

AGREEMENT  
BETWEEN THE  
ATLANTIC COUNTY SPECIAL SERVICES EDUCATION ASSOCIATION  
AND THE  
ATLANTIC COUNTY SPECIAL SERVICES BOARD OF EDUCATION  
JULY 1, 2004  
THROUGH  
JUNE 30, 2007

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## **PREAMBLE**

**THIS AGREEMENT** entered into by and between the **BOARD OF EDUCATION OF THE ATLANTIC COUNTY SPECIAL SERVICES DISTRICT**, Atlantic County, New Jersey, hereinafter called the **“Board”**, and the **ATLANTIC COUNTY SPECIAL SERVICES EDUCATION ASSOCIATION**, hereinafter called the **“Association.”**

The Board and Association shall enter into negotiations in accordance with the mandates of Chapter 123, Public Laws, 1974, concerning the terms and conditions of employment for all employees in this bargaining unit as enumerated in Article I.

Since the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

**ARTICLE I**  
**RECOGNITION**

A. The Board hereby recognizes the Atlantic County Special Services Education Association as the exclusive and sole representative for collective negotiation concerning grievances and the terms and conditions of employment for the following unit of full and part-time personnel.

All nonsupervisory certificated personnel

All nonsupervisory aides

Secretaries and clerks

Food Service workers

Custodians

Maintenance workers

Therapy assistants

Certified bus aides

B. Specifically excluded are all supervisory employees and all transportation employees, confidential employees, and all others not expressly included in Paragraph A. above, which is in accordance with P.E.R.C. Docket No. R.O. 89-126.

C. Terms unless otherwise indicated:

1. Wherever the terms “employees” or “members” of the bargaining unit are used, they shall refer to all the personnel mentioned above.
2. Wherever the term “he” is used, it shall refer to both male and female employees.

**ARTICLE II**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

A. **Deadline Date**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34:13A et. Seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees employment. Such negotiations shall begin on or about November 15 of the calendar year preceding the year in which the agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, and be signed by the Board and the Association.

B. **Modification**

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.

C. **Revisions**

Consistent with NJSA 34:13A et. seq., the Board shall negotiate with the Association prior to any changes in terms and conditions of employment included as part of the Agreement and contained herein.

D. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.

- E. Neither party in any negotiation shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations. Any disputes over this issue shall not be subject to the grievance procedure but should be processed through the appropriate forum.
- F. Nothing herein precludes representatives of the Board and the Association meeting when necessary for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- G. This Agreement incorporates the entire understanding of the parties on all matters which have been the subject of negotiation.



**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**A. Definitions**

1. **Grievance**

A “Grievance” is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

2. **Aggrieved Person**

An “aggrieved person” is the person or persons or the Association making the claim.

**B. Purpose**

1. The purpose of this procedure is to resolve differences at the lowest possible level.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this Agreement.

## C. Procedure

### 1. Time Limits

A grievance must be filed in writing within **twenty (20) calendar days** of the event, or the date on which the employee knew or could have reasonably known of the event. 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.

### 2. Year end Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as thereafter as is practicable.

3. If an administrator is not empowered to resolve a grievance then the grievance may be submitted at the next level appropriate for authorized disposition.

### 4. Level One – Principal or Supervisor of Auxiliary Services

- (a) **Informal** – An employee with a grievance may first discuss it with his principal supervisor with the objective of resolving the matter informally prior to formally filing the grievance.

- (b) **Formal** – A grievance to be considered under this procedure shall be initiated by the employee or Association, in writing, within **twenty (20) calendar days** of its occurrence or when the employee could have reasonably known of the occurrence. A decision shall be made within **seven (7) school days** after presentation of the grievance at this level.

**Level Two – Assistant Superintendent**

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within **seven (7) school days** after the presentation of the grievance at Level One, the grievance may be filed in writing with the Assistant Superintendent within **seven (7) school days** of receipt or the latest date when response was due. The Assistant Superintendent shall render his decision in writing within **seven (7) school days** after receiving the written grievance.

**Level Three – Superintendent**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within **seven (7) school days** after the presentation of the grievance at Level Two, the grievance may be filed in writing with the Superintendent within **seven (7) school days** of receipt or the earliest date when response was due. The Superintendent shall render his decision in writing within **seven (7) school days** after receiving the written grievance.

#### **Level Four – Board of Education**

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within **seven (7) school days** after the grievance was delivered to the Superintendent, he may within **seven (7) school days** after a decision by the Superintendent or **ten (10) school days** after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance to the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request. The Board shall review the grievance and shall, at the option of the Board, hold a hearing with the aggrieved person and render a decision in writing **within thirty-five (35) calendar days** of receipt of the grievance by the Board.

No claim by a unit member shall constitute a grievable matter beyond Level Four, unless required by law, if it pertains to:

- (a) any matter for which a method of review is prescribed by law or
- (b) any rule or regulation of the State Commissioner of Education or
- (c) any matter which according to law is beyond the scope of the Board authority or
- (d) any complaint of a non-tenure employee which arises by reason of his not being re-employed or
- (e) a complaint by a unit member occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

### **Level Five - Arbitration**

If the Association is dissatisfied with the decision of the Board of Education, and if the grievance pertains to a matter of the expressed formal agreement herein between the Board and the Association, the Association may request the appointment of an arbitrator. Such request shall be made known to the Superintendent in writing, **within 30 calendar days** of receipt of decision of the Board of Education. In order for a grievance to proceed beyond Level Four, such action must be initiated by the Association.

### **Procedure for Securing the Service of an Arbitrator**

The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. The arbitrator shall function in accordance with the rules and procedures of the New Jersey Public Employment Relations Commission.
3. The arbitrator shall limit himself to the issue submitted. He can add nothing to, or subtract anything from any policy of the Board of Education. However, no policy of the Board shall violate the expressed contractual rights incorporated in this Agreement. The recommendations of the arbitrator shall be binding upon the parties. It is further understood that arbitration is limited to the four (4) corners of the contract. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings. It is also understood that in acknowledging binding arbitration of disputes as above set forth the Association and its members

collectively and separately shall not cause, participate, sanction or support any strike or job action against the employing Atlantic County Special Services School District Board of Education.

4. The arbitrator shall be bound by decisions of the Commissioner of Education of New Jersey, decisions of the State Board of Education, the decisions of the Courts of New Jersey, and all New Jersey Statutes.

**D. Costs**

The Cost for services of the arbitrator and actual and necessary travel expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring same.

**E. Representation**

Any individual employee who files a grievance may be represented at all formal stages of the grievance procedure by himself, or at his option, with a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all formal stages of the grievance procedure. Such procedure concerning representation shall not apply to the informal stage.

**F. Reprisals**

Neither party to this Agreement shall take punitive action against any individual because of participation in, or lack of participation in the grievance procedure.

## **G. Miscellaneous**

1. All filings, responses and appeals shall be in writing and delivered to the aggrieved person(s) at formal Levels One, Two, Three and Four setting forth the decision and shall be transmitted promptly to the grievant and to the Association.
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of the participants.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this procedure.
4. Failure by the grievant to strictly follow the timelines at any step shall mean abandonment of the grievance. Failure by management to follow the timelines at any step shall allow the grievant to process the grievance to the next step. Nothing herein precludes mutual extension of grievance timelines in writing.

## ARTICLE IV

### EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to NJSA 34:13A et. Seq., every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from such actions. Neither party shall directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by NJSA 34:13A et. Seq. or other laws of New Jersey or the Constitutions of New Jersey and the United States, nor shall either party discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership, or lack of membership, in the Association and its affiliates, his participation in any activities of the Association and affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

**B. Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to either party such rights as they may have under New Jersey School Laws or other applicable laws and regulations.

C. No employee shall be disciplined, fined or suspended without compensation except for just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

**D. Grades and Evaluations of Students**



The teacher shall maintain the responsibility to determine grades of students within the policies of the school district. No grade or evaluation given by a professional staff member shall be changed without providing reasonable opportunity for consultation.

#### **E. Personnel Records**

1. An employee shall have the right, with reasonable notice, to review the contents of his personnel file, at a mutually scheduled time. An employee shall be entitled to have a representative(s) of the Association accompany him during such review. Review of the documents shall be done in the presence of the Superintendent or his designee. Reasonable requests for copies of materials shall be honored.
2. No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material and the employee shall initial the document to note this acknowledgement. The unit member may file a response of reasonable length which shall also be retained in the file.
3. The Superintendent's personnel file shall be the official file.

#### **F. Complaint Procedure**

An employee shall be advised of complaints from parents and other sources relative to his or her performance or activities when deemed necessary by the administrator or when such complaints will adversely affect the employee's contract or employment status. The employee shall have an opportunity to respond thereto.

## **G. Meetings/Conference**

Any employee required to attend any meeting with parents, students, and/or administrators regarding problems, complaints, and/or concerns about an employee's conduct, decision, action, etc., shall receive prior notice whenever possible, of such meeting and the reason(s) for such meeting. If requested, and if known, the employee will be advised of each person anticipated to be in attendance.

**ARTICLE V**

**ASSOCIATION RIGHTS AND RESPONSIBILITIES**

A. The Board agrees to make available to the Association in response to reasonable requests from time to time, information in the public domain and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint as per the mandates of the Public Right to Know Law currently in effect.

**B. Exclusive Rights**

The right and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the majority representative of the employees, and to no other organizations.

C. Representatives of the Association, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt school operations.

D. The Association and its representatives shall have the right to use meeting facilities at all reasonable hours. Requests shall be made to the principal of the building in question in advance of the time and place of all such meetings.

E. The Association shall have the right to use the inter-school mail facilities and school mail boxes for routine notices without the approval of the building principals or other members of the Administration.

F. The Association shall have the right to use school facilities and equipment i.e., typewriters, copy machines and overhead projector at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable costs of all materials and supplies incident to such use. Application for permission shall be in writing from an Association authorized representative.

**G. Released Time for Meetings**

Whenever any representative of the Association or any employee is required or expressly permitted to participate during working hours in negotiations, grievance proceedings, conferences or meetings which relate to Association business with the Board or Administration, he shall suffer no loss in pay; however, it is agreed that such negotiations, grievance proceedings, conferences or meetings shall be subject to mutual scheduling by the Board or its representatives, and the Association.

**H. Copies of Board Policy**

The Board shall make available to all employees complete copies of the current Board Policy and shall incorporate any changes/additions as soon after adoption as possible.

## ARTICLE VI

### EMPLOYMENT PROCEDURES

#### A. Employment Duties

Duties to be performed by all employees shall be within required certification and appropriate to each job classification. Teacher aides holding a substitute certificate may be utilized in a classroom as a substitute teacher at the discretion of the administration.

**Effective September 1, 2002**, after the **twelfth (12<sup>th</sup>)** occurrence, whenever a teacher's aide is utilized as a substitute teacher, that aide will be paid at a rate of **thirty-five (\$35)** per day in addition to their salary. After the **twenty-fifth (25<sup>th</sup>)** occurrence, the rate will increase to **forty five (\$45)** per day. Such assignments shall be in accordance with the rules and regulations of the N.J. Department of Education.

#### A. Placement on Salary Schedule

##### 1. Adjustment to Salary Schedule

Any **ten (10) month** employee actively employed **prior to February 1<sup>st</sup>** of any school year, or any **twelve (12) month** employee actively employed **prior to January 1<sup>st</sup>**, shall be given full credit for **one (1) year** of service toward the next increment step for the following year.

##### 2. Credit for Experience

Effective with the signing of this Agreement, creditable experience for salary guide placement may be granted to a new employee upon initial hire up to a maximum of **ten (10) years**. In accordance with and to the extent required by law, additional credit shall be granted for all teachers not to exceed **four (4) years** for **military**

**experience** or alternative civilian service required by the Selective Service System.

**Effective July 1, 1995, all other employees** shall receive credit on the salary guide for **up to two (2) years** of prior military experience.

3. **Returning to the District**

An employee with previous experience in the Longport/Corbin City/Atlantic County Special Services School District Board of Education, who has resigned and who subsequently seeks re-employment with Atlantic County Special Services School District may be credited for all prior active experience including creditable military experience or alternative civilian service required by the Selective Service System, Peace Corps, Vista, National Training Corps or Fulbright Scholarship. Such credit shall be at the sole prerogative of the Board.

B. **Previous Sick Leave Accumulation**

Employees on approved leaves of absence shall have previously accumulated sick leave benefits restored upon their return to work.

C. Employees shall be assigned to duties within the purview of their position consistent with their general job description and certification.

D. Employees shall be notified of their contract and salary status for the following year in accordance with law.

E. Employees will be notified of any transfers as soon as possible.

F. **Black Seal License**

The Board agrees to pay the full cost of the course and course materials for any custodial/maintenance employee required to obtain a Black Seal License. Any custodial/maintenance employee who holds a valid Black Seal License shall receive additional compensation each year as follows:

<b>Effective July 1, 2004</b>	<b>\$600.00</b>
<b>Effective July 1, 2005</b>	<b>\$650.00</b>
<b>Effective July 1, 2006</b>	<b>\$700.00</b>

It is agreed that the stipend shall be discontinued when the need for Black Seal License is no longer required.

G. **Transporting Students**

Employees shall not be required to drive students. An employee may do so voluntarily, however, with the advance approval of his Principal or immediate supervisor. He shall be compensated on an overtime rate (if over 40 hours) plus mileage at the **current IRS rate** as of July 1<sup>st</sup> of each contract year for the use of his own automobile.

I. **Employee Travel**

Employees required to travel from one site to another during the course of the work day shall be compensated at the **current IRS rate** as of July 1<sup>st</sup> of each contract year for the use of his own automobile.

**J. Uniforms**

The Board will provide in participation with the maintenance, custodial and food service employees, **five (5) summer and five (5) winter uniforms.** Maintenance, custodial and food service personnel will be required to wear provided uniforms.

**K. Steel Toe Boot/Shoe Allowances**

Maintenance and Custodial employees shall be allotted an annual steel toe boot allowance with receipt of **\$100.00.** Food Service employees shall be allotted an annual shoe allowance with receipt of **\$100.00.**



**ARTICLE VII**

**SALARIES**

A. The salaries of all members of the unit covered by this Agreement are set forth in the Salary Schedules which are attached hereto and made a part hereof.

**B. Method of Payment**

1. All employees will be paid twice a month in equal installments on the **15<sup>th</sup> and 30<sup>th</sup> of each month.**
2. When the payday falls on a school holiday, checks will be distributed on the last work day prior to the holiday or weekend at the employees work place. When the payday falls on a Saturday or Sunday, employees will be paid on Friday.
3. All employees will participate in direct deposit of their paychecks in a bank account(s) as designated by the employee.

4. **Voluntary Summer Work:**

**Rate Per Net Hour-2004-2007**

<b>Teachers</b>	<b>\$32.00</b>
<b>Aides</b>	<b>\$15.50</b>
<b>PT/OT Assts.</b>	<b>\$22.00</b>
<b>Caft. Worker</b>	<b>\$15.50 + \$.60 for cook duties</b>

The Board reserves the right to hire outside employees not covered by this bargaining unit at a rate of pay established by the Board of Education.

Rates not to exceed the negotiated rate.

5. **Optional Saving for the Summer**

Each employee may elect to have a specific amount of his gross salary deducted in equal installments from his paycheck, and placed in an interest bearing account at a bank designated by the Board. The amount deducted from each paycheck shall be determined by the employee no later than the last working day in June of the prior work year. The amount deducted, plus the interest earned, shall be paid to the employee in one lump sum or by installments as determined by ABCO or whatever entity is responsible for the distribution. New employees shall be eligible to participate in this plan upon initial employment. All employees not enrolled in September, may elect to enroll in the program by December 1<sup>st</sup>, effective implementation January 1<sup>st</sup>.

C. **Procedure for Withholding Employment or Adjustment Increments**

Disciplinary actions including withholding of increments, fines or suspensions without pay shall be subject to the grievance procedure herein except for those actions appropriate to alternate statutory procedures.

D. **Substitute Coordinator**

Any employee who is responsible for calling substitutes and is designated the Substitute Coordinator shall receive additional compensation each year as follows:

**Effective September 1, 2004 through June 30, 2007 - \$4,000**

E. **Child Study Team Chairperson**

Any employee assigned the position of Child Study Team Chairperson shall receive additional compensation each year as follows:

**Effective September 1, 2004 through June 30, 2007 - \$4,000**

**ARTICLE VIII**

**EMPLOYEE FACILITIES**

The Board shall continue to provide adequate facilities for employee use.

## ARTICLE IX

### FAIR DISMISSAL PROCEDURE

#### A. Notification of Status

##### 1. Dates

In accordance with law each year, the Board shall give to each non-tenured employee.

- (a) A written offer of re-employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- (b) A written notice that such employment shall not be offered.

##### 2. Informal Appearance

In accordance with and to the extent required by law, any non-tenured employee who has received such notice of non-employment shall be entitled to an appearance before the Board, provided a written request for such appearance is received in the office of the Secretary of the Board with **five (5) calendar days** after notification of non-employment. Such hearing shall be provided within **thirty (30) calendar days** and determination shall be provided within an additional **three (3) calendar days** after the hearing.

## ARTICLE X

### EMPLOYEE WORK YEAR

#### A. **Certificated Staff**

##### 1. **In-School Work Year**

The In-School work year for ten month employees shall be one hundred eighty-six **(186)** days.

##### 2. **Orientation**

Newly hired employees, in addition to paragraph **A1** above, may be required, at the Superintendent's discretion to attend **up to five orientation days** prior to the first day that other employees are required to report.

#### B. **Supportive Staff**

1. The work year for **aides** and **cafeteria workers** shall be one hundred eighty-six **(186)** work days.

2. The work year for **twelve (12) month secretaries, custodial** and **maintenance** employees shall be July 1 through June 30.

3. The **work schedule** for **twelve month secretaries** shall be the school calendar, plus July 4<sup>th</sup> and Labor Day shall be holidays. Notwithstanding the reference to "school calendar", twelve (12) month secretaries shall work all regular work days in the week prior to Labor Day even though the school calendar may provide otherwise for teachers.

C. The work year for ten (10) month employees will include **three (3) four-hour staff development days**. Four hour days do not include lunch period.

**D. Holidays**

The following holidays shall be provided to twelve month **maintenance and custodial employees:**

- |                           |                           |
|---------------------------|---------------------------|
| 1. Independence Day       | 8. January 1              |
| 2. Labor Day              | 9. Martin Luther King Day |
| 3. Columbus Day           | 10. Presidents Day        |
| 4. Veteran's Day          | 11. Good Friday           |
| 5. Thanksgiving Day       | 12. Easter Monday         |
| 6. Day after Thanksgiving | 13. Memorial Day          |
| 7. December 25            |                           |

In July of each year, **Three (3)** additional holidays shall be mutually and individually determined. If an employee is required to work on a holiday, employees shall be paid at **two (2) times** their normal hourly rate.

**E. Vacations**

All **Twelve (12) month employees** shall be credited with the following vacation days per year.

**VACATION SCHEDULE:**

After completion of the **first** contractual year of employment.....**ten (10) work days (pro rata if less)**

After completion of the **second** contractual year of employment.....**twelve (12) work days**

After completion of the **sixth** contractual year of employment.....**fifteen (15) work days**

After completion of the **tenth** contractual year of employment.....**twenty (20) work days**

**ARTICLE XI**

**EMPLOYEE WORK DAY/HOURS**

**A. Teacher, Therapists, Therapist Assistants and Aides**

The in-school workday shall not exceed a total of **six (6) hours and fifty (50) minutes** per day including a duty free lunch as per practice. The student instructional day shall increase by **fifteen (15) minutes, effective September 1, 2004**. The student instructional day shall be **six (6) hours**.

**B. Professional employees** (teachers, therapists), effective with the opening of the new building, shall be provided **one hundred and twenty (120) minutes** of duty free planning time per week for preparation and other professional duties during each full week of duty to be distributed during the normal student day, but shall be modified for “short” work weeks (i.e. holidays, etc.) and “short” work days (i.e. early dismissal, etc.) In the event that such entitled preparation/professional time is not provided, then commencing with the fourth (**4<sup>th</sup>**) occasion, compensation of ten dollars (**\$10.00**) per event shall be made after submission of voucher(s).

**C. Cafeteria Employees, Custodial/Maintenance Staff and Secretaries**

The **workday for Cafeteria employees** shall not exceed a total of **eight (8) hours** per day inclusive of a duty free meal period as per practice. The **workday for Custodial/Maintenance employees** shall not exceed a total of **eight (8) hours per day** inclusive of a duty free **meal period of forty-five (45) minutes**.

The **workday for Secretarial employees** shall not exceed a total of seven and one-half (7 ½) hours per day inclusive of a duty free meal period as per practice. **Summer work hours for secretarial employees shall not exceed six and one-half (6 ½) hours per day beginning July 1<sup>st</sup> through August 20<sup>th</sup> of each work year.** Hours of work to be determined by individual Supervisor.

**D. Overtime**

Any non-certificated employee working in excess of eight (8) net work hours per day shall be compensated overtime at one and one-half (1 ½) times their normal hourly rate. Compensatory time based on the same calculation (1 ½ times) may be granted in lieu of overtime payment, if mutually agreed upon. All such overtime must be approved and directed in advance by the Administration.

**E. Overtime Assignments – Maintenance/Custodial Employees:**

Overtime assignments shall be equitably distributed among all maintenance and custodial employees on a voluntary and rotating basis based upon a district seniority list. In the event, no employee volunteers, then such overtime will be assigned based upon reverse seniority. Nothing herein is to preclude the assignment of overtime to a specific employee if a special qualification or skill is needed.

**F. Call-Back**

Any custodian or maintenance worker who is called in to work at times outside his/her normally scheduled work hours shall be compensated for a minimum of two (2) hours pay or paid for the time actually worked whichever is greater. It is understood that this call-back minimum guarantee is not for time worked contiguous to an employee's normal work schedule.



**Meetings**

All secretarial, custodial and cafeteria staff meetings shall be held within the employees' normal workday as described above.

**ARTICLE XII**

**LEAVES**

- A. In accordance with and as specified by statute, sick leave is defined to mean employee absence from his/her post of duty because of personal disability due to illness or injury, or exclusion from school by the school district's medical inspector because of contagious disease in the immediate household.
- B. In accordance with statute, all employees on a ten (10) month contract shall be entitled to ten (10) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit. Twelve (12) month employees shall have twelve (12) sick leave days per year under the same conditions. Contracts issued for less than the term of ten (10) months will carry sick leave equivalent to one (1) day per month of employment.
- C. **Upon retirement** from the Atlantic County Special Services School District, in accordance with New Jersey State retirement provisions, the employee shall receive upon retirement (or January 2<sup>nd</sup> of the year thereafter, if selected by the employee), a **lump-sum payment for each accumulated sick leave day**. The amount of payment is subject to a cap of **190 days**.

	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
<b>Certified Staff</b>	<b>\$70.00</b>	<b>\$70.00</b>	<b>\$75.00</b>
<b>Therapy Assistants</b>	<b>\$57.00</b>	<b>\$57.00</b>	<b>\$62.00</b>
<b>Support Staff</b>	<b>\$50.00</b>	<b>\$50.00</b>	<b>\$55.00</b>

The following additional provisions and restrictions must be complied with:

- (a) The employee must have at least **fifteen (15) years** of active service in the District. (Service with Corbin City and Longport School Districts shall be creditable for this stipulation).
- (b) Employees formerly employed by the Corbin City Board of Education shall no longer be compensated for sick leave with Savings Bonds.
- (c) Eligible employees must have a least **seventy-five (75) days** of accumulated sick leave in order to receive payment for unused accumulated sick leave. (Former employees of Corbin City, shall be given credit for the accumulated sick leave days accrued with Corbin City, as well as those accrued with A.C.S.S.S.D. for purposes of meeting the seventy-five day minimum requirement. However, only the days earned after **June 30, 1989**, while in the active employment of A.C.S.S.S.D. shall be monetarily compensated).
- (d) Employees of A.C.S.S.S.D. who have previously accumulated sick leave days while in the employment of the Longport School District shall have all accumulated days compensated i.e. those days earned with Longport as well as A.C.S.S.S.D.
- (e) The employee must notify the Superintendent, in writing, by **January 1<sup>st</sup>** of the pre-budget year of his/her intention to retire.

#### **D. Transfer Sick Leave Credit**

An employee will be credited with a transfer of a maximum of **thirty (30) days** sick leave credit upon commencement of the fourth year of service in the District. Such credit shall only be prospective for employees hired after initiation of this Agreement. When an employee uses sick leave, any transferred leave will be charged only after all A.C.S.S.S.D. earned sick leave has been exhausted. Transferred sick leave is not eligible for retirement provisions referenced in Section C above.

E. Nothing herein precludes an employee from applying for differential pay in accordance with N.J.S.A. 18A:30-6. Prolonged absence beyond sick leave period. When absence, under the circumstances described in N.J.S.A. 18A:30-1, exceeds the annual sick leave and the accumulated sick leave, the board of education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the board of education in each individual case. Determination concerning this provision is understood to be the Board's sole prerogative.

## ARTICLE XIII

### TRANSFERS AND REASSIGNMENTS

A. The Superintendent shall post a list of job vacancies in each District facility for at least **five (5) work days** prior to the closing date on the notice. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice. Nothing herein precludes interim appointments or withdrawal of filling such positions.

#### **B. Summer Vacancies**

Employees who wish to receive notification of vacancies that occur in July and August shall make such request in writing to the Superintendent and supply a stamped, self-addressed envelope. Vacancy notices shall be sent to those employees.

#### **C. Transfers**

1. Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he desires to be transferred in order of preference. The Board retains sole authority concerning transfers.
  
2. If a permanent vacancy shall be filled by means of involuntary transfer of an employee, then such employee shall be entitled to a conference with the Superintendent prior to the transfer.

**ARTICLE XIV**  
**EMPLOYEE EVALUATION**

- A. It is mutually understood that evaluation is the measure of the overall performance of an Employee, and formal observation is but one portion.
- B. All employees shall be formally and openly evaluated by their Supervisors as often as deemed necessary during each year. **Within ten (10) school days** following each observation, a conference shall take place between the employee and his/her immediate supervisor to identify deficiencies, if any, and to discuss means and methods for correction and improving job performance. **Within five (5) school days** following the conference(s), the Supervisor shall prepare a formal observation report, setting forth the observation and a summary of the matters discussed in the conference(s). The report shall be presented to the employee who shall sign a completed formal observation form as acknowledgment of its contents. No such report shall be submitted to the Central Office, placed in the employee's file or otherwise acted upon without the conference(s) having taken place. The employee may request a **second conference** which, if requested, will be held within **five (5) school days** after the employee's receipt of the formal observation report.
- C. In accordance with statute, each **non-tenure teacher** shall receive at least **three (3) formal** observations per school year.
- D. In accordance with statute, each **tenure teacher** shall receive at least **one (1) formal**

observation per school year.

- E. All **other employees** shall receive at least **one (1) formal evaluation** per school year.
  
- F. If any written material from an employee's file is to be used in a disciplinary hearing against an employee, then a copy of such material shall be made available to the employee concerned prior to the hearing.
  
- G. All evaluations shall be done by a member of the Administration.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

A. **Types of Leave**

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

**Personal**

**Three (3) days** of leave of absence for personal, legal, business, household or family matters which require absence during school hours may be taken, subject to approval by the Superintendent. Such leave may not be contiguous to a holiday or recess. Application to the Principal or other immediate Supervisor for personal leave shall be made at least **four (4) days** before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. Unused personal leave shall be converted to sick leave at the end of each fiscal year (June 30).

2. **Professional**

Professional days to visit another school district or for professional conferences may be granted by the Superintendent at his sole discretion. Written requests must be submitted, in advance, and list any required costs. If granted, reasonable expenses will be paid.

3. **Legal**

If an employee is required to testify by the School District in connection with a legal action, then the time necessary for attendance will be provided to the employee.

4. **Jury Duty**



Time as necessary to perform Jury Duty if required to do so. Any employee serving on Jury Duty shall receive their full salary less any Jury Duty pay, for the time served. Ten month employees shall request that any such duty be performed during the summer months.

#### 5. **Military**

Time necessary as provided for in New Jersey Statutes for persons called into temporary active duty of any unit of the United States Reserves or the New Jersey State National Guard, provided such obligations cannot be fulfilled on days when work is not required.

#### 6. **Bereavement**

Employees may be granted up to:

- (a) **five (5) days** at any one time in the event of death of an employee's father, mother, spouse, domestic partner as defined by the NJ Domestic Partnership Act, children, step-children, grandchildren, siblings, parent surrogates.
- (b) **three (3) days** at any one time in the event of death of an employees, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, or a member of the employees immediate household other than those enumerated in paragraph (a) above. **Five (5) days** will be granted if travel is required over **250 miles** in one direction.
- (c) Additional days with pay may be granted at the discretion of the Superintendent when unfortunate circumstances may warrant additional days. Decisions rendered by the Superintendent under this section shall be final and binding.

B. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

C. Nothing herein precludes the Board from granting other leaves with or without pay at its sole discretion.

## ARTICLE XVI

### EXTENDED LEAVES

#### A. **International and Federal Programs**

A leave of absence without pay of a maximum of two years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is full-time participant in either of such programs, or accepts a Fulbright Scholarship.

#### B. **Military**

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge. A similar leave shall be granted to the spouse of any employee who is so inducted or enlists.

#### C. **Child Rearing**

Upon request, and with written application at least **thirty (30) calendar days in advance**, the Board shall grant child rearing leave without pay for up to twelve (12) months to any employee with a child less than one year in age subject to the following stipulations and limitations:

1. Child rearing leave shall commence on the day requested by the employee.
2. Upon return from such leave, the employee granted child rearing leave shall be restored to the employment position vacated at the commencement of said leave.
3. An employee shall not be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.

4. An employee shall not be removed from her duties during pregnancy unless the employee cannot produce a certificate from her physician attesting that she is medically able to continue teaching.
5. Return to duty from child rearing leave shall be at the start of an academic year. Nothing herein precludes the Board, at its sole option, from allowing an earlier return date for a tenured employee. Child rearing leave for a non-tenured employee shall only be for the duration of the person's contract.
6. If requested, in writing, no later than April 1<sup>st</sup> of the initial child rearing leave, the Board will grant an additional full year of child rearing leave.
7. Any employee adopting a child less than 5 years of age may receive similar leave which shall commence upon him/her receiving de facto custody of said child, or earlier if necessary, to fulfill the requirement for the adoption.
8. An employee on child rearing leave may have the opportunity to substitute in the Atlantic County Special Services School District in the area of his/her certification or competence at the discretion of the Superintendent.

**D. Illness in Family**

A leave of absence, without pay, may be granted for the purpose of caring for a sick member of an employee's immediate family. The terms setting forth the beginning and termination of such leave shall be set forth in writing by the Board of Education.

- E. Any employee on extended leaves of absence under any section of this Article shall have all benefits restored upon return to duty.
- F. All extensions, renewals, approvals and denials of leaves shall be in writing.

## G. Extended Personal Leave for Employees

1. An extended leave for personal reason, without pay, may be granted to a maximum of four (4) employees per year, provided application is made in writing at least ninety (90) days prior to the beginning of the academic year. Such leaves shall be for a period of one (1) school year (**July 1 – June 30**)- 12 month employees and (**September 1 through June 30**) for 10 month employees.

Extended personal leave for less than one (1) school year may be granted on a case by case basis at the discretion of the Board.

2. To be eligible for such leave, an employee must have been employed at least **seven (7) consecutive years** (inclusive of any Board approved leave) in the Longport/Corbin City Schools-Atlantic County Special Services District.

3. In the event more than **four (4) employees** request such leave, extended personal leave may be granted based upon the Superintendent's discretion to determine the value of the leave request to the organization. When the value to the organization is determined to be equal, then the decision to grant the leave shall be based on total length of service.

4. Extended personal leave without pay may be granted for the following reasons:

(a) Service in a public office and/or campaign for such service for himself.

(b) Outside teaching in a college, university or other public school.

(c) Engaging in activities of the Association or its affiliates.

(d) Educational purposes.

(e) Other valid purposes.

5. The employee on leave shall not be entitled to any benefits provided by this Agreement except as expressly provided by this Article and by law.

6. Upon return from leave pursuant to this Article, an employee shall be placed on the salary schedule at the next salary step, providing he has actively taught or worked not less than **five (5) months** for **ten (10) month** employees or **six (6) months for twelve (12) month employees** of the school year or work year in which he began his leave of absence and/or will teach or work not less than five **(5)** months for ten **(10)** month employees or six **(6)** months for twelve **(12)** month employees of the school or work year in which he returns from such leave of absence. However, time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure or seniority.

## ARTICLE XVII

### SABBATICAL LEAVES FOR TEACHERS

A sabbatical leave may be granted to an employee by the Board for reasons deemed of value by the school system, subject to the following conditions:

- A. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of **four (4) employees** at any one time.
- B. Requests for sabbatical leaves must be received by the Superintendent in writing in such form as prescribed by the Board of Education to include reference to the status of the applicant's T.P.A.F. or P.E.R.S. Pension, group life insurance, social security and withholding tax. Such requests on the prescribed form must be submitted no later than **December 1**, and the action shall be taken on all such requests no later than **March 1** of the school year preceding the school year for which the sabbatical leave is requested.
- C. The applicant must have completed at least seven (**7**) full school years of service in the Atlantic County Special Services District (and/or Longport or Corbin City School District). Request for sabbatical leave must include documentation that the applicant may reasonably be expected to complete the degree, or the area of specialization which has previously been approved by the Board of Education, with the credits being taken during the term of such leave.
- D. In the event more than **four (4)** employees request such leave, sabbatical leave may be granted based upon the Superintendent's discretion to determine the value of the leave request to the organization. When the value to the organization is determined to be equal, then the decision to grant the leave shall be based on total length of service.

- E. For reasons other than obtaining a Master's Degree or Doctorate, the leave applicant shall file with the Superintendent an interim and final report of accomplishments obtained pursuant to objectives for having taken a sabbatical.
- F. An employee on sabbatical leave (either for one-half (1/2) of a school year or for a full school year) shall be paid by the Board at fifty percent (50%) of the entitled salary rate and shall be continued in the District's Insurance Benefits program. No other benefits shall be granted while on leave and those previously earned shall be restored upon return from leave.
- G. Upon return from sabbatical leave, an employee shall present reasonable certification of accomplishment of the purpose for such leave and be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.



## ARTICLE XVIII

### PROTECTION OF EMPLOYEES

- A. As specified and in accordance with 18A:6-1, an employee may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.
- B. 1. The Board shall give full support including legal and other assistance for any assault upon an employee while acting in the legal discharge of his duties.
2. When absence arises out of assault or injury, and such need is verified by the school physician, the employee shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.
3. The Board shall reimburse employees for the reasonable repair or replacement of clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the legal discharge of his duties within the scope of his employment with proof submitted.
- Reimbursement shall be with the prior written approval of the School Business Administrator upon submission by the employee of appropriate written documentation as required detailing the assault or incident and the property loss involved. Verification of the value of the items may be required. Reimbursement will not be allowed where recovery is available through insurance or other sources.
4. The Board agrees to pay medical costs incurred as the result of any injury sustained in the course of an employee's employment by workmen's compensation policy presently in

effect at the time of the claimed injury.

- C. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate supervisor.
- 2. Such notification shall be immediately forwarded to the Superintendent who shall act in appropriate ways as liaison between the employee, the police and the courts.

**D. Worker's Compensation**

Benefits derived under this Article shall be in conformity with Worker's Compensation provisions and any other applicable Statutes.

**ARTICLE XIX**

**INSURANCE PROTECTON**

**A. Health Insurance**

The Board agrees to provide a full family hospitalization plan equal to or better than the State Health Benefits Plan for all employees and their dependents and who regularly work **twenty (20) hours** or more per week.

**B. Dental Insurance**

Effective with the signing of this Agreement, the Board agrees to provide a Dental Plan for each eligible employee, and where appropriate, coverage for dependents, who regularly work **twenty (20) hours** or more per week.

In accordance with and to the extent provided in the master policy, such coverage shall include:

<b>Co-insurance---</b>	100% for Preventive & Diagnostic
	70/30 for Basic Services
	50/50 for Prosthodontic Benefits
	50/50 Orthodontic Services

Each employee enrolled in the dental plan shall, by payroll deduction, contribute an amount equal to **15%** of the premium of said dental plan, subject to a **cap of \$150.00**.

**C. Prescription Drug Plan**

The Board shall provide to each employee and who regularly work **twenty (20) or more hours per week**, a Prescription Drug Plan including dependents where appropriate. **The co-pay shall be equal to or better than that of the State Health Benefits Plan.**

#### D. Description

The Board shall request the carrier(s) to provide to each employee a description of the health care insurance provided under these benefits not later than the beginning of each school year which shall include a description of conditions and limits coverage.

#### E. Opt-Out Provision

1. Within the regulations of the carrier, the Board agrees to establish a Section 125 (I.R.S. Code) Plan for the purpose of making available a cash option. If an employee selects the cash option, it shall be included in the employee's gross income as compensation. If an employee selects the insurance coverage, the value of such coverage is excludable in the employee's gross income as compensation.

(a) An employee otherwise entitled to health, dental, prescription insurance coverage shall have the option to voluntarily not participate in any or all such plans and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee (**35%**) of the yearly premium cost for the plan(s) under which the employee would have been covered. Such cash payment shall be in form of a stipend and shall be paid in **two (2) equal installments**, the first on **December 1<sup>st</sup>** and the second on **June 30<sup>th</sup>** of the school year in which the non-participation occurs.

(b) In order for an employee to be eligible to elect this cash option for the health insurance plan, as per Section (a) above, and employee must provide documentation to the Board that they are covered under an alternative health insurance plan.

It is not necessary for an employee to have alternative dental or prescription coverage to opt out of those two plans. Employees whose spouse has coverage with a Board of Education in the same Health Insurance Fund (HIF), including this Board, will not be eligible for the opt-out incentive.

(c) All withdrawals shall be for a full year (**July 1 through June 30**). Written notification of an employee's intent to elect this withdrawal option must be filed with the Board during the normal re-opener period. Employees may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan(s) offered by the District. Prior to each re-opener period, the Board's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the District's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.

2. Notwithstanding the above, the employee who has a change in status (e.g. termination of employment, death, separation, divorce, etc.) which causes the employee to lose his alternate health, dental or prescription insurance coverage shall be entitled to re-enroll in the health, dental, and/or prescription plans during the year provided the employee provides the Board with notice of the change of status within **sixty (60 days)** of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the District's health, dental and/or prescription plan(s) does not accept the employee, the District will find a comparable plan(s) and pay the premium up to the current amount paid for employees in the District's plan(s).

Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the District's plan(s) at the first permissible date.

3. Return to the insurance plan(s) for reason other than a change in status is subject to the terms of the carrier.

**ARTICLE XX**

**BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES**

The Board shall continue to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.

## ARTICLE XXI

### DEDUCTIONS FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees, dues for the Atlantic County Special Services Education Association, the Atlantic County Council of Education Associations, the New Jersey Education Association, or any one or any combination of such associations, as said employee individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 N.J.S.A. 52:14-15,9e, and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Atlantic County Special Services Education Association or the N.J.E.A. as may be determined by the Association by the fifteenth (15<sup>th</sup>) of each month following the monthly pay period in which deductions are made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Employee authorization shall be in writing.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- B. The Board agrees to deduct from employee's salaries money for local, state, and/or national Associations services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Atlantic County Special Services Education Association, or the N.J.E.A. as may be determined by the Association. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate Association.



**ARTICLE XXII**

**SENIORITY AND JOB SECURITY**

**(Non-Certificated Personnel)**

**A. Seniority**

1. School District seniority for purposes of a reduction in force is defined as service by appointed employees in the School District, inclusive of service in Longport and/or Corbin City, in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the School District.
2. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the reverse order of district wide seniority of all employees in the district in the same job classification (Secretary, Clerk/Typist, Cafeteria Employee, Aide, Custodian, Maintenance Employee and Therapy Assistant). Any employee laid off shall remain on a recall roster for a period of two (2) years from the date of lay-off. Recalls shall be based on seniority in the category.
3. In the event that, within two (2) years of an employee's layoff, a vacancy occurs in the same classification from which the employee was laid off, and covered by this Agreement, a laid-off employee shall be entitled to a one time recall thereto in order of seniority.

4. The **provisions of A.2 and 3 above shall not apply to employees hired on or after July 1, 1995, until after the completion of three (3) years and one (1) day of consecutive employment.** Prior to completion of said period, the Board may lay off such employees as it, in the exercise of its sound discretion , determines.

**B. Job Security**

After completion of **three (3) years and one (1) day of consecutive employment,** no employee shall be dismissed, fined or suspended without pay except for inefficiency, incapacity, conduct unbecoming an employee, violation of School District regulations or other just cause. Any such action may be appealed to the Board of Education for a hearing. Should the employee not be satisfied by the determination of the Board, at his request, the matter shall be subject to the grievance procedure.

**ARTICLE XXIII**

**BOARD'S RIGHTS**

The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to manage school operations, and to take whatever actions may be necessary to accomplish the mission of the School District except as may be specifically provided by the language of this Agreement.

**ARTICLE XXIV**

**TUITION REIMBURSEMENT PLAN**

- A. To qualify for reimbursement, the course(s) must be directly related to the employee's job.

Approval must be secured in advance, in writing, from the Superintendent. Applications for Course Approval shall be submitted to the Superintendent prior to the dates listed below to ensure consideration of application:

<b>Fall Session</b>	<b>September 15</b>
<b>Spring Session</b>	<b>January 15</b>
<b>Summer Session</b>	<b>June 15</b>

Effective with the signing of this Agreement, all new hires shall not be eligible for tuition reimbursement until completion of a year of consecutive employment. i.e. anniversary date.

- B. Employees shall be reimbursed upon submitting an official transcript or proof of completion containing the titles of the course(s) and the grade(s) received, if applicable. Applications for reimbursement must be submitted with supporting documentation within **sixty (60)** calendar days from date of course completion to process and ensure reimbursement.
- C. The employee must earn a **grade of B or better** in order to qualify for reimbursement, provided a grade is given.

Employees will not be reimbursed for the tuition costs if they voluntarily leave the district or are terminated for reasons other than a reduction in force or job elimination.

Employees seeking reimbursement must agree, in writing, to repay the Board in full if they leave the district voluntarily or are terminated for reasons other than a reduction in force within one year from the date of reimbursement.

D. An employee shall be reimbursed **\$1,800 per year** for tuition paid to accredited institutions of higher learning for any approved courses taken, upon approval of the Superintendent. In no event shall the reimbursement exceed the actual cost of the course(s) taken.

Employees who receive reimbursement from any outside sources, such as the Department of Veteran's Affairs or scholarships, may still receive reimbursement from the Board according to the Agreement. However, the total of the amounts reimbursed by the Board and those reimbursed or paid by other sources shall not exceed 100% of the employee's reimbursable costs.

E. Courses required for certification in the current position held, shall not be eligible for compensation.

F. Approved seminars and workshops shall be reimbursed for necessary costs.

G. Approval or disapproval is the sole prerogative of the district's Superintendent or designee(s).

**H. PROFESSIONAL DEVELOPMENT PLAN – Physical, Occupational, and Speech Therapists/Assistants – Procedure.**

A maximum of **\$600.00 per Therapist or Therapy Assistant** will be allowed to participate in appropriate professional development activities. Part-time employees' allocation will be prorated.

Each eligible Therapist or Therapy Assistant is limited to one (1) day out of the district for professional development activities under this plan.

Each employee who participates is required to make a presentation to his/her colleagues on the course, seminar or workshop attended.

## **Application Procedure:**

1. The employee completes the Professional Development Activities Application for Approval/Reimbursement Form. The form must include the workshop name, affiliation(s), CEU's (including the name of the institution awarding the CEU's), cost breakdown (registration, lodging, travel), and an explanation of how this course, seminar or workshop directly applies to the employee's assignment.
2. The completed form is submitted to the assigned Supervisor for his/her approval. Such approval is based on judgment of the value of the workshop as compared to the concomitant reduction of direct student service, i.e. the greater good.
3. The Supervisor shall forward the approved request to the Superintendent whose approval will be based on the value of the course, seminar, or workshop as compared to the concomitant reduction of direct student service. i.e. the greater good. Approval or disapproval is the sole prerogative of the district's Superintendent or designee(s).
4. Upon return from the workshop, the employee shall submit to the School Business Administrator, a copy of the approval form and completed purchase order that includes proof of payment of course, seminar or workshop fee, and indication of successful completion for reimbursement.
5. Reimbursement shall be for the cost of the course, seminar, or workshop fees only. Excludes all other fees, materials, lodging, travel, etc.
6. Therapists and Therapy Assistants shall also be eligible for Tuition Reimbursement in accordance Article XXIV, but shall only be eligible for reimbursement for Professional Development and/or Tuition Reimbursement in an amount not to exceed a total of **\$1,800 per contract year**.
7. All newly hired Therapists or Therapy Assistants shall not be eligible for Professional Development Approval/Reimbursement until completion of a year of consecutive employment. i.e. anniversary date.
8. Therapists and Therapy Assistants will not be reimbursed for Professional Development costs if they voluntarily leave the district or are terminated for reasons other than a reduction in force or job elimination.
9. Therapists and Therapy Assistants seeking reimbursement must agree, in writing, to repay the Board in full if they leave voluntarily or are terminated for reasons other than a reduction in force within one year from the date of reimbursement.

## ARTICLE XXV

### REPRESENTATION FEE-AGENCY SHOP

#### A. **Purpose of Fee**

If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

#### B. **Amount of Fee**

1. **Notification** – Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with law.
2. **Legal Maximum** – In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may set up to 85% of that amount as the maximum presently allowed by law.

### C. Deduction and Transmission of Fee

1. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph (b) below, the full amount of the representation fee and promptly will transmit the amount to the Association.
2. **Payroll Deduction Schedule** – The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
  - (a) Ten (10) days after receipt of the aforesaid list by the Board or
  - (b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. **Termination of Employment** – If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full prorated share of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid prorata portion of the fee from the last paycheck paid to said employee during the membership year in question.
4. **Mechanics** – Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and the transmittal of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association. Such shall be forwarded monthly.



5. The Association will notify the Board, in writing, of any changes in the list provided for in Paragraph One (1) above and/or the amount of the representation fees, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.
6. **New Employees** – On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

**C. Indemnification and Safe Harmless Provision**

**1. Liability**

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that the Board give the Association timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

**2. Exception**

It is expressly understood that paragraph one (1) above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

**ARTICLE XXVI**

**MISCELLANEOUS PROVISIONS**

**A. Board Policy**

This Agreement constitutes mutual policy for the term of said Agreement, and both parties shall carry out the commitments contained herein and give them full force and effect.

**B. Savings Clause**

In accordance with and to the extent required by law, changes in terms and conditions of employment shall first be negotiated with the Association as majority representative of employees in the bargaining unit.

**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.

**D. Compliance Between Individual Contract and Master Agreement**

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.

If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

- E. Per the requirements of law, the Board and Association agree that there shall be no discrimination, and that all practices, procedures and policies shall clearly exemplify that there is no discrimination.
- E. Copies of this Agreement shall be provided at the expense of the Board within thirty (30) days after the Agreement is signed. The Board agrees to provide fifteen (15) extra copies of the printed Agreement to the Association.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified mail at the following addresses:
1. If by the Association, to the Board at the Board's office to the Secretary.
  2. If by the Board, to the Association's President's school address, or home address during vacations.

**ARTICLE XXVII**

**DURATION OF AGREEMENT**

This AGREEMENT shall be effective on the date of signing and shall continue in effect until **June 30, 2007**, except that salary guide modifications, other monetary benefits or unless otherwise noted in this Agreement, shall be retroactive **to July 1, 2004**. This Agreement shall not be extended orally and it is expressly understood to expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto this **24<sup>TH</sup> Day of June, 2004** thereto cause this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be placed hereon, all on the day and the year first above written.

**ATLANTIC COUNTY SPECIAL SERVICES SCHOOL DISTRICT  
BOARD OF EDUCATION**

By */s/ Philip S. Munafò*  
**President**

**ATTEST:**

By */s/ Thomas R. DeBiaso*  
**Secretary**

**ATLANTIC COUNTY SPECIAL SERVICES EDUCATION ASSOCIATION**

By */s/ Cynthia Stoll*  
**President**

**ATTEST:**

By */s/ Deb Scheer*  
**Secretary**

**APPENDIX A**  
**SALARY GUIDES**  
**2004-2007**

**APPENDIX**  
**SALARY SCHEDULES**  
**2004-2007**

**Teachers/Therapists Schedules**

2004-2005	Appendix A-1
2005-2006	Appendix A-2
2006-2007	Appendix A-3

**Therapy Assistants**

2004-2005	Appendix B-1
2005-2006	Appendix B-2
2006-2007	Appendix B-3

**Aides**

2004-2005	Appendix C-1
2005-2006	Appendix C-2
2006-2007	Appendix C-3

**Secretaries**

2004 – 2007	Appendix D-1
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**Custodians**

2004 – 2007	Appendix E-1
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**Maintenance**

2004 – 2007	Appendix F-1
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**Food Service**

2004 – 2007	Appendix G-1
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**Certified Bus Aide**

2004 – 2007	Appendix H-1
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**APPENDIX A-1**  
**TEACHER/THERAPISTS SALARY SCHEDULE**  
**2004-2005**

Step	BA	Step	BA+15	Step	BA+30	Step	MA
1	\$40,815	1	\$41,631	1	\$42,651	1	\$44,162
2	\$41,115	2	\$41,937	2	\$42,965	2	\$44,486
3	\$42,026	3	\$42,866	3	\$43,917	3	\$45,472
4	\$43,588	4	\$44,460	4	\$45,550	4	\$47,163
5	\$44,999	5	\$45,899	5	\$47,024	5	\$48,689
6	\$46,683	6	\$47,616	6	\$48,783	6	\$50,511
7	\$48,138	7	\$49,101	7	\$50,304	7	\$52,085
8	\$49,556	8	\$50,547	8	\$51,786	8	\$53,619
9	\$51,055	9	\$52,077	9	\$53,353	9	\$55,242
10	\$52,552	10	\$53,603	10	\$54,917	10	\$56,861
11	\$54,192	11	\$55,276	11	\$56,631	11	\$58,636
12	\$56,059	12	\$57,181	12	\$58,582	12	\$60,656
13	\$60,427	13	\$61,636	13	\$63,146	13	\$65,382
14	\$64,757	14	\$66,052	14	\$67,671	14	\$70,067
Step	MA+15	Step	MA+30	Step	MA+45	Step	MA+60
1	\$44,733	1	\$45,468	1	\$45,957	1	\$46,651
2	\$45,062	2	\$45,802	2	\$46,295	2	\$46,994
3	\$46,060	3	\$46,817	3	\$47,321	3	\$48,035
4	\$47,773	4	\$48,557	4	\$49,080	4	\$49,821
5	\$49,319	5	\$50,129	5	\$50,669	5	\$51,434
6	\$51,164	6	\$52,004	6	\$52,565	6	\$53,358
7	\$52,759	7	\$53,625	7	\$54,203	7	\$55,021
8	\$54,313	8	\$55,205	8	\$55,800	8	\$56,642
9	\$55,957	9	\$56,876	9	\$57,488	9	\$58,356
10	\$57,597	10	\$58,543	10	\$59,174	10	\$60,067
11	\$59,394	11	\$60,370	11	\$61,020	11	\$61,942
12	\$61,441	12	\$62,450	12	\$63,123	12	\$64,076
13	\$66,228	13	\$67,316	13	\$68,041	13	\$69,068
14	\$70,973	14	\$72,139	14	\$72,916	14	\$74,017

**OG4-\$8197**

**Longevity**

Employees shall have their base salaries adjusted to include the following longevity payments:

Beginning an employee's 16th year in the District	\$500
Beginning an employee's 20th year in the District an additional	\$1,300
Beginning an employee's 25th year in the District an additional	\$1,700
Total:	\$3,500

**APPENDIX A-2**  
**TEACHER/THERAPISTS SALARY SCHEDULE**  
**2005-2006**

Step	BA
1	\$42,790
2	\$43,090
3	\$43,390
4	\$44,990
5	\$46,590
6	\$48,190
7	\$49,790
8	\$51,390
9	\$52,990
10	\$54,590
11	\$56,190
12	\$57,800
13	\$62,303
14	\$66,767

Step	BA+15
1	\$43,731
2	\$44,038
3	\$44,345
4	\$45,980
5	\$47,615
6	\$49,250
7	\$50,885
8	\$52,521
9	\$54,156
10	\$55,791
11	\$57,426
12	\$59,072
13	\$63,674
14	\$68,236

Step	BA+30
1	\$44,801
2	\$45,115
3	\$45,429
4	\$47,105
5	\$48,780
6	\$50,455
7	\$52,130
8	\$53,805
9	\$55,481
10	\$57,156
11	\$58,831
12	\$60,517
13	\$65,232
14	\$69,905

Step	MA
1	\$46,384
2	\$46,710
3	\$47,035
4	\$48,769
5	\$50,504
6	\$52,238
7	\$53,972
8	\$55,707
9	\$57,441
10	\$59,176
11	\$60,910
12	\$62,655
13	\$67,537
14	\$72,376

Step	MA+15
1	\$46,983
2	\$47,313
3	\$47,642
4	\$49,399
5	\$51,156
6	\$52,913
7	\$54,669
8	\$56,426
9	\$58,183
10	\$59,940
11	\$61,697
12	\$63,464
13	\$68,409
14	\$73,310

Step	MA+30
1	\$47,754
2	\$48,088
3	\$48,423
4	\$50,209
5	\$51,994
6	\$53,780
7	\$55,566
8	\$57,351
9	\$59,137
10	\$60,922
11	\$62,708
12	\$64,505
13	\$69,531
14	\$74,512

Step	MA+45
1	\$48,267
2	\$48,606
3	\$48,944
4	\$50,749
5	\$52,554
6	\$54,358
7	\$56,163
8	\$57,968
9	\$59,773
10	\$61,578
11	\$63,382
12	\$65,198
13	\$70,278
14	\$75,313

Step	MA+60
1	\$48,995
2	\$49,338
3	\$49,682
4	\$51,514
5	\$53,346
6	\$55,178
7	\$57,010
8	\$58,842
9	\$60,674
10	\$62,506
11	\$64,338
12	\$66,181
13	\$71,337
14	\$76,449

**OG4-\$8197**

**Longevity**

Employees shall have their base salaries adjusted to include the following longevity payments:

Beginning an employee's 16th year in the District	\$500
Beginning an employee's 20th year in the District an additional	\$1,300
Beginning an employee's 25th year in the District an additional	\$1,700
Total:	\$3,500



**APPENDIX A-3**  
**TEACHER/THERAPISTS SALARY SCHEDULE**  
**2006-2007**

Step	BA
1	\$45,657
2	\$45,957
3	\$46,257
4	\$46,557
5	\$48,213
6	\$49,868
7	\$51,524
8	\$53,180
9	\$54,836
10	\$56,491
11	\$58,147
12	\$61,093
13	\$65,093
14	\$69,093

Step	BA+15
1	\$46,753
2	\$47,060
3	\$47,367
4	\$47,674
5	\$49,370
6	\$51,065
7	\$52,761
8	\$54,456
9	\$56,152
10	\$57,847
11	\$59,543
12	\$62,559
13	\$66,655
14	\$70,751

Step	BA+30
1	\$47,894
2	\$48,209
3	\$48,524
4	\$48,838
5	\$50,575
6	\$52,312
7	\$54,049
8	\$55,786
9	\$57,523
10	\$59,259
11	\$60,996
12	\$64,086
13	\$68,282
14	\$72,478

Step	MA
1	\$49,584
2	\$49,909
3	\$50,235
4	\$50,561
5	\$52,359
6	\$54,157
7	\$55,955
8	\$57,753
9	\$59,552
10	\$61,350
11	\$63,148
12	\$66,347
13	\$70,691
14	\$75,035

Step	MA+15
1	\$50,223
2	\$50,553
3	\$50,883
4	\$51,213
5	\$53,034
6	\$54,855
7	\$56,677
8	\$58,498
9	\$60,319
10	\$62,141
11	\$63,962
12	\$67,202
13	\$71,602
14	\$76,002

Step	MA+30
1	\$51,045
2	\$51,380
3	\$51,715
4	\$52,051
5	\$53,902
6	\$55,753
7	\$57,604
8	\$59,455
9	\$61,306
10	\$63,157
11	\$65,008
12	\$68,302
13	\$72,774
14	\$77,246

Step	MA+45
1	\$51,592
2	\$51,931
3	\$52,270
4	\$52,609
5	\$54,480
6	\$56,351
7	\$58,222
8	\$60,093
9	\$61,964
10	\$63,835
11	\$65,706
12	\$69,035
13	\$73,555
14	\$78,075

Step	MA+60
1	\$52,369
2	\$52,713
3	\$53,057
4	\$53,401
5	\$55,300
6	\$57,199
7	\$59,098
8	\$60,997
9	\$62,896
10	\$64,796
11	\$66,695
12	\$70,073
13	\$74,661
14	\$79,249

**OG4-\$8197**

<b>Longevity</b>	
Employees shall have their base salaries adjusted to include the following longevity payments:	
Beginning an employee's 16th year in the District	\$500
Beginning an employee's 20th year in the District an additional	\$1,300
Beginning an employee's 25th year in the District an additional	\$1,700
Total:	\$3,500

## APPENDIX B-1

### THERAPY ASSISTANTS SALARY SCHEDULE 2004-2005

Step	AA	Step	AA +30	Step	BA	Step	BA +30
1	\$32,833	1	\$33,333	1	\$33,833	1	\$34,333
2	\$32,890	2	\$33,390	2	\$33,890	2	\$34,390
3	\$32,948	3	\$33,448	3	\$33,948	3	\$34,448
4	\$33,141	4	\$33,641	4	\$34,141	4	\$34,641
5	\$33,439	5	\$33,939	5	\$34,439	5	\$34,939
6	\$33,737	6	\$34,237	6	\$34,737	6	\$35,237
7	\$34,035	7	\$34,535	7	\$35,035	7	\$35,535
8	\$34,334	8	\$34,834	8	\$35,334	8	\$35,834
9	\$34,632	9	\$35,132	9	\$35,632	9	\$36,132
10	\$35,496	10	\$35,996	10	\$36,496	10	\$36,996
11	\$36,359	11	\$36,859	11	\$37,359	11	\$37,859
12	\$37,663	12	\$38,163	12	\$38,663	12	\$39,163
13	\$41,316	13	\$41,816	13	\$42,316	13	\$42,816

#### Longevity

Employees shall have their base salaries adjusted to include the following longevity payments:

Beginning an employee's 15th year in the District	\$400
Beginning an employee's 20th year in the District an additional	\$600
Beginning an employee's 25th year in the District an additional	\$1,100
Total:	\$2,100

## APPENDIX B-2

### THERAPY ASSISTANTS SALARY SCHEDULE 2005-2006

Step	AA	Step	AA +30	Step	BA	Step	BA +30
1	\$34,400	1	\$35,000	1	\$35,600	1	\$36,200
2	\$34,461	2	\$35,061	2	\$35,661	2	\$36,261
3	\$34,521	3	\$35,121	3	\$35,721	3	\$36,321
4	\$34,724	4	\$35,324	4	\$35,924	4	\$36,524
5	\$35,036	5	\$35,636	5	\$36,236	5	\$36,836
6	\$35,348	6	\$35,948	6	\$36,548	6	\$37,148
7	\$35,660	7	\$36,260	7	\$36,860	7	\$37,460
8	\$35,973	8	\$36,573	8	\$37,173	8	\$37,773
9	\$36,285	9	\$36,885	9	\$37,485	9	\$38,085
10	\$37,191	10	\$37,791	10	\$38,391	10	\$38,991
11	\$38,095	11	\$38,695	11	\$39,295	11	\$39,895
12	\$39,461	12	\$40,061	12	\$40,661	12	\$41,261
13	\$43,289	13	\$43,889	13	\$44,489	13	\$45,089

#### **Longevity**

Employees shall have their base salaries adjusted to include the following longevity payments:

Beginning an employee's 15th year in the District	\$400
Beginning an employee's 20th year in the District an additional	\$600
Beginning an employee's 25th year in the District an additional	\$1,100
Total:	\$2,100

## APPENDIX B-3

### THERAPY ASSISTANTS SALARY SCHEDULE 2006-2007

Step	AA	Step	AA +30	Step	BA	Step	BA +30
1	\$35,829	1	\$36,529	1	\$37,229	1	\$37,929
2	\$36,029	2	\$36,729	2	\$37,429	2	\$38,129
3	\$36,229	3	\$36,929	3	\$37,629	3	\$38,329
4	\$36,529	4	\$37,229	4	\$37,929	4	\$38,629
5	\$36,829	5	\$37,529	5	\$38,229	5	\$38,929
6	\$37,129	6	\$37,829	6	\$38,529	6	\$39,229
7	\$37,429	7	\$38,129	7	\$38,829	7	\$39,529
8	\$37,729	8	\$38,429	8	\$39,129	8	\$39,829
9	\$38,056	9	\$38,756	9	\$39,456	9	\$40,156
10	\$39,892	10	\$40,592	10	\$41,292	10	\$41,992
11	\$41,728	11	\$42,428	11	\$43,128	11	\$43,828
12	\$43,564	12	\$44,264	12	\$44,964	12	\$45,664
13	\$45,402	13	\$46,102	13	\$46,802	13	\$47,502

#### **Longevity**

Employees shall have their base salaries adjusted to include the following longevity payments:

Beginning an employee's 15th year in the District	\$400
Beginning an employee's 20th year in the District an additional	\$600
Beginning an employee's 25th year in the District an additional	\$1,100
Total:	\$2,100

## APPENDIX C-1

### AIDES SALARY SCHEDULE 2004 - 2005

Step	Less than 60 credits	Step	More than 60 credits	Step	More than 90 credits	Step	Bachelor's Degree
1	\$17,491	1	\$17,991	1	\$18,491	1	\$18,991
2	\$17,691	2	\$18,191	2	\$18,691	2	\$19,191
3	\$17,931	3	\$18,431	3	\$18,931	3	\$19,431
4	\$18,174	4	\$18,674	4	\$19,174	4	\$19,674
5	\$18,420	5	\$18,920	5	\$19,420	5	\$19,920
6	\$18,666	6	\$19,166	6	\$19,666	6	\$20,166
7	\$18,912	7	\$19,412	7	\$19,912	7	\$20,412
8	\$19,369	8	\$19,869	8	\$20,369	8	\$20,869
9	\$19,824	9	\$20,324	9	\$20,824	9	\$21,324
10	\$20,281	10	\$20,781	10	\$21,281	10	\$21,781
11	\$21,232	11	\$21,732	11	\$22,232	11	\$22,732
12	\$22,183	12	\$22,683	12	\$23,183	12	\$23,683
13	\$24,561	13	\$25,061	13	\$25,561	13	\$26,061
14	\$28,561	14	\$29,061	14	\$29,561	14	\$30,061

OG4-\$4196

**Certified Itinerant Aides shall have their base salary increased by \$2,060**

<b>Longevity</b>	
Employees shall have their base salaries adjusted to include the following longevity payments:	
Beginning an employee's 16th year in the District	\$400
Beginning an employee's 20th year in the District an additional	\$600
Beginning an employee's 25th year in the District an additional	\$1,100
Total:	\$2,100

## APPENDIX C-2

### AIDES SALARY SCHEDULE Aides 2005-2006

Step	Less than 60 credits	Step	More than 60 credits	Step	More than 90 credits	Step	Bachelor's Degree
1	\$17,979	1	\$18,579	1	\$19,179	1	\$19,779
2	\$18,179	2	\$18,779	2	\$19,379	2	\$19,979
3	\$18,379	3	\$18,979	3	\$19,579	3	\$20,179
4	\$18,628	4	\$19,228	4	\$19,828	4	\$20,428
5	\$18,880	5	\$19,480	5	\$20,080	5	\$20,680
6	\$19,133	6	\$19,733	6	\$20,333	6	\$20,933
7	\$19,385	7	\$19,985	7	\$20,585	7	\$21,185
8	\$19,853	8	\$20,453	8	\$21,053	8	\$21,653
9	\$20,319	9	\$20,919	9	\$21,519	9	\$22,119
10	\$20,788	10	\$21,388	10	\$21,988	10	\$22,588
11	\$21,763	11	\$22,363	11	\$22,963	11	\$23,563
12	\$22,737	12	\$23,337	12	\$23,937	12	\$24,537
13	\$25,625	13	\$26,225	13	\$26,825	13	\$27,425
14	\$29,275	14	\$29,875	14	\$30,475	14	\$31,075

OG4-\$4196

Certified Itinerant Aides shall have their base salary increased by \$2,060

<b>Longevity</b>	
Employees shall have their base salaries adjusted to include the following longevity payments:	
Beginning an employee's 16th year in the District	\$400
Beginning an employee's 20th year in the District an additional	\$600
Beginning an employee's 25th year in the District an additional	\$1,100
Total:	\$2,100

## APPENDIX C-3

### AIDES SALARY SCHEDULE 2006-2007

Step	Less than 60 credits	Step	More than 60 credits	Step	More than 90 credits	Step	Bachelor's Degree
1	\$18,596	1	\$19,296	1	\$19,996	1	\$20,696
2	\$18,796	2	\$19,496	2	\$20,196	2	\$20,896
3	\$18,996	3	\$19,696	3	\$20,396	3	\$21,096
4	\$19,196	4	\$19,896	4	\$20,596	4	\$21,296
5	\$19,456	5	\$20,156	5	\$20,856	5	\$21,556
6	\$19,716	6	\$20,416	6	\$21,116	6	\$21,816
7	\$19,976	7	\$20,676	7	\$21,376	7	\$22,076
8	\$20,458	8	\$21,158	8	\$21,858	8	\$22,558
9	\$20,939	9	\$21,639	9	\$22,339	9	\$23,039
10	\$21,422	10	\$22,122	10	\$22,822	10	\$23,522
11	\$22,427	11	\$23,127	11	\$23,827	11	\$24,527
12	\$24,467	12	\$25,167	12	\$25,867	12	\$26,567
13	\$27,267	13	\$27,967	13	\$28,667	13	\$29,367
14	\$30,167	14	\$30,867	14	\$31,567	14	\$32,267

OG4-\$4196

Certified Itinerant Aides shall have their base salary increased by \$2,060

<b>Longevity</b>	
Employees shall have their base salaries adjusted to include the following longevity payments:	
Beginning an employee's 16th year in the District	\$400
Beginning an employee's 20th year in the District an additional	\$600
Beginning an employee's 25th year in the District an additional	\$1,100
Total:	\$2,100

## APPENDIX D-1

### SECRETARIES SALARY SCHEDULE 2004 - 2007

Step	2004 - 2005	2005 - 2006	2006 - 2007
1	\$26,100	\$27,225	\$32,784
2	\$26,421	\$27,559	\$33,284
3	\$26,773	\$27,927	\$33,784
4	\$27,130	\$28,300	\$34,284
5	\$27,494	\$28,679	\$34,784
6	\$27,856	\$29,057	\$35,284
7	\$28,218	\$29,434	\$35,784
8	\$28,581	\$29,812	\$36,284
9	\$28,943	\$30,190	\$36,784
10	\$29,306	\$30,569	\$37,284
11	\$31,408	\$32,761	\$37,784
12	\$33,509	\$34,954	\$38,284
13	\$35,611	\$37,146	\$38,784

#### Longevity

Employees shall have their base salaries adjusted to include the following longevity payments:

Beginning the 15th year in the District	\$400
Beginning the 20th year in the District an additional	\$600
Beginning the 25th year in the District an additional	\$1,100
Total:	\$2,100



## APPENDIX E-1

### CUSTODIAN SALARY SCHEDULE 2004 - 2007

Step	2004 - 2005	2005 - 2006	2006 - 2007
1	\$22,808	\$23,236	\$23,911
2	\$23,008	\$23,436	\$24,111
3	\$23,246	\$23,636	\$24,311
4	\$23,582	\$23,979	\$24,511
5	\$23,810	\$24,210	\$25,194
6	\$24,367	\$24,777	\$25,877
7	\$24,895	\$25,314	\$26,560
8	\$25,390	\$25,817	\$27,243
9	\$25,808	\$26,242	\$27,926
10	\$27,527	\$27,990	\$28,611
11	\$29,318	\$29,810	\$30,532
12	\$31,125	\$31,748	\$32,453

**Longevity:**

Employees shall have their base salaries adjusted to include the following longevity payments:

Beginning an employee's 17th year in the District

\$400

Beginning an employee's 20th year in the District an additional

\$550

Beginning an employee's 25th year in the District an additional

\$1,050

Total:

\$2,000

## APPENDIX F-1

### MAINTENANCE SALARY SCHEDULE 2004 - 2007

Step	2004 - 2005	2005 - 2006	2006 - 2007
1	\$28,994	\$30,719	\$32,554
2	\$29,194	\$30,919	\$32,754
3	\$29,694	\$31,119	\$32,954
4	\$30,194	\$31,619	\$33,154
5	\$30,474	\$31,899	\$33,434
6	\$31,022	\$32,447	\$33,982
7	\$31,569	\$32,994	\$35,387
8	\$32,117	\$33,542	\$36,792
9	\$32,665	\$34,090	\$38,197
10	\$33,212	\$34,637	\$39,602
11	\$34,698	\$36,123	\$41,007
12	\$39,453	\$40,878	\$42,413

**Longevity**

Employees shall have their base salaries adjusted to included the following longevity payments:

Beginning an employee's 14th year in the District

\$4

Beginning an employee's 19th year in the District an additional

\$5

Beginning an employee's 25th year in the District an additional

\$1,0

Total:

\$2,0

## APPENDIX G-1

### FOOD SERVICE PERSONNEL SALARY SCHEDULE 2004 - 2007

#### NEW HIRES

CAFETERIA WORKER - EFFECTIVE SEPTEMBER 1, 2004	\$9.83 PER HOUR
CAFETERIA WORKER - EFFECTIVE SEPTEMBER 1, 2005	\$10.32 PER HOUR
CAFETERIA WORKER - EFFECTIVE SEPTEMBER 1, 2006	\$10.84 PER HOUR

#### CAFETERIA WORKERS

EFFECTIVE SEPTEMBER 2004 - 5.1% OVER 2003-2004 HOURLY RATE  
EXISTING EMPLOYEES

EFFECTIVE SEPTEMBER 2005 - 5.0% OVER 2004-2005 HOURLY RATE  
EXISTING EMPLOYEES

EFFECTIVE SEPTEMBER 2006 - 5.1% OVER 2005-2006 HOURLY RATE  
EXISTING EMPLOYEES

#### Note: Each Cook shall receive an additional:

- \$ .90 per hour to their hourly rate - 04-05
- \$ .95 per hour to their hourly rate - 05-06
- \$1.00 per hour to their hourly rate - 06-07

#### Longevity:

Employees shall have their base salaries adjusted to include the following longevity payments:

Beginning an employee's 15th year in the District

Beginning an employee's 20th year in the District an additional

Beginning an employee's 25th year in the District an additional

Total:

## APPENDIX H-1

### CERTIFIED BUS AIDE RATE SCHEDULE 2004 - 2007

2004-2005	2005-2006	2006-2007
\$19.15 Per Hour	\$20.11 Per Hour	\$21.13 Per Hour