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A G R E E M E N T

Between the

WEST DEPTFORD BOARD OF EDUCATION

and the

WEST DEPTFORD TOWNSHIP EDUCATION ASSOCIATION

~~X~~ Effective July 1, 1981 to June 30, 1983

ORIGINAL COPY

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PREAMBLE

THIS AGREEMENT entered into this 1st day of July 1981, by and between the Board of Education of West Deptford Township, the Township of West Deptford, New Jersey, hereinafter called the "Board" and the West Deptford Education Association, hereinafter called the "Association".

ARTICLE I
RECOGNITION

A. Association Unit

1. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in "Chapter 303, New Jersey Laws of 1968", for all full-time certified personnel under contract, but excluding supervisory and executive personnel, as well as, psychologists, learning disability specialists, social workers, secretarial, maintenance and operating employees.

2. The term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the bargaining unit as defined above.

a. Whenever the term "classroom teacher" is used in this Agreement it shall refer only to teachers who are assigned classes and shall not be deemed to include members of the bargaining unit whose work schedule does not include classroom contact for instructional purposes with students on a continuing basis. Accordingly, employees such as counselors, nurses and librarians are not classroom teachers.

B. Board Unit

The term "Board" shall include its officers and agents.

C. Negotiation Rights

The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 303, New Jersey Laws of 1968, for the duration of this Agreement.

ARTICLE II
NEGOTIATION PROCEDURE

A. Sessions

1. Negotiating sessions shall be held in the West Deptford School facilities.
2. Negotiating sessions shall begin within the initial time period scheduled by the Public Employment Relations Commission or, in the absence thereof, no later than the last day of September.
3. Each session shall start and end at a time to be mutually agreed upon by the parties.

B. Composition of Teams

Neither the Board nor the Association shall have any control over the selection of the negotiation representatives of the other party. However, each party's team of representatives for negotiations shall consist of no more than eight representatives.

C. Restrictions

No tape recorders or other mechanical or electronic recording device shall be used at any time during either negotiating sessions, mediation sessions or fact-finding sessions.

D. Tentative Agreements

Tentative Agreements by the Board Committee and the West Deptford Education Association Committee are not binding until adopted by the majority vote of the entire Board of Education and ratified by the W.D.E.A. respectively.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

1. A grievance is a claim by a teacher, or group of teachers, based upon a violation of any provision of the Agreement or written Board policies.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The primary purpose of this procedure is to secure at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings shall be kept confidential at each level of the procedure, subject to any applicable right-to-know laws.

2. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, providing the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

1. The aggrieved person shall be entitled, at his option, to be represented by an Association Representative at every step of the grievance procedure.

2. If the matter is not resolved to the satisfaction of the aggrieved person, after informal discussions, he shall set forth

his grievance in writing to the building principal. The written grievance shall specify:

- a. The nature of the grievance.
- b. The article and section of the Agreement or written Board policies allegedly violated.
- c. The day of the alleged grievance.
- d. The results of previous discussions.
- e. A statement regarding the relief sought, and
- f. Signature of the aggrieved person.

The written grievance shall be submitted within the first ten (10) school days following the alleged grievance. (The term school day and work day shall be used interchangeably). If the grievance is not submitted in writing within the aforementioned time span, the grievance shall be declared void. In the case where a grievance is submitted at the end of the school year, the grievance must be received in writing within seven (7) calendar days following the last scheduled teacher-duty day.

The building principal shall render his decision in writing to the aggrieved person within five (5) school days.

3. If the aggrieved person is not satisfied with the disposition of his grievance by the building principal, he may appeal the decision in writing to the Superintendent of Schools. Such appeal shall be made within five (5) school days. The Superintendent of Schools shall render his decision in writing to the aggrieved person within ten (10) school days.

4. If the aggrieved person is not satisfied with the disposition of his grievance by the Superintendent, he may appeal

the decision in writing to the Board. Such appeal shall be made within five (5) school days.

5. The aggrieved person may request a hearing before the appropriate committee of the Board and said hearing shall be granted. The hearing shall be held within two (2) calendar weeks. The Board shall render a written decision to the aggrieved person within thirty-one (31) calendar days.

6. If the aggrieved person is not satisfied with the disposition of his grievance by the Board and he wishes review by a third party he shall so advise the Board in writing, through the Superintendent of Schools, of his appeal. Such appeal shall be made within ten (10) school days from receipt of the Board's decision.

7. a. 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 said 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. The arbitrator shall limit himself to issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from this Agreement.
- b. The arbitrator so selected shall confer with the representatives of the Board and the Association

and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory in nature.

- c. The costs 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.

D. Rights of Teachers to Representation

The aggrieved person may proceed individually through the grievance procedure, or at his option, with a representative designated by the Chairperson of the P.R. & R. Committee of the Association and/or with the President of the Association. When a teacher is not represented by the Association, the Association shall have the right to submit its views on the matter.

E. Miscellaneous

1. It shall be the practice of all parties in interest to conduct meetings and hearings under this Article in private at times which do not interfere with assigned duties.

2. All staff members, including the aggrieved, shall continue under the direction of the administration until such grievance is resolved.

3. Board decisions shall be final and binding on the grievances concerning:

- a. Any matter for which a specific method is prescribed and expressly set forth by law, by rules or regulations having the force of law, or rules or regulations of the State Commissioner of Education, or
- b. The termination of services or failure to reemploy any probationary teacher, or
- c. A complaint by any certified personnel occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in, any position for which tenure either is not possible, or is not required, or
- d. Any matter which according to law is either beyond the scope of Board authority, or limited to the unilateral action by the Board alone.

4. If, in the judgment of the Association, an alleged grievance affects a group or class of teachers, the grievance procedure shall commence with the Superintendent of Schools unless the

action complained of was initiated by the building principal, in which case the grievance procedure shall commence with the building principal. The building principal(s) shall be consulted prior to the submission of said grievance.

ARTICLE IV

TEACHING HOURS AND TEACHER LOAD

A. Teacher Day

1. Check-in Procedure

Each Building Principal or Head Teacher in consultation with the Superintendent of Schools shall establish procedures for regulating the check-in and check-out procedures of his staff. This shall be based upon the needs of the students attending each building. No time clocks shall be used to accomplish this task.

The actual arrival and departure times for teachers shall be determined by the Superintendent of Schools in consultation with the Building Principal or Head Teacher. Adequate supervision of students before and after school and extra help needs of students must be considered in establishing time requirements.

2. Length of School Day

The total required school day for teachers in the elementary, middle and senior high schools shall not exceed seven and one-half (7-1/2) hours. On the last full student day of the week, teachers shall not be required to remain in excess of ten (10) minutes after students have left school except in the event of an emergency as determined by the administration.

B. Teaching Load

1. Middle School and High School

- a. The normal weekly teaching load shall not exceed five (5) class assignments.
- b. In the event a sixth class assignment becomes necessary the administration will solicit volunteers. The criteria for the selection of the individual teacher shall be such as it does not conflict with

the instructional requirements and is in the best interests of the educational program. At the time five (5) teachers are assigned to a sixth period class in a departmental area, the Board shall hire an additional teacher for that area for the following school year, unless there is no longer a need for the five (5) extra class assignments. The final selection of the teacher assigned to a sixth class rests with the Board. The teacher shall be compensated as follows:

Effective 7/1/81 - \$850.00

Effective 7/1/82 - \$900.00

- c. Each classroom teacher shall have designated preparation time equal to one-fifth (1/5) of the time spent in teaching. This preparation time shall be calculated on a weekly basis. The Board recognizes that team planning is essential to the success of team teaching. Consequently, wherever and insofar as possible, the administration will provide two (2) of the five (5) preparation periods per week for team planning.

Occasionally, a situation will arise demanding staff supervision that may require a teacher to relinquish his preparation period on a particular day. The administration shall record such instances and equalize such "coverage needs" to the extent that it is possible among the total staff.

- d. Each classroom teacher shall receive a duty free lunch period based on the same time allotment provided students for lunch periods.

- e. The administration may assign non-teaching duties for the remainder of the school day (7-1/2 hours) to meet the needs of the school program.
- f. The administration may decrease teaching loads according to the needs of the curricular or the extra-curricular programs.
- g. Teachers working with the Middle or High Schools shall receive every possible consideration in limiting the number of teaching stations. Factors such as the needs of handicapped children, the limitation of the building structure, the size of the student populations, etc., must be accepted as legitimate factors affecting these decisions.

2. Elementary Schools

- a. The normal daily teaching load in the elementary schools shall not exceed five (5) hours and thirty (30) minutes of pupil teaching time.
- b. Elementary School teachers shall receive a minimum of forty-five (45) consecutive minutes of duty free lunch time. This time provision shall be in effect unless an emergency should arise as deemed by the building principal.
- c. Elementary teachers may leave their classroom for preparation time when specialists are teaching their students. When necessary in the judgment of the principal, preparation time may be used for purposes other than preparation.

- d. The administration may assign non-teaching duties for the remainder of the school day (7-1/2) hours to meet the needs of the school program.

C. Meetings

1. The notice of an agenda for in-school meetings shall be given to the teachers involved or posted at least one (1) day prior to the meeting except in an emergency.

2. Teachers may have the opportunity to suggest school related topics for inclusion as items in the agenda.

D. Special Assignments

1. Special Curriculum Studies and Projects may be established by the administration and recommended to the Board of Education for approval. Said studies and projects are limited to those tasks which: (1) are begun but cannot be completed during the school day as per Article IV-A and B; (2) result in a written proposal or report and/or an in-service day presentation; and (3) do not occur as an integral part of one's duties for which compensation is already being received via a contracted salary guide. Teachers who are assigned to complete special curriculum studies and projects will be compensated as follows:

Effective 7/1/81 - \$7.50 per hour

Effective 8/1/82 - \$8.00 per hour

2. Staff members will be notified of special assignments by building administrators in writing. Assignment notification for a project will include:

- a. A description of the project.
- b. The length of time necessary to complete.
- c. The method of determining successful completion.
- d. The date the assignment is to be completed.

3. A staff member who accepts a special assignment and the conditions will notify his Unit Administrator in writing.

4. The Superintendent of Schools shall authorize remuneration upon completion of the project in accordance with the criteria listed in Article IV, Section D, item 2.

ARTICLE V

NON-TEACHING DUTIES

A. Intent

Determination of what non-teaching duties shall be performed by teachers shall remain the province of the Board. The Board and the Association are aware that teaching is a teacher's first responsibility and to that end the Board shall strive to keep non-teaching duties to a minimum. However, the Board and the Association ask all teachers to take cognizance of the fact that certain such non-teaching duties are inherent in the teaching function. It is understood that non-teaching duties are those which do not require teacher preparation time.

B. Application

Teachers shall not be required to:

1. Keep registers.
2. Score the California and Iowa Tests or their equivalent.

ARTICLE VI

SALARIES

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

B. Teachers employed on a ten (10) months' basis shall be paid in twenty (20) equal semi-monthly installments.

C. Teachers may individually elect to have monies deducted from their monthly gross salary and deposited with the Gloucester County Teachers' Federal Credit Union. Notification to the Secretary of the Board from the Credit Union authorizing the payroll deductions and amount shall be made no later than five (5) weeks after adoption of the salary scale, with deductions to begin at the next pay period. Thereafter, the teachers may change the amount being deducted on or about October 1st, January 1st and April 1st of each year. No changes shall be made the other times.

D. 1. Teachers shall receive their semi-monthly payment on the fifteenth (15th) and thirtieth (30th) of each month during the contract year. If the 15th and/or 30th fall on a Saturday or Sunday, pay shall be made on the previous Friday.

2. When a pay day falls on or during a school holiday, vacation, or week-end, teachers shall receive their pay checks on the last previous working day.

E. Teachers shall receive their final checks on the last working day in June. However, any teacher who has used all of his sick leave prior to the last school day in May will be notified by June fifth (5th), in writing, that his second June pay check will be

held in order to affect any adjustments for sick days taken during the month of June. This final check will be mailed as soon as possible after the last school day in June, but no later than ten (10) calendar days after the close of school.

F. Salaries of extra-curricular activities sponsors, athletic coaches, team leaders and department chairpersons covered by this Agreement are set forth in Schedules "B", "C" and "D" which are attached hereto and made part hereof.

Individuals may not assume duties under this contract unless informed by the Board of Education, in writing, annually of their employment.

The Board of Education reserves the right to add or delete positions from the aforementioned schedules. Notification of deletions of positions shall be made prior to the starting date of the activity.

G. The Superintendent of Schools will authorize payment of extra-curricula and co-curricula salaries upon completion of the service with the following exceptions:

1. Sponsors of activities which continue throughout the school year shall be paid semi-annually (February - June).

2. Short term Club sponsors will be paid after the completion of the activity, either January or June.

ARTICLE VII

TUITION REIMBURSEMENT

A. Eligibility

1. Only teachers possessing a regular New Jersey State teaching certificate will be eligible to participate in the program of professional development and improvement.

2. There may be circumstances when the Board requests to have a teacher become certified in another area, or have a teacher take a specific course to meet a need, in which the teacher involved will be eligible for full participation in the Board's program for professional development.

3. A teacher will not be eligible to participate in the Board's program for professional development if costs are paid by an outside agency. However, if the teacher receives financial assistance from an outside agency which does not cover the complete course costs, the Board shall pay the difference, not to exceed the tuition reimbursement limitation.

B. Requirements

1. The Board will reimburse a teacher for graduate courses in his/her area of employment which are offered at an accredited institution of higher education.

2. Graduate courses may be taken to increase one's knowledge in his area of employment or to keep abreast of current trends in his area of employment, or to fulfill the needs of a Master's or Doctoral program.

3. Graduate courses taken solely to gain a specialization in another discipline, or for obtaining certification in other areas such as administration, guidance, etc. would not be eligible for reimbursement.

4. The Superintendent must approve all courses in advance of enrollment. In the event of extenuating circumstances undergraduate credits may be taken.

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5. General preparation courses will be recognized only when they are in connection with the fulfillment of requirements for a Masters or Doctoral degree or when relevance to the job can be demonstrated.

C. Reimbursement

1. The Board will reimburse teachers for tuition and books up to the amounts set forth below in one (1) given school year from July 1st to June 30th following:

Effective 7/1/81 - \$ 450.00

Effective 7/1/82 - \$ 500.00

2. Payment for approved courses shall be made contingent upon the receipt of passing grades, "C" or better, and appropriate receipts for tuition, fees and books.

3. All teachers willingly leaving the school system shall reimburse the Board for all tuition reimbursement granted during the current school year.

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ARTICLE VIII

VOLUNTARY AND INVOLUNTARY TRANSFERS

A. General

The Board and the Association recognize that changes in grade assignments and changes in subject assignments and transfers between schools will be necessary. Decisions affecting teachers in regard to transfers and reassignments shall rest with the Board. The decision of the Board as to the filling of all vacancies shall be final.

B. Notification of Vacancies

1. Posting

As soon as practical the Superintendent shall post in all schools a list of known vacancies as they occur.

2. Filing of Requests

A teacher may apply for a position at any time. Application must be made in writing to the Superintendent of Schools. Applications will be considered should a vacancy occur either during the school year or during the summer. Applications shall be renewed annually at the start of each school year.

C. Voluntary Transfers

1. Criteria for Reassignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis of fact.

2. Notification of Assignment

As soon as practical the Superintendent shall notify all teachers who have been reassigned or transferred. Change made after the last day of school shall be followed by notification to the teacher by certified mail to his/her address.

D. Involuntary Transfers

1. Criteria

In making an involuntary transfer, or reassignment, the conveniences and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and students. When such assignment is necessary a teacher's area of competence, major or minor field of study, and length of service shall be considered.

2. Notice

Notice of an involuntary transfer and/or reassignment shall be given to teachers as soon as practical and, except in cases of emergency, not later than five (5) days following the Board's regular May meeting.

3. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate supervisor at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

ARTICLE IX

TEACHER EVALUATION

A. Tenure Teacher Evaluation Policy

1. Responsibility for Tenure Teacher Evaluation

Teacher evaluation is the responsibility of the Board and shall be conducted by administrative personnel in accordance with State law relative thereto.

2. Philosophy and Components of Evaluation Process

The Board agrees that teacher evaluation is an important part of improving and maintaining a good educational system. The Board confirms that the means of evaluating should be discussed between the administration and teacher but the decision regarding the final format rests with the Board. The purpose of the annual evaluation process which consists of classroom observation, formal and informal performance reviews via the Annual Summary Conference and the Annual Written Performance Report shall be:

- a. To improve student learning and growth.
- b. To improve the skills of tenured teaching staff members.
- c. To provide a basis for the review of the performance of tenured teaching staff members.

3. Classroom Observation

a. Frequency

All tenure staff members are to be observed formally at least twice each year.

b. Processing of Copies of the Observation Report

- (1) Each teacher shall receive two (2) copies of the observation report within fifteen (15) calendar days following an observation.

- (2) The teacher shall retain one (1) copy for his file, the other shall be signed and returned to the evaluator to be placed in the teacher's personal file.
- (3) A tenure teacher shall have the opportunity to respond to the written observation with the evaluator.
- (4) All teachers, if they so desire, may submit a written reply to the observation. This reply shall be in duplicate, signed by the teacher, and forwarded to the evaluator. The evaluator shall sign both copies and return one copy to the teacher. The other copy shall be placed in the teacher's personal file..

4. Annual Summary Conference

Each tenure staff member shall receive a yearly comprehensive evaluation. The conference phase of this evaluation shall include, but not be limited to:

- a. Review of the performance of the teaching staff member based upon the job description.
- b. Review of the teaching staff member's progress toward the objectives of the individual professional improvement plan developed at the previous annual conference.
- c. Review of available indicators of pupil progress and growth toward the program objectives.
- d. Review of the annual written performance report. The signing of said report shall occur within five (5) working days of the review.

5. Annual Written Performance Report: Two Step Process

a. Initial Phase

The Annual Summary Conference shall consist of a meeting between the teacher and appropriate administrator(s). This meeting will be structured to provide a discussion of the teacher's total performance. If areas of disagreement should arise, the teacher shall be given the opportunity to present any extenuating circumstances or arguments which he feels would affect the interpretation of the matter being considered. In order to insure that the teacher will be adequately prepared for this meeting, advance notice will be extended him of the forthcoming conference. This notice shall include a copy of the outline to be used as the evaluative instrument. The staff member should use this outline to either write out or mentally formulate his own self-evaluation.

b. Second Phase

This comprehensive evaluation shall consist of the administrator(s) drafting a summary statement, after the aforementioned exchange with the teacher which shall include, but not be limited to:

- (1) Performance areas of strength.
- (2) Performance areas needing improvement based upon the job description.
- (3) An individual professional improvement plan developed by the supervisor and the teaching staff member.

- (4) A summary of available indicators of pupil progress and growth, and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member.
- (5) Provision for performance data which has not been included in the report prepared by the supervisor to be entered into record by the evaluatee within ten (10) working days after the signing of the report.

(Commentary in the Annual Written Performance Report will pertain only to those matters discussed at the preliminary meeting).

c. Processing of Copies of the Annual Written Performance Report

- (1) Each teacher shall receive two (2) signed copies of the Annual Written Performance Report.
- (2) The Teacher shall retain one (1) copy for his file, the other shall be signed and returned to the evaluator to be placed in the teacher's personal file.
- (3) Should the teacher substantially disagree with the written comprehensive evaluation, he may submit two (2) signed copies of a written statement indicating disagreement. Both copies shall be signed by the evaluator, one (1) copy returned to the teacher, the other to be placed in the teacher's personal file.

6. Distribution of Policy Statement

The Superintendent shall be responsible for the distribution of the Tenure Teacher Evaluation Policy to each tenured teaching staff member on or before October 1st of each school year.

B. Non-Tenure Teacher Evaluation

1. Responsibility

Non-tenure teacher evaluation is the responsibility of the Board and formal evaluations shall be conducted by administrative personnel in accordance with State Law, however, the Board agrees that teacher evaluation is an important part of improving and maintaining a good educational system. The Board confirms that the means of evaluating should be discussed between the administration and teacher but the decision regarding the final format rests with the Board. Supervision shall exist for the improvement of instruction.

2. Frequency

All non-tenure teachers shall be formally observed at least four (4) times during the school year. A follow-up conference shall be held after each observation at which time teacher strengths and weaknesses shall be indicated. These observations shall be made by the supervisors or administrators under whose jurisdiction the particular staff members are assigned.

No later than the Friday following the regular April Board meeting, the Board shall give to each non-tenure teacher a written offer of a contract for the next year or a written notice that such employment shall not be offered.

3. Reports and Procedures

Each non-tenure teacher shall receive three (3) copies of the observation report within fifteen (15) calendar days following an observation.

The teacher shall retain one (1) copy for his file, the other shall be signed and returned to the evaluator to be placed in the teacher's personal file.

A non-tenure teacher shall have the opportunity to respond to the written observation with the evaluator. All teachers, if so desired, may submit a written reply to the observation. This reply shall be in duplicate, signed by the teacher, and forwarded to the evaluator. The evaluator shall sign both copies and return one (1) copy to the teacher. The other copy shall be placed in the teacher's personal file.

4. Comprehensive Evaluation

Each non-tenure staff member shall receive a yearly comprehensive evaluation in writing reflecting formal classroom observations, records, and all other existing information relating to that teacher's total performance as a staff member.

a. Process - Two Steps

Initial Phase

The comprehensive evaluation shall consist of a meeting between the teacher and the appropriate administrator(s). This meeting will be structured to provide a discussion of the teacher's total performance. If areas of disagreement should arise, the teacher shall be given the opportunity to present any extenuating circumstances or arguments

which he feels would affect the interpretation of the matter being considered. In order to insure that the teacher will be adequately prepared for this meeting, advance notice will be extended him of the forthcoming conference. This notice shall include a copy of the outline to be used as the evaluative instrument. The staff member should use this outline to either write out or mentally formulate his own self-evaluation.

Second Phase

This comprehensive evaluation shall consist of the administrator(s) drafting a summary statement, after the aforementioned exchange with the teacher reflecting conclusions regarding that teacher's total performance. This statement will pertain only to those matters discussed at the preliminary meeting.

b. Reports and Procedure

Each teacher shall receive two signed copies of the comprehensive evaluation report.

The teacher shall retain one copy for his file, the other shall be signed and returned to the evaluator to be placed in the teacher's personal file.

Should the teacher substantially disagree with the written comprehensive evaluation, he may submit two (2) signed copies of a written statement indicating disagreement. Both copies shall be signed by evaluator, one (1) copy returned to the teacher,

the other to be placed in the teacher's personal file.

c. Review

If a dissatisfaction still exists, the teacher may request a meeting with the Superintendent of Schools.

5. Personnel Records

The contents of teacher's files shall remain the discretion of the Superintendent of Schools. No material derogatory to a teacher's conduct or service shall be placed in the teacher's personnel file unless the teacher has the opportunity to review the material. Confidential material originating outside the District as job references or letters of recommendations shall be expunged from the teacher's personnel file upon reaching tenure in the District.

No later than April 30th of each year the Board shall give to each non-tenured teacher a written offer of a contract for the next year or a written notice that such employment shall not be offered.

ARTICLE X

SICK LEAVE

A. Accumulative

1. All teachers employed are entitled to ten (10) sick days each school year as of the first day they report for duty. Unused sick leave days shall be accumulated with no maximum limit.

2. A teacher employed during a school year shall be granted one (1) day of sick leave for each month remaining in that school year beginning with the teacher's first day on duty.

B. Statement

1. A written reason shall be filed for each sick day absence.

2. The Superintendent may, at his discretion, require medical proof under the following circumstances:

a. When a teacher has been absent for two (2), consecutive working days;

b. When a teacher has been absent four (4) days in any thirty (30) calendar day period:

c. Whenever 15% of the teachers in any one of the School District's three divisions are absent on the same day.

C. In-School Injury

Payment of sick leave for a service connected disability shall be granted according to the appropriate provisions of N.J.S.A. 18A. (18A:30-2.1).

D. Prolonged Absence

Payment for prolonged absence beyond the sick leave period shall be granted according to the appropriate provisions of N.J.S.A. 18A. (18A:30-6).

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

A. Death

In the event of a death in the immediate family, an allowance of up to five (5) school days leave shall be granted. "Immediate family" shall be defined as mother, father, spouse, child and siblings. An allowance of up to three (3) school days leave shall be granted for the death of grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law and other members of the immediate household, excluding boarders.

B. Personal Leave

1. General

- a. Each teacher shall be granted no more than two (2) days of personal leave of absence with pay for personal business reasons.
- b. Unused personal leave days during the contract year shall be added to a teacher's accumulated sick leave time for the next school year.

2. Definition

Personal leave days are to be utilized only for business engagements of an obligatory nature that cannot be conducted outside the normal work day. Personal leave shall not be taken for pleasure, recreation, job interviews or to extend vacations, holidays or weekends, or attending to the obligations of advanced study or a second job. In addition, except for emergencies, personal leave shall not be taken on the first or last days of the teacher calendar year nor the first or last pupil contact days for the school year.

3. Procedure

- a. An application form for personal leave must be submitted to the Superintendent of Schools for

approval through the normal chain of command, beginning with the principal, at least four (4) calendar days in advance.

- (1) A teacher shall be entitled to take one (1) of the two (2) personal days without being required to state a reason other than that the leave is for personal business. As to the other personal day, the teacher shall provide a reason in order to permit the Superintendent to render a decision on the request.
- (2) In cases of extreme emergency, requests may be granted immediately by the principal. In the latter case the application form shall be submitted through the normal chain of command within two (2) days after the teacher's return to work.
- (3) Personal business reasons may include but are not limited to:
 - (a) Attendance at funeral services.
 - (b) Serious illness or injury within the immediate family.
 - (c) Religious holidays where observance prevents the teacher from working on such days.
 - (d) Court subpoena.
 - (e) Marriage of employee.
 - (f) Wedding attendance of son or daughter.

- (g) Attendance at one's graduation exercises or of immediate family.
- (h) Other Reasons (explanation required on form if the day being requested is a personal day for which a reason must be given under Paragraph 3A (1) above).

(4) Additional Personal Leave

The Superintendent of Schools may grant additional temporary leaves of absence without pay.

C. Professional Leave

Temporary leaves for Administrator-approved visitation to other schools, or for attending meetings, or conferences, of an educational nature will be with pay.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A. Maternity

A teacher shall advise the Board within two (2) weeks of confirmation of pregnancy. Maternity leaves shall be granted without pay to female teachers in the school district. The Board, in consultation with the teacher shall determine the exact date of commencement and termination of such leave. A non-tenured teacher shall be granted a maternity leave to terminate at the conclusion of the school year for which she is under contract.

B. Adoption Leave

Female tenured teachers in the school district adopting an infant child may receive similar leave (A above) which shall commence upon her receiving de facto custody of said infant.

C. Benefits

Any benefit to which a teacher was entitled prior to the extended leave of absence, which are still available, shall be restored to the teacher returning from leave. Teaching experience credit shall be granted for the school year if the teacher was actively employed for six (6) or more months during the school year prior to the maternity leave. However, no teaching experience credit shall be granted for less than six (6) months of active employment.

D. Compliance

The Board hereby agrees to fully comply with Federal and State law decisions including the New Jersey Division of Civil Rights with respect to maternity leave.

E. Military Leave

Military leave shall be granted according to the appropriate provisions of the New Jersey Statutes Annotated, Title 18A.

ARTICLE XIII

SABBATICAL

A. Purpose

Subject to applicable New Jersey statutory regulations as provided in N.J.S.A. Title 18A and any amendments thereto, the West Deptford Township Board of Education shall grant sabbatical leaves for the purpose of study.

B. Provisions

1. No more than 1% of the professional teaching staff shall be on sabbatical leave during any one (1) year.
2. Sabbatical leaves shall be granted solely for the purpose of study at an accredited institution of higher learning.
3. Requests for sabbatical leave must be received by the Superintendent, in writing, on or before February 1st of the school year preceding the school year for which the leave is sought.
4. The Superintendent shall verify receipt of the written request for sabbatical and his office shall forward the Request For Sabbatical Form for completion.
5. The institution and program of studies, the latter must be a minimum of twelve (12) graduate credits, or in cases where extenuating circumstances are exhibited, undergraduate credits may be taken, shall be approved by the Superintendent prior to formal Board action on the sabbatical request.
6. The teacher shall have completed at least seven (7) consecutive full school years of service in West Deptford Township School District. Teaching experience credit shall be granted towards accumulated sabbatical leave time, if the teacher was actively employed

for six (6) or more months during a given school year. However, no teaching experience credit shall be granted for less than six (6) months of active employment.

7. Preference shall be given, though not restricted, to study related directly to a teacher's classroom assignment.

8. Sabbatical leaves shall be granted for a full year at one-half (1/2) pay or one-half (1/2) year at full pay.

9. Upon return from sabbatical leave, a teacher shall be placed on level of the salary schedule which he would have reached if he had not taken a sabbatical leave.

10. Payment for sabbatical leave shall be granted by the Board subject to the provision that if the teacher does not work in the District for three (3) years following return from sabbatical leave, the Board shall be reimbursed for salaries paid during sabbatical leave in the following manner: only one year - 70% reimbursement; only two years - 35% reimbursement; three years - 0% reimbursement; no return - 100% reimbursement. The teacher shall signify his understanding of the terms by affixing his signature on the Request for Sabbatical form where the aforementioned is indicated.

11. Approval by the Board shall be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave.

12. A teacher on an approved sabbatical leave shall not engage in any form of work, other than the work in which he is engaged at the time of his request for sabbatical, or except in extenuating circumstances as approved by the Superintendent.

ARTICLE XIV

INSURANCE PROTECTION

A. The Board shall pay, for each teacher who remains in the employment of the Board for the full school year, single and full family health and major medical coverage, as provided by the Public and School Employees' Health Benefit Act of the State of New Jersey. (L. 1964, Ch. 125), for the full twelve (12) month period commencing September 1st and terminating August 31st.

B. Any member of the West Deptford Education Association who has not enrolled for Family or Husband and Wife BC/BS coverage for the 1981-82 and 1982-83 school year will receive \$100 to be paid in monthly installments from September 1981 to June 1982 and from September 1982 to June 1983, commencing September 1, 1981.

C. Effective July 1, 1982 the Board shall provide a subscription drug plan for the teacher and his/her family subject to a maximum CAP of \$150.00 per year per covered teacher. In the event that the cost of the plan exceeds the CAP, the Board shall have the excess paid by the teacher through payroll deduction and the teacher shall sign appropriate authorizations for said deductions.

ARTICLE XV

TEACHER WORK YEAR

A. The Board, through the Superintendent of Schools, may solicit the suggestions and recommendations concerning the school calendar from interested groups. However, the Teacher School Calendar shall contain a maximum of one hundred and eighty-eight (188) days.

B. No teacher shall be required to report for work at the beginning of the school year prior to Labor Day.

ARTICLE XVI

MISCELLANEOUS

A. Tax Sheltered Annuity

The Board agrees to deduct from Teachers' salary, money to be deposited in the Tax Sheltered Annuity as said teachers individually and voluntarily authorize the Board to deduct.

B. Use of School Buildings

1. Subject to Paragraph 2. below, the Association and its representatives shall have the right to use school buildings at all reasonable times for meetings. The Superintendent and building principal shall be notified in advance of the time and place of all such meetings.

2. In the event that the Association or members of the bargaining unit engage in behavior on school property which involves such activities as picketing, wearing arm bands or T-shirts, or similar activities, then the use of school buildings shall immediately terminate until such behavior ceases to be engaged upon.

C. Separability

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, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

DURATION OF AGREEMENT

A. New Teachers

Contracts for teachers new to the District and for non-tenure teachers in the District shall be by Agreement between the Board of Education and the person to be hired, and the execution of such contracts are not within the purview of this Agreement.

B. Duration

This Agreement shall be effective as of July 1, 1981 and terminate June 30, 1983, provided that, if no new Agreement has been adopted by that time, the Agreement then in force shall continue until a new Agreement is ratified.

ARTICLE XVIII
SIGNING OF AGREEMENT

IN WITNESS WHEREOF the Board of Education has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, and the West Deptford Education Association has caused this Agreement to be signed by its president and secretary, all on the day and year written below.

WEST DEPTFORD EDUCATION ASSOCIATION

Date: 8/24/81

BY: Richard N. Phillips
W.D.E.A. President

Date: 8/24/81

BY: Mary Ellen Mauro
W.D.E.A. Secretary

WEST DEPTFORD BOARD OF EDUCATION

Date: 8/31/81

BY: Shirley S. Rolston
W.D. Board of Education

Date: 9/1 AUG 81

BY: Paul N. Bunn

SCHEDULE A

1981-82

Salary Guide

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	\$ 12,725.	\$ 13,025.	\$ 13,325.	\$ 13,925.
2	13,125.	13,425.	13,725.	14,325.
3	13,575.	13,875.	14,175.	14,775.
4	14,025.	14,325.	14,625.	15,225.
5	14,475.	14,775.	15,075.	15,675.
6	14,875.	15,175.	15,475.	16,075.
7	15,575.	15,875.	16,175.	16,775.
8	15,975.	16,275.	16,575.	17,175.
9	16,425.	16,725.	17,025.	17,625.
10	16,775.	17,075.	17,375.	17,975.
11	17,175.	17,475.	17,775.	18,375.
12	17,625.	17,925.	18,225.	18,825.
13	18,075.	18,375.	18,675.	19,275.
14	18,525.	18,825.	19,125.	19,725.
15	19,075.	19,375.	19,675.	20,275.
16	19,525.	19,825.	20,125.	20,725.
17	19,925.	20,225.	20,525.	21,125.
18	20,475.	20,775.	21,075.	21,675.

NOTE:

- super
next*
- (1) Staff members who are on the 18th experience level during the Fiscal Year 1981 will receive a salary increase of \$ 1950 for Fiscal Year 1982.
 - (2) Staff members who are on the 19th experience level during the Fiscal Year 1981 will receive a salary increase of \$ 2000 for fiscal year 1982.
 - (3) Staff members who are on the 20th experience or who are beyond the 20th experience level during fiscal 1981 will receive a salary increase of \$ 2050 for FY '82.
 - (4) Longevity increments for service in the West Deptford School System shall be paid as per the following scale:

After completion of 15 years	-	\$ 300.00
After completion of 20 years	-	\$ 150.00 additional;
After completion of 25 years	-	\$ 150.00 additional.

SCHEDULE A
1982-1983
Salary Guide

<u>Step</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	\$ 13,975.	\$ 14,275.	\$ 14,575.	\$ 15,175.
2	14,375.	14,675.	14,975.	15,575.
3	14,775.	15,075.	15,375.	15,975.
4	15,225.	15,525.	15,825.	16,425.
5	15,675.	15,975.	16,275.	16,875.
6	16,125.	16,425.	16,725.	17,325.
7	16,525.	16,825.	17,125.	17,725.
8	17,225.	17,525.	17,825.	18,425.
9	17,625.	17,925.	18,225.	18,825.
10	18,075.	18,375.	18,675.	19,275.
11	18,425.	18,725.	19,025.	19,625.
12	18,825.	19,125.	19,425.	20,025.
13	19,275.	19,575.	19,875.	20,475.
14	19,725.	20,025.	20,325.	20,925.
15	20,175.	20,475.	20,775.	21,375.
16	20,725.	21,025.	21,325.	21,925.
17	21,175.	21,475.	21,775.	22,375.
18	21,575.	21,875.	22,175.	22,775.

- NOTE:
- (1) Teachers who are beyond Step 18 of the Salary Guide for the School Year 1982-83 shall receive an increase of \$ 1,650.
 - (2) Longevity increments for service in the West Deptford School System shall be paid as per the following scale:

After completion of 15 years - \$ 300.00
 After completion of 20 years - \$ 150.00 additional;
 After completion of 25 years - \$ 150.00 additional.

SCHEDULE B

1982-83

Salary Guide: Extra Curricular Activities Sponsors

	<u>Steps</u>				
<u>High School Advisors:</u>	1	2	3	4	5
Student Activities Director	1585	1670	1755	1840	1925
Advisor					
Class of 1986	265	290	315	340	365
Class of 1985	265	290	315	340	365
Class of 1984	490	565	590	615	640
Class of 1983	490	565	590	615	640
Drama Club Director	430	480	530	580	630
Asst. Drama Club Director ¹	265	290	315	340	365
Newspaper	Shall be paid at the rate of \$ 65. per issue with a maximum number of 10 issues per year.				
Stage Crew	If there is no drama program at High School, the salary would be:				
Asst. Stage Crew ¹	Advisor: \$ 50. for general duties plus \$8.p/hr. for all add'l. duties;				
	Assistant: \$ 25. for general duties plus \$ 8.p/hr. for all add'l. duties.				
Key Club	290	300	310	320	330
Year Book ²	670	770	870	970	1070
Assistant Yearbook	440	490	540	590	640
AVA Director	630	730	830	930	1030
AVA Assistant	370	420	470	520	570
Band Director	790	990	1190	1390	1590
Asst. Band Director	500	600	675	750	825
Associate Band Director :	500	600	675	750	825
Drum Line Coordinator	430	480	530	580	630
Band Front Coordinator	490	540	590	640	690
Twirling	430	480	530	580	630
Stage Band Director	370	420	470	520	570
Student Council	560	620	680	740	800
Yearbook Financial Manager	360	380	400	420	440

Middle School Advisors:

Class Advisor 5,6,7,8	205	230	255	280	305
Student Council	560	620	680	740	800
School Newspaper	Shall be paid at the rate of \$ 50. per issue with a maximum number of 10 issues per year.				
Audio Visual Aides	630	730	830	930	1030
AVA Assistant	370	420	470	520	570
School Store	290	300	310	320	330

General Club and Intramural Program

For at least:

8 meetings	\$ 50.
16 meetings	100.
24 meetings	150.
32 meetings	195.

1.

2. Should it become necessary to revise the yearbook advisor's class assignment schedule, the compensation for this position will be re-negotiated.

SCHEDULE B

1981-82

Salary Guide: Extra Curricular Activities Sponsors

	<u>Steps</u>				
<u>High School Advisors:</u>	1	2	3	4	5
Student Activities Director	1440	1525	1610	1695	1780
Advisor					
Class of 1985	240	265	290	315	340
Class of 1984	240	265	290	315	340
Class of 1983	440	515	540	565	590
Class of 1982	440	515	540	565	590
Drama Club Director	385	435	485	535	585
Asst. Drama Club Director ¹	240	265	290	315	340
Newspaper	Shall be paid at the rate of \$ 60. per issue with a maximum number of 10 issues per year.				
Stage Crew	325	350	375	425	475
Asst. Stage Crew ¹	185	210	235	260	285
Key Club	265	275	285	295	305
Year Book ²	600	700	800	900	1000
Asst. Yearbook	395	445	495	545	595
AVA Director	560	660	760	860	960
AVA Assistant	330	380	430	480	530
Band Director	690	890	1090	1290	1490
Asst. Band Director	445	545	620	695	770
Band Front Coordinator	440	490	540	590	640
Twirling	385	435	485	535	585
Stage Band Director	330	380	430	480	530
Student Council	505	565	625	685	745
Yearbook Financial Manager	325	345.	365	385	405

Middle School Advisors:

Class Advisor 5,6,7,8	185	210	235	260	285
Student Council	505	565	625	685	745
School Newspaper	Shall be paid at the rate of \$ 45. per issue with a maximum number of 10 issues per year.				
Audio Visual Aids	560	660	760	860	960
AVA Assistant	330	380	430	480	530
School Store	265	275	285	295	305

General Club and Intramural Program

For at least:

8 meetings	\$ 45.00
16 meetings	90.00
24 meetings	135.00
32 meetings	175.00

1. If the position is unfilled, the director will receive this compensation at the first step.
2. Should it become necessary to revise the yearbook advisor's class assignment schedule the compensation for this position will be re-negotiated.

SCHEDULE C

1981-82

COACHES' SALARY GUIDE

<u>Position</u>	<u>Steps</u>				
	1	2	3	4	5
Athletic Director	1670	1755	1840	1925	2010
Assistant Athletic Director	843	943	1043	1143	1243
Football - Head	1616	1701	1786	1871	1956
Assistant	936	1011	1086	1161	1236
Freshman	904	969	1034	1099	1164
Basketball - Head	1296	1386	1476	1566	1656
Assistant	776	846	916	986	1056
Freshman	766	831	896	961	1026
Baseball - Head	1116	1206	1296	1386	1476
Assistant	760	810	860	910	960
Freshman	754	804	854	904	954
Track - Head	1160	1250	1340	1430	1520
Assistant	760	810	860	910	960
Soccer - Head	1028	1108	1188	1268	1348
Assistant	735	795	855	915	975
Freshman	669	719	769	819	869
Swimming	967	1047	1127	1207	1287
Cross Country	732	792	852	912	972
Tennis - Boys/Girls	724	774	824	874	924
Track - Indoor	616	671	726	781	836
Assistant	422	467	512	557	602
Golf	608	658	708	758	808
Hockey - Head	1028	1108	1188	1268	1348
Assistant	735	795	855	915	975
Freshman	748	798	848	898	948
Basketball - Girls - Head	1296	1386	1476	1596	1656
Assistant	776	846	916	986	1056
Freshman	766	831	896	961	1026
Softball - Head	1116	1206	1296	1386	1476
Assistant	760	810	860	910	960
Freshman	754	804	854	904	954
Cheerleaders - Head	597	672	747	822	897
Assistant	466	516	566	616	666
Wrestling - Head	1240	1350	1460	1570	1680
Assistant	778	843	908	973	1038
Freshman	770	825	880	935	990
Athletic Trainer	1825	1875	1950	2125	2200

SCHEDULE C

1982-83

COACHES" SALARY GUIDE

<u>Position</u>	<u>Steps</u>				
	1	2	3	4	5
Athletic Director	2134	2219	2304	2389	2474
Assistant Athletic Director	967	1067	1167	1267	1367
Football - Head	2007	2092	2177	2262	2347
Assistant	1111	1186	1261	1336	1411
Freshman	1020	1085	1150	1215	1280
Basketball - Head	1620	1710	1800	1890	1980
Assistant	987	1057	1127	1197	1267
Freshman	869	934	999	1064	1129
Baseball - Head	1307	1397	1487	1577	1667
Assistant	867	917	967	1017	1067
Freshman	849	899	949	999	1049
Track - Head	1312	1402	1492	1582	1672
Assistant	873	923	973	1023	1073
Soccer - Head	1171	1251	1331	1411	1491
Assistant	833	893	953	1013	1073
Freshman	756	806	856	906	956
Swimming	1096	1176	1256	1336	1416
Cross Country	926	986	1046	1106	1166
Tennis - Boys/Girls	909	959	1009	1059	1109
Track - Indoor	700	755	810	865	920
Assistant	482	527	572	617	662
Golf	689	739	789	839	889
Hockey- Head	1171	1251	1331	1411	1491
Assistant	797	857	917	977	1037
Freshman	756	806	856	906	956
Basketball - Girls - Head	1620	1710	1800	1890	1980
Assistant	987	1057	1127	1197	1267
Freshman	869	934	999	1064	1129
Softball - Head	1307	1397	1487	1577	1667
Assistant	867	917	967	1017	1067
Freshman	849	899	949	999	1049
Cheerleaders - Head	687	762	837	912	987
Assistant	599	649	699	749	799
Wrestling - Head	1540	1650	1760	1870	1980
Assistant	986	1051	1116	1181	1246
Freshman	869	924	979	1034	1089
Athletic Trainer	2090	2140	2215	2390	2465

SCHEDULE D

Compensation - Extra Duty Assignments

HIGH SCHOOL DEPARTMENT CHAIRMEN

	<u>1981-82</u>	<u>1982-83</u>
1. Base Salary: First Year	\$ 300.00	\$ 330.00
Second Year	410.00	450.00
Third Year	520.00	565.00
Fourth Year	625.00	680.00
2. \$ 60.00 for each teacher in department in addition to the person designated as department chairman.		
3. \$ 100.00 for Master's Degree in curriculum area of chairmanship.		
4. \$ 100.00 for responsibility of specialized equipment.		

MIDDLE SCHOOL TEAM LEADERS

	<u>Base Salary</u>	
	<u>1981-82</u>	<u>1982-83</u>
1. Step 1	\$ 410.00	\$ 450.00
2	625.00	680.00
2. \$ 50.00 for each teacher in the team other than the team leader.		

MIDDLE SCHOOL ASSOCIATIVE ARTS

TEAM LEADERS:

Fine Arts
Practical Arts
Physical Education

	<u>Base Salary</u>	
	<u>1981-82</u>	<u>1982-83</u>
Step 1	\$ 405.00	\$ 440.00
2	520.00	565.00