necessary to insure this provision complies with Section 125 of the I.R.S. Tax Code and the N.J. Division of Taxation. The Board shall

not be held responsible for any tax implications for employees which may arise, subsequent to compliance with the requirements of Section 125 of the I.R.S. Tax Code and the N.J. Division of Taxation.

- D:8.8 This contract confirms compliance with the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
- D:8.9 Full time custodians hired after October 1, 1998 will be eligible for only single coverage, at Board expense, for health coverage outlined under section A:6.2 above, during their first year of employment. In the second consecutive year of employment they shall be eligible for single coverage under section A:6.4 above at Board expense. In the third consecutive year of employment they shall be eligible for single coverage under section A:6.5 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 A:6.2, A:6.4, and A:6.5, at Board expense. Custodians may, at their own expense, purchase coverage above the levels outlined at the current Board rates. Eligibility for said benefits shall be determined by the date of hire of the teacher. Patriot V shall be the standard for all new custodians hired after October 1, 1998.
- B:8.10 Custodians will be required to contribute toward medical coverage, prescription drug coverage, and dental coverage in accordance with the charts listed in Schedule "C" (Charts listed currently in Chapter 78).

APPENDIX

SCHEDULE "A" - GRIEVANCE REPORT FORM

Berlin Teachers' Association

Page 1 of 3

(this three (3) page document to be completed in duplicate with originals for both parties)

Grievance Number: _____

• Name of Grievant/Association: _____

• Job Title and Assignment: _____

Grievance Information

• Specific action or decision giving rise to the grievance:

• Specific date of action or decision which is being grieved: _____

• Specific contract provision(s), board policy(ies), administrative decision(s) allegedly violated:

• Specific remedy sought:

• Signature of Grievant/Association: _____

• Date of Filing: _____

Stage Two: Filed with immediate superior/Principal per 3:5.2
(within five(5) days of Stage One discussion held under 3:5.1)

• Date Stage One discussion held: _____ Date Filed at Stage Two: _____

• Signature of Immediate Superior/Principal and date, indicating receipt at Stage Two:

signature date received

• Immediate Superior/Principal decision: (within five(5) days of receipt per 3:5.2)

signature of immediate superior/principal date of decision

• Signature of Association Representative and date, indicating receipt of decision at Stage Two:

signature date received

Stage Three: Filed with Superintendent per 3:5.3

• Date Filed at Stage Three: _____

• Signature of Superintendent and date indicating receipt at Stage Three:

signature date received

• Superintendent decision: (within ten (10) days of receipt per 3:5.3)

Signature of superintendent Date of decision

• Signature of Association Representative and date, indicating receipt of decision at Stage Three:

signature date received

Stage Four: Filed with Board of Education per 3:5.4

- Date Filed at Stage Four: _____
- Signature of Superintendent and date indicating receipt at Stage Four:

signature date received

- Date of Board/Committee hearing: (per 3:5.4) _____
- Board of Education decision: (within twenty (20) days of hearing per 3:5.4)

signature of board president date of decision

- Signature of Association Representative and date, indicating receipt of decision at Stage Four:

signature date received

Stage Five: Filed for Arbitration per 3:5.5

- Date Filed at Stage Five: _____
- Signature of Superintendent and date indicating notification by Association of Stage Five filing:

signature date received

Distribution:

- Grievant/Association
- Immediate Superior/Principal
- Superintendent
- Board of Education

SCHEDULE "B" - COACHES/ADVISORS & MISC. STIPENDS**SALARY SCHEDULE FOR COACHES/ADVISORS**

| | <u>2013-14</u> | <u>2014-15</u> | <u>2015-16</u> |
|-------------------------------------------------------------------------|---------------------|----------------|----------------|
| Field Hockey-Head Coach | \$ 3,275 | \$3,300. | \$3,050 |
| Field Hockey - Assistant | \$ 2,125 | \$2,150 | \$2,200 |
| Soccer-Head Coach (2) | \$ 3,250 | \$3,275 | \$3,325 |
| Soccer- Assistant (2) | \$ 2,125 | \$2,150 | \$2,200 |
| Basketball - Head Coach (2) | \$ 3,650 | \$3,675 | \$3,725 |
| Basketball – Assistant (2) | \$ 2,325 | \$2,350 | \$2,400 |
| Cheerleading - Head Coach | \$ 3,650 | \$3,675 | \$3,725 |
| Cheerleading - Assistant | \$ 2,325 | \$2,350 | \$2,400 |
| Softball - Head Coach | \$ 3,250 | \$3,275 | \$3,325 |
| Softball - Assistant | \$ 2,125 | \$2,150 | \$2,200 |
| Baseball - Head Coach | \$ 3,250 | \$3,275 | \$3,325 |
| Baseball - Assistant | \$ 2,125 | \$2,150 | \$2,175 |
| Wrestling – Head Coach | \$ 3,650 | \$3,675 | \$3,725 |
| Wrestling – Assistant | \$ 2,325 | \$2,350 | \$2,400 |
| Student Government | \$ 3,519 | \$3,544 | \$3,594 |
| Dances, Concerts, Plays (Per Chaperone/Per Activity) | \$ 100 | \$ 125 | \$ 150 |
| Pen & Paw Coordinator/School Photographer | \$ 1,650 | \$1,675 | \$1,725 |
| Director Of Inst. Music | \$ 1,100 | \$1,125 | \$1,175 |
| Director Of Vocal Music | \$ 1,100 | \$1,125 | \$1,175 |
| Director Of Musical Theater | \$ 1,100 | \$1,125 | \$1,175 |
| Future Act Advisor | \$ 1,731 | \$1,756 | \$1,806 |
| Yearbook Advisor | \$ 2,500 | \$2,525 | \$2,575 |
| NJHS Coordinator | \$ 1,731 | \$1,756 | \$1,806 |
| NJASK Test Prep (Per Hour) | \$ 40 | \$ 40 | \$ 40 |
| Safety Patrol | \$ 1,731 | \$1,756 | \$1,806 |
| Peer Mediation | \$ 1,731 | \$1,756 | \$1,806 |
| Grant Manager: | \$ 0 - \$ 7,500 | \$ 250 | |
| | \$ 7,501- \$ 15,000 | \$ 500 | |
| | over \$ 15,000 | \$ 750 | |
| */**Transportation Facilitator (Arrivals) | \$2,340 | \$2,340 | \$2,340 |
| */**Transportation Facilitator (Departures) | \$2,340 | \$2,340 | \$2,340 |
| Substitute Transportation Facilitator (Per Run) | \$13. | \$13. | \$13. |
| */*** Duty Stipend (Per Duty) | N/A | N/A | \$900. |
| Substitute Duty Rate (Per Duty) | | | \$5. |
| (Length of time for duty equal to one-half of an Instructional Period.) | | | |

* Length of service for stipend is student school year.

** After three (3) absences, assigned person to stipend will be docked Substitute Transportation Facilitator rate per absence.

*** After three (3) absences, assigned person to stipend will be docked Substitute Duty rate per absence.

SCHEDULE "C" – HEALTH BENEFIT CONTRIBUTION CHARTS

HA-0884-0912

STATE OF NEW JERSEY — DEPARTMENT OF THE TREASURY

DIVISION OF PENSIONS AND BENEFITS

STATE HEALTH BENEFITS PROGRAM

PERCENTAGE OF PREMIUM CHARTS

For Health Benefit Contributions under Chapter 78, P.L. 2011

Note: The following charts reflect the phase-in of contribution levels for employees employed on the contribution's effective date who will pay ¼, ½, ¾ and the full amount of the contribution rate during the Phase-in years.

New employees hired on or after June 28, 2011, the effective date of Chapter 78, P.L. 2011, contribute at the highest percentage level (Year 4) — except Judiciary employees whose positions are covered by the Collective Negotiations Agreement that will expire June 30, 2012.

HEALTH BENEFITS CONTRIBUTION FOR **SINGLE COVERAGE**

(PERCENTAGE OF COMBINED PREMIUMS – Medical, Prescription, Dental and Vision)*

Four Year Phase In

Use dates indicated or as otherwise determined by contract

| Salary Range | Year 1 | Year 2 | Year 3 | Year 4 |
|------------------|---------------------------|---------------------------|---------------------------|------------------------|
| | July 2013 to June 2014 | July 2014 to June 2015 | July 2015 to June 2016 | July 2016 and after |
| less than 20,000 | 1.13% | 2.25% | 3.38% | 4.50% |
| 20,000-24,999.99 | 1.38% | 2.75% | 4.13% | 5.50% |
| 25,000-29,999.99 | 1.88% | 3.75% | 5.63% | 7.50% |
| 30,000-34,999.99 | 2.50% | 5.00% | 7.50% | 10.00% |
| 35,000-39,999.99 | 2.75% | 5.50% | 8.25% | 11.00% |
| 40,000-44,999.99 | 3.00% | 6.00% | 9.00% | 12.00% |
| 45,000-49,999.99 | 3.50% | 7.00% | 10.50% | 14.00% |
| 50,000-54,999.99 | 5.00% | 10.00% | 15.00% | 20.00% |
| 55,000-59,999.99 | 5.75% | 11.50% | 17.25% | 23.00% |
| 60,000-64,999.99 | 6.75% | 13.50% | 20.25% | 27.00% |
| 65,000-69,999.99 | 7.25% | 14.50% | 21.75% | 29.00% |
| 70,000-74,999.99 | 8.00% | 16.00% | 24.00% | 32.00% |
| 75,000-79,999.99 | 8.25% | 16.50% | 24.75% | 33.00% |
| 80,000-94,999.99 | 8.50% | 17.00% | 25.50% | 34.00% |
| 95,000 and over | 8.75% | 17.50% | 26.25% | 35.00% |

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

HEALTH BENEFITS CONTRIBUTION FOR **FAMILY COVERAGE**

(PERCENTAGE OF COMBINED PREMIUMS – Medical, Prescription, Dental and Vision)*

Four Year Phase-In

Use dates indicated or as otherwise determined by contract

Salary Range

| | Year 1 | Year 2 | Year 3 | Year 4 |
|--------------------|--------------|--------------|--------------|---------------|
| | July 2013 to | July 2014 to | July 2015 to | July 2016 and |
| | June 2014 | June 2015 | June 2016 | after |
| less than 25,000 | 0.75% | 1.50% | 2.25% | 3.00% |
| 25,000-29,999.99 | 1.00% | 2.00% | 3.00% | 4.00% |
| 30,000-34,999.99 | 1.25% | 2.50% | 3.75% | 5.00% |
| 35,000-39,999.99 | 1.50% | 3.00% | 4.50% | 6.00% |
| 40,000-44,999.99 | 1.75% | 3.50% | 5.25% | 7.00% |
| 45,000-49,999.99 | 2.25% | 4.50% | 6.75% | 9.00% |
| 50,000-54,999.99 | 3.00% | 6.00% | 9.00% | 12.00% |
| 55,000-59,999.99 | 3.50% | 7.00% | 10.50% | 14.00% |
| 60,000-64,999.99 | 4.25% | 8.50% | 12.75% | 17.00% |
| 65,000-69,999.99 | 4.75% | 9.50% | 14.25% | 19.00% |
| 70,000-74,999.99 | 5.50% | 11.00% | 16.50% | 22.00% |
| 75,000-79,999.99 | 5.75% | 11.50% | 17.25% | 23.00% |
| 80,000-84,999.99 | 6.00% | 12.00% | 18.00% | 24.00% |
| 85,000-89,999.99 | 6.50% | 13.00% | 19.50% | 26.00% |
| 90,000-94,999.99 | 7.00% | 14.00% | 21.00% | 28.00% |
| 95,000-99,999.99 | 7.25% | 14.50% | 21.75% | 29.00% |
| 100,000-109,999.99 | 8.00% | 16.00% | 24.00% | 32.00% |
| 110,000 and over | 8.75% | 17.50% | 26.25% | 35.00% |

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

**HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER
OR PARENT/CHILD COVERAGE**

(PERCENTAGE OF COMBINED PREMIUMS – Medical, Prescription, Dental and Vision)*

| Four Year Phase-In | | | | |
|------------------------------------------------------------|--------------|--------------|--------------|---------------|
| Use dates indicated or as otherwise determined by contract | | | | |
| Salary Range | | | | |
| | Year 1 | Year 2 | Year 3 | Year 4 |
| | July 2013 to | July 2014 to | July 2015 to | July 2016 and |
| | June 2014 | June 2015 | June 2016 | after |
| less than 25,000 | 0.88% | 1.75% | 2.63% | 3.50% |
| 25,000-29,999.99 | 1.13% | 2.25% | 3.38% | 4.50% |
| 30,000-34,999.99 | 1.50% | 3.00% | 4.50% | 6.00% |
| 35,000-39,999.99 | 1.75% | 3.50% | 5.25% | 7.00% |
| 40,000-44,999.99 | 2.00% | 4.00% | 6.00% | 8.00% |
| 45,000-49,999.99 | 2.50% | 5.00% | 7.50% | 10.00% |
| 50,000-54,999.99 | 3.75% | 7.50% | 11.25% | 15.00% |
| 55,000-59,999.99 | 4.25% | 8.50% | 12.75% | 17.00% |
| 60,000-64,999.99 | 5.25% | 10.50% | 15.75% | 21.00% |
| 65,000-69,999.99 | 5.75% | 11.50% | 17.25% | 23.00% |
| 70,000-74,999.99 | 6.50% | 13.00% | 19.50% | 26.00% |
| 75,000-79,999.99 | 6.75% | 13.50% | 20.25% | 27.00% |
| 80,000-84,999.99 | 7.00% | 14.00% | 21.00% | 28.00% |
| 85,000-99,999.99 | 7.50% | 15.00% | 22.50% | 30.00% |
| 100,000 and over | 8.75% | 17.50% | 26.25% | 35.00% |

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

SCHEDULE "D" - TEACHER SALARY**SALARY GUIDELINES
Year 1 - 2013 - 2014**

| Step | BA | BA +15 | BA +30 | MA | MA +15 | MA +30 |
|------|----------|----------|----------|----------|----------|----------|
| 1 | \$52,765 | \$53,973 | \$55,182 | \$56,390 | \$57,599 | \$58,807 |
| 2 | \$53,065 | \$54,273 | \$55,482 | \$56,690 | \$57,899 | \$59,107 |
| 3 | \$53,465 | \$54,673 | \$55,882 | \$57,090 | \$58,299 | \$59,507 |
| 4 | \$53,915 | \$55,123 | \$56,332 | \$57,540 | \$58,749 | \$59,957 |
| 5 | \$54,915 | \$56,123 | \$57,332 | \$58,540 | \$59,749 | \$60,957 |
| 6 | \$55,915 | \$57,123 | \$58,332 | \$59,540 | \$60,749 | \$61,957 |
| 7 | \$57,415 | \$58,623 | \$59,832 | \$61,040 | \$62,249 | \$63,457 |
| 8 | \$58,915 | \$60,123 | \$61,332 | \$62,540 | \$63,749 | \$64,957 |
| 9 | \$60,515 | \$61,723 | \$62,932 | \$64,140 | \$65,349 | \$66,557 |
| 10 | \$62,255 | \$63,463 | \$64,672 | \$65,880 | \$67,089 | \$68,297 |
| 11 | \$64,005 | \$65,213 | \$66,422 | \$67,630 | \$68,839 | \$70,047 |
| 12 | \$66,209 | \$67,417 | \$68,626 | \$69,834 | \$71,043 | \$72,251 |
| 13 | \$73,041 | \$74,249 | \$75,458 | \$76,666 | \$77,875 | \$79,083 |
| 14 | \$80,872 | \$82,081 | \$83,289 | \$84,497 | \$85,706 | \$86,914 |

**SALARY GUIDE - Year 2
2014 - 2015**

| Step | BA | BA +15 | BA +30 | MA | MA +15 | MA +30 |
|------|----------|----------|----------|----------|----------|----------|
| 1 | \$52,765 | \$53,973 | \$55,182 | \$56,390 | \$57,599 | \$58,807 |
| 2 | \$53,065 | \$54,273 | \$55,482 | \$56,690 | \$57,899 | \$59,107 |
| 3 | \$53,465 | \$54,673 | \$55,882 | \$57,090 | \$58,299 | \$59,507 |
| 4 | \$53,915 | \$55,123 | \$56,332 | \$57,540 | \$58,749 | \$59,957 |
| 5 | \$54,915 | \$56,123 | \$57,332 | \$58,540 | \$59,749 | \$60,957 |
| 6 | \$55,915 | \$57,123 | \$58,332 | \$59,540 | \$60,749 | \$61,957 |
| 7 | \$57,415 | \$58,623 | \$59,832 | \$61,040 | \$62,249 | \$63,457 |
| 8 | \$58,915 | \$60,123 | \$61,332 | \$62,540 | \$63,749 | \$64,957 |
| 9 | \$60,515 | \$61,723 | \$62,932 | \$64,140 | \$65,349 | \$66,557 |
| 10 | \$62,255 | \$63,463 | \$64,672 | \$65,880 | \$67,089 | \$68,297 |
| 11 | \$64,005 | \$65,213 | \$66,422 | \$67,630 | \$68,839 | \$70,047 |
| 12 | \$66,210 | \$67,418 | \$68,627 | \$69,835 | \$71,044 | \$72,252 |
| 13 | \$74,041 | \$75,249 | \$76,458 | \$77,666 | \$78,875 | \$80,083 |
| 14 | \$82,172 | \$83,380 | \$84,589 | \$85,797 | \$87,006 | \$88,214 |

**SALARY GUIDE – Year 3
2015 – 2016**

| Step | BA | BA +15 | BA +30 | MA | MA +15 | MA +30 |
|------|----------|----------|----------|----------|----------|----------|
| 1 | \$53,265 | \$54,473 | \$55,682 | \$56,890 | \$58,099 | \$59,307 |
| 2 | \$53,565 | \$54,773 | \$55,982 | \$57,190 | \$58,399 | \$59,607 |
| 3 | \$53,965 | \$55,173 | \$56,382 | \$57,590 | \$58,799 | \$60,007 |
| 4 | \$54,415 | \$55,623 | \$56,832 | \$58,040 | \$59,249 | \$60,457 |
| 5 | \$54,915 | \$56,123 | \$57,332 | \$58,540 | \$59,749 | \$60,957 |
| 6 | \$55,915 | \$57,123 | \$58,332 | \$59,540 | \$60,749 | \$61,957 |
| 7 | \$57,415 | \$58,623 | \$59,832 | \$61,040 | \$62,249 | \$63,457 |
| 8 | \$58,915 | \$60,123 | \$61,332 | \$62,540 | \$63,749 | \$64,957 |
| 9 | \$60,515 | \$61,723 | \$62,932 | \$64,140 | \$65,349 | \$66,557 |
| 10 | \$62,255 | \$63,463 | \$64,672 | \$65,880 | \$67,089 | \$68,297 |
| 11 | \$64,005 | \$65,213 | \$66,422 | \$67,630 | \$68,839 | \$70,047 |
| 12 | \$68,205 | \$69,413 | \$70,622 | \$71,830 | \$73,039 | \$74,247 |
| 13 | \$74,041 | \$75,249 | \$76,458 | \$77,666 | \$78,876 | \$80,083 |
| 14 | \$83,172 | \$84,381 | \$85,590 | \$86,798 | \$88,006 | \$89,215 |

SCHEDULE "E" – HEALTH BENEFITS**Aetna Health Inc.® PREMIER PLAN
BERLIN BORO BOARD OF EDUCATION
New Jersey - South**

| | <u>Copayments</u> |
|--------------------------------------------------|-----------------------------------------------------------|
| PRIMARY CARE PHYSICIAN VISITS | |
| Office Hours | \$2 copay |
| After Hours / Home Visits | \$5 copay |
| SPECIALTY CARE | |
| Office Visits | No copay |
| Diagnostic Outpatient Testing | No copay |
| Phys, Occ, Speech Therapy | No copay |
| SPU SURGERY | No copay |
| HOSPITALIZATION | No copay |
| EMERGENCY ROOM (copay waived if admitted) | \$15 copay |
| MATERNITY | |
| First OB Visit | No copay |
| Hospital | No copay |
| MENTAL HEALTH | |
| Inpatient | No copay, 35 days |
| Outpatient | No copay \$25 copay/V, 11-20 visits |
| SUBSTANCE ABUSE | |
| Detoxification | No copay |
| Inpatient Rehabilitation | No copay, 30 days (Drug) |
| Outpatient Rehabilitation | \$0 copay/V, 20 visits |
| PREVENTIVE CARE | |
| Routine Eye Exam (per benefit schedule) | \$2 copay |
| Routine GYN Exam | \$0 copay (ObamaCare 7/1/13) |
| Pediatric Preventive Dental Exam | \$2 copay |
| PRESCRIPTION LENS REIMBURSEMENT | \$100 every 24 months plus Eye Med – Vision 1 Discount |

All non-emergency specialty and hospital services require a written referral from the primary care physician. See Certificate of Coverage for complete list of terms, benefits and exclusions. Benefits are provided by Aetna Health Inc.

Aetna Health Inc.® PREMIER PLAN
BERLIN BORO BOARD OF EDUCATION
New Jersey - South

Exclusions and Limitations

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

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

Disclaimers

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

Aetna Health Inc.® QUALITY POINT-OF-SERVICE PROGRAM
NJ School Patriot V (6/96) / QPOS Custom Plan
BERLIN BORO BOARD OF EDUCATION

| | <u>NJ Referred</u> | <u>NJ Nonreferred*</u> |
|--------------------------------------------------|------------------------|-------------------------------------------|
| FINANCIAL | | |
| Deductible: Single/Family | N/A | \$100/\$200 |
| Coinsurance | N/A | 70% |
| Coinsurance Limit: Single/Family | N/A | \$2,000/\$4,000 |
| Lifetime Maximum Benefit | N/A | \$5,000,000 |
| PRIMARY CARE PHYSICIAN VISITS | | |
| Office Hours | \$5 copay | 70% after deductible |
| After Hours / Home Visits | \$10 copay | 70% after deductible |
| SPECIALTY CARE | | |
| Office Visits | \$5 copay | 70% after deductible |
| Diagnostic Outpatient Testing | No copay | 70% after deductible |
| Phys, Occ, Speech Therapy | No copay | 70% after deductible |
| SPU SURGERY | No copay | 70% after deductible |
| HOSPITALIZATION | No copay | 70% after deductible |
| SKILLED NURSING FACILITY | No copay | 70% after deductible |
| EMERGENCY ROOM (copay waived if admitted) | \$25 copay | \$25 copay |
| HOME CARE | No copay | 70% after deductible, 60 visits |
| MATERNITY | | |
| First OB Visit | No copay | 70% after deductible |
| Hospital | No copay | 70% after deductible |
| MENTAL HEALTH | | |
| Inpatient | No copay, 35 days | 70% after deductible, 60 days |
| Outpatient | \$5 copay/V, 30 visits | 70% after deductible, 30 visits |
| SUBSTANCE ABUSE | | |
| Detoxification | No copay | 70% after deductible, 7 days |
| Inpatient Rehabilitation | No copay, | 30 days 70% after deductible, 30 days |
| Outpatient Rehabilitation | No copay, | 60 visits 70% after deductible, 30 visits |
| PREVENTIVE CARE | | |
| Routine Eye Exam (per benefit schedule) | \$5 copay | Not covered |
| Routine Physicals | \$0 copay | See Insurance Certificate |
| Immunizations | \$0 copay | See Insurance Certificate |
| Routine Mammography | No copay | Covered (state-specific guidelines) |
| Routine GYN Exam | \$0 copay | Not covered |
| Pediatric Preventive Dental Exam | \$5 copay | Not covered |
| CHIROPRACTIC CARE | \$ 5 copay/V | 70% after deductible |
| PRESCRIPTION LENS REIMBURSEMENT | \$100 every | 24 months |
| PLUS EYE MED VISION I DISCOUNT | | |
| DURABLE MEDICAL EQUIPMENT | Not Covered | 70% after deductible |
| BARIATRIC SURGERY | Covered | |

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

To receive maximum benefits, In-network (referred) services must be provided or referred by the participating primary care physician you selected. In-network (referred) benefits are provided by Aetna Health Inc.®

Out-of-network (non-referred) benefits are underwritten by Corporate Health Insurance Company.

All benefits, exclusions and limitations are provided in accordance with the applicable group agreement and insurance certificate.

Aetna Health Inc.® QUALITY POINT-OF-SERVICE PROGRAM
NJ School Patriot V (6/96) / QPOS Custom Plan
BERLIN BORO BOARD OF EDUCATION

Exclusions and Limitations

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

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

Disclaimers

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

Aetna Health Inc.® QUALITY POINT-OF-SERVICE PROGRAM
NJ School Patriot X (2004) / QPOS Custom Plan
BERLIN BORO BOARD OF EDUCATION

| | <u>NJ Referred</u> | <u>NJ Nonreferred*</u> |
|---------------------------------------------------------------------------|-------------------------|----------------------------------|
| FINANCIAL | | |
| Deductible: Single/Family | N/A | \$100/\$200 |
| Coinsurance | N/A | 80% |
| Coinsurance Limit: Single/Family | N/A | \$400/\$1,200 |
| Lifetime Maximum Benefit | N/A | Unlimited |
| PRIMARY CARE PHYSICIAN VISITS | | |
| Office Hours | \$10 copay | 80% after deductible |
| After Hours / Home Visits | \$15 copay | 80% after deductible |
| SPECIALTY CARE | | |
| Office Visits | \$15 copay | 80% after deductible |
| Diagnostic Outpatient Testing | \$15 copay | 100% covered |
| Phys, Occ, Speech Therapy | \$15 copay | 100% covered |
| SPU SURGERY | | |
| | No copay | 100% covered |
| HOSPITALIZATION | | |
| | No copay | 100% covered |
| SKILLED NURSING FACILITY | | |
| | No copay | 100% covered |
| EMERGENCY ROOM (copay waived if admitted) | | |
| | \$35 copay | \$35 copay |
| HOME CARE | | |
| | 100% | 100% covered |
| MATERNITY | | |
| First OB Visit | \$15 copay | 80% after deductible |
| Hospital | No copay 100% covered | |
| MENTAL HEALTH | | |
| Inpatient | No copay, 35 days | 0-30d 100% covered; 31-90d D & C |
| Outpatient | \$25 copay/V, 20 visits | 80% after deductible |
| SUBSTANCE ABUSE | | |
| Detoxification | No copay | 100% coverage, 7 days |
| Inpatient Rehabilitation | No copay, 30 days | 100% covered, 30 days |
| Outpatient Rehabilitation | \$15 copay/V, 60 visits | 80% after deductible, 30 visits |
| PREVENTIVE CARE | | |
| Routine Eye Exam (per benefit schedule) | \$15 copay | Not covered |
| Routine Physicals | \$0 copay | 100% (state-specific guidelines) |
| Immunizations | \$0 copay | 100% (state-specific guidelines) |
| Routine Mammography | \$0 copay | 100% (state-specific guidelines) |
| Routine GYN Exam | \$0 copay | 100% of UCR up to \$150 |
| Pediatric Preventive Dental Exam | \$15 copay | Not covered |
| CHIROPRACTIC CARE | | |
| | \$15 copay, 20 visits | 80% after deductible |
| PRESCRIPTION LENS REIMBURSEMENT PLUS EYE MED VISION I DISCOUNT | | |
| | \$100 every 24 months | |
| DURABLE MEDICAL EQUIPMENT | | |
| | Not Covered | 80% after deductible |
| BARIATRIC SURGERY | | |
| | Covered | |

*Member precertification required or benefits paid will be substantially reduced. To receive maximum benefits, In-network (referred) services must be provided or referred by the participating primary care physician you selected. In-network (referred) benefits are provided by Aetna Health Inc.® Out-of-network (non-referred) benefits are underwritten by Corporate Health Insurance Company. All benefits, exclusions and limitations are provided in accordance with the applicable group agreement and insurance certificate.

Aetna Health Inc.® QUALITY POINT-OF-SERVICE PROGRAM

**NJ School Patriot X (2004) / QPOS Custom Plan
BERLIN BORO BOARD OF EDUCATION**

Exclusions and Limitations

This plan does not cover all health care expenses and includes exclusions and limitations. Members should refer to their plan documents to determine which health care services are covered and to what extent. The following is a list of services and supplies that are generally not covered. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer. All medical and hospital services not specifically covered in, or which are limited or excluded in your plan documents; Cosmetic surgery, including breast reduction; Custodial care; Dental care and dental X-rays; Donor egg retrieval; Durable Medical Equipment; Experimental and investigational procedures; Hearing aids; Home births; Implantable drugs and certain injectible drugs including injectible infertility drugs; Immunizations for travel or work; Infertility services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services unless specifically listed as covered in your plan documents; Long-term rehabilitation therapy; Orthotics; Outpatient Prescription drugs and over-the-counter medications and supplies; Nonmedically necessary services or supplies; Radial keratotomy or related procedures; Reversal of voluntary sterilization; Services for the treatment of sexual dysfunction or inadequacies including therapy, supplies, counseling or prescription drugs; Special duty nursing; Therapy or rehabilitation other than those listed as covered; and Treatment of behavioral disorders.

Disclaimers

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

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PRESCRIPTION DRUG PLAN

RETAIL COPAYS

Generic Drugs: \$15.00
Brand Drugs: \$30.00

MAIL ORDER COPAYS

Generic Drugs: \$15.00
Brand Drugs: \$30.00

Must utilize mail order for all maintenance medications.

Pre-authorizations required on specific medications.

DENTAL

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| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| If you are in <u>Premier</u> Calendar Year Maximum | \$1,500.00 |
| Calendar Year Deductible | |
| • Individual | \$50.00 |
| • Family (family deductible is accumulated by individual deductibles) | \$150.00 |
| <u>Orthodontia (Employee and Dependents)</u> | 50% |
| Orthodontic treatment is a benefit limited to once in a lifetime | |
| • Maximum (Lifetime) | \$1,000.00 |
| • Deductible (Lifetime) | N/A |
| <u>Preventive & Diagnostic Services (No Deductible)</u> | 100% |
| • Exams, Cleanings, (each twice per calendar year per person, ages 14 and older are considered adults) | |
| • X-rays – full mouth series or panoramic (either one, once in three years) | |
| • X-rays – bitewing (twice per calendar year) | |
| • X-rays – single films (multiple x-rays on the same date of service will not exceed the benefit of a full-mouth series) | |
| • Fluoride Treatment (once per calendar year, for eligible children to age 19, combinations with cleanings are applied to time limits for both) | |
| • Space Maintainers (once per space for missing posterior primary teeth, for children under age 14) | |
| <u>Remaining Basic & Crowns (No Deductible)</u> | 80% |
| • Crowns and crown-related procedures (post and core, core buildup, etc., once every five years, permanent teeth only, for ages 12 and older) | |
| • Inlays (inlays are only payable when done in conjunction with an onlay; by themselves they are given the alternate benefit of an amalgam filling) | |
| • Consultations (payable once per specialty in a calendar year but may reduce the approved charge for the final treatment rendered by the same dentist) | |
| • Fillings – composite and amalgam (composite fillings on back teeth are given the alternate benefit of an amalgam filling, payable once per year for decay or fracture only) | |
| • Extractions, Oral Surgery (impacted wisdom teeth claims should first go to medical carrier) | |
| • Endodontics (root canals on permanent teeth and root surgery each once per 24 months) | |
| • Periodontics (have specific frequency limitations, pre-treatment estimate is strongly recommended – e.g. surgery once per 36 months) | |
| • Sealants (1 st and 2 nd permanent, decay-free molars, once in a lifetime per tooth, for children to age 16) | |
| • Repair of Dentures (repair of existing prosthetic appliances) | |
| • Emergency Care (necessary palliative treatment for minor dental pain) | |
| <u>Prosthodontics (No Deductible)</u> | 60% |
| • Bridgework (once every five years, for ages 16 and older) (bridges with four or more missing teeth in that arch may be given an alternate benefit of a partial denture) | |
| • Full & Partial Dentures (either one, once every five years, partial dentures for ages 16 and older) (fixed bridges and removable partial dentures are not benefits in the same arch; benefits will be provided for the removable partial denture only) | |

SIGNATURES

IN WITNESS WHEREOF, the parties have affixed their respective signatures, this day of August 22, 2013.

FOR THE BOARD:

FOR THE ASSOCIATION:

Nicholas Guerere
President BOE

Dali Kilpatrick
President BTA

Frank J. Domin, Jr.
Secretary

Beth Snyder
Secretary