

2008 – 2011  
AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION  
OF  
BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY  
AND  
BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY  
CHILD STUDY TEAM ASSOCIATION

## TABLE OF CONTENTS

<u>ARTICLE NO.</u>		<u>PAGE NO.</u>
I	Membership .....	1
II	Negotiations Procedure .....	2
III	Grievance Procedure .....	4
IV	Employee Rights .....	7
V	Associations Rights and Privileges .....	9
VI	Association-Administration Liaison .....	12
VII	Evaluation .....	13
VIII	Leaves of Absence .....	15
IX	Vacation .....	19
X	Vacancies .....	20
XI	School Calendar .....	21
XII	Transfer of Personnel .....	22
XIII	Professional Development .....	23
XIV	Insurance Protection .....	25
XV	Protection of Employee and Property .....	27
XVI	Salaries .....	28
	Salary Guide .....	29
XVII	Miscellaneous Provisions .....	30
XIX	Legality of Agreement .....	32
	<b>SCHEDULES</b>	
	Attachment A .....	33
	Attachment B .....	34

ARTICLE I  
MEMBERSHIP

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Burlington County Institute of Technology Child Study Team Association, hereinafter known as "the Association," as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel, whether under contract, on leave, employed, or to be employed by the Burlington County Institute of Technology Board of Education, hereinafter known as the "Board," including only:

School Psychologists, School Social Workers, and Learning Disabilities Teacher-Consultants.

B. Definitions

For purposes of clarity, terms crucial to the interpretation of this contract are listed below:

- A) **Employee**- When used hereinafter in this Agreement, this term shall refer to all professional employees represented by the Association in the negotiating unit as above named in Article I, section A and references to gender shall include all employees (i.e. his/her, he/she).

ARTICLE II  
NEGOTIATIONS PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with chapter 123 "Public Laws of 1974", in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of employees. Negotiations shall begin no later than one hundred twenty (120) days prior to the final notification of the budget by the local Board of Education. This date shall be no later than the fifteenth (15<sup>th</sup>) day of December. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.

B. Negotiating Team Authority

Neither party in all negotiations 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.

C. Maintaining Current Benefits

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment are applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits.

D. Modification - Understanding of Parties

This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

This Agreement shall be effective as of July 1, 2008, and shall continue in effect until June 30, 2011, subject to the Association's right to negotiate over a successor agreement, as provided herein.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definition

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions, Board policy or State statute affecting a member or group of members.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Filing a Grievance

A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of an event.

2. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance within the specified time limitation shall constitute acceptance of a grievance as sustained. Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to constitute an acceptance of such response as dispositive.

3. Informal Attempt to Resolve a Complaint

An individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within fourteen (14) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

4. Adjustment To Time Limit

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 and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limit 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 thereafter as is practical.

5. Level One--Immediate Supervisor

If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within seven (7) work days, he shall set forth his grievance in writing to the immediate supervisor, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of the previous discussion;
- d. his dissatisfaction with decisions previously rendered.

The immediate supervisor shall communicate -his decision to the griever in writing within seven (7) work days of receipt of the written grievance.

6. Level Two--Superintendent of Schools

The griever, no later than seven (7) work days after receipt of the immediate supervisor's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate supervisor and his dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) work days. The Superintendent shall communicate his decision in writing to the griever and the immediate supervisor.

7. Level Three--Board of Education

If the grievance is not resolved to the griever's satisfaction, he, no later than seven (7) work days after the receipt of the Superintendent's decision, may request a review by

the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievor and render a decision in writing within thirty-five (35) work days of receipt of the grievance by the Board.

8. Right to Representation

Rights of employees to representation shall be as follows: Any grievor may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative(s) and/or an attorney selected and approved by the Association.

When a grievor is not represented by the Association in the processing of a grievance, the Association shall be notified, at the time of submission of the grievance to the Superintendent, or at any later level, that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

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

9. Separate Grievance File

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 personnel file of any of the participants.

10. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.



ARTICLE IV  
EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association; collective negotiations with the Board; or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms of conditions of employment.

Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employee hereunder shall be deemed to be in addition to those provided elsewhere.

B. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter that may adversely affect the status of his employment, he shall be given forty-eight (48) hours prior notice (which will be in written form) of the reasons for such meeting or interview and shall have (a) representative(s) of the Association and/or attorney present to advise him and represent him during such meeting or interview. The Association shall have the right to be present to protect the interests of the organization as the bargaining representative-exclusively recognized.

C. Criticism of Supervisory Employees

Any question or criticism by a supervisor, administrator or Board member of an employee shall be made in confidence and not in the presence of teachers, parents, students or at a public gathering.

D. Complaint Procedure

Any written or oral complaints regarding an employee made to any member of the administration by any parent, staff member, student or other person which does influence the evaluation of an employee shall be brought to the attention of the employee involved immediately.

E. Discipline

No employee shall be discharged, disciplined, or reduced in rank or compensation without an opportunity to discuss the action with the Superintendent and/or the Board as desired. Reasons for any of the above actions will be given in writing to the involved party when requested. Any such action by the Board will be subject to the grievance procedure contained herein.

F. Termination

The contract of a non-tenure employee may be terminated by either the Board or by the employee upon prior written notification of at least thirty (30) days. However, the parties acknowledge that they are in agreement that it is to their mutual benefit that terminated employees shall be made aware of the reasons for termination and be given an opportunity to be heard if requested. To that end, the Board shall provide reasons for termination and grant an opportunity to be heard to a terminated employee who has not achieved tenure.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association in response to reasonable requests from time to time and with advanced notice of two (2) working days information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, all allocations, agenda and minutes of all Board meetings, census data, names and addressees of all employees 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.

B. Use of School Building

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 normal school operations.

C. Use of School Equipment

1. The Association shall have the right to use school facilities and equipment, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use.
2. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary for all postal services which do not require United States postage.

D. Agency Shop

1. Purpose of Fee

If any 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.

2. Amount of Fee-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, and the representation fee has been set at eighty-five percent (85%) of that amount.

3. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representatives, the representation fee should be equal to the regular membership dues, initiation fees, and assessments charged by the Association to its own members, and the representation fee has been set at eighty-five percent (85%) of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

4. Termination of Employment

If an employee who is required to pay a representative fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee, no further payment will be required.

5. Changes

The Association will notify the Board in writing, of any changes in the list provided for in paragraph one (1) above and/or amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees

Any new employee within the unit who fails to join the Association within sixty (60) days will be added to the agency shop list for deductions. Any unit member may

appeal the amount of dues assessed. The officers of the unit shall constitute the appeal board.

7. Conflict with Other Units with Agency Shop

In negotiating with other bargaining units in the district related to agency shop provisions, the Board of Education shall exempt all employees from any agency shop claims from any unit other than the one in which the employee is eligible for membership.

8. Deduction of Representation Fee

The enactment of the deduction of the representation fee is in accordance with Chapter 477 P.L. 1979 of the New Jersey State Law, and the Board will be "safe and harmless" in any action taken to stop this representation fee from being deducted from a nonmember's paycheck.

ARTICLE VI

ASSOCIATION-ADMINISTRATION LIASON

A. Organization

Recognizing that any agreement entered into by the Association and the Board can only be implemented by way of effective and continuing communication, therefore, the Liaison Committee shall be determined by the Association.

B. Meetings with the Superintendent

Meetings shall be held at the request of either party within seven (7) work days after request, but no more than once a month, unless by mutual consent of both parties. Meetings shall be scheduled after the school day, unless otherwise mutually agreed, and shall be of a reasonable length to discuss areas of concern.

The President of the Association and/or his representative(s) shall meet with the Superintendent and/or his designated representative(s) at the request of either party within seven (7) work days of said request, but these meetings shall not exceed one (1) per month unless by mutual consent. These meetings shall be of a reasonable length to discuss the areas of concern.

ARTICLE VII  
EVALUATION

A. Right to Full Knowledge

The Board of Education and Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his supervisor respecting the effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.

B. Frequency of Review

Therefore, the Superintendent shall establish supervisory procedures that will guarantee a minimum of three (3) written evaluations per year for the first three years of employment for each non-tenured employee. The first written evaluation shall be no later than December 1st. The second written evaluation shall be no later than February 1st and the third no later than March 1st. The process shall be in accordance with provisions of N.J.A.C. 6:3-1.19.

C. Evaluation Procedures

1. Copies of Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him, with the stipulation that such signature does not indicate agreement with the contents thereof. If not signed by the employee, said evaluation will become part of the employee's personnel file within ten (10) working days. Each employee shall receive a copy of each written evaluation.

2. Right of Employee to Respond

A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with N.J.A.C. 6:3-1.21. At such time, the employee is entitled to have his response to the evaluation heard and appended to the evaluation report.

3. Notice of Contract Renewal

Each nontenured employee shall receive written notice, prior to April 30 of each year whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

4. Review of Personnel File

Employees will have the right, with five (5) working days notice, to review the contents of their personnel file and to receive a copy of any documents contained therein. An employee will be entitled to have a representative of the Association accompany him/her during such review. Once every three (3) years, an employee will have the right to indicate those documents-and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent of Schools and if he/she agrees, they will be destroyed.

5. Material Placed in Personnel File

With the exception of evaluations and PIP's, only those documents marked "cc: Personnel File" may be placed in the personnel file by the Superintendent. The employee shall promptly receive copies of all such documents. The employee will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent, or his/her designee and attached to the file copy.

Only those documents properly contained in the personnel file will be used by the Board, in any action against the employee.



ARTICLE VIII  
LEAVES OF ABSENCE

A. Sick Leave

1. Accumulative

All full-time employees shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

2. Retirement

Upon retirement an employee shall be compensated for unused sick leave at the rate of fifty percent (50%) of the daily rate during the last year of services times the days unused, to a total maximum payment of fifteen thousand dollars (\$15,000).

3. Voluntary Termination

An employee who voluntarily terminates his/her employment with the district after ten years of service shall receive twenty percent (20%) of his/her per diem rate of salary based upon the contractual salary of his/her last year of employment for each day of accumulated sick leave.

4. Extended Illness

Per Statute.

B. Temporary Leaves of Absence

All full-time employees shall be entitled to the following leaves of absence with pay during the school year:

1. Death in Family

In the event of a death in the immediate family, an allowance of up to five (5) days leave shall be granted. "Immediate family" shall be spouse, child, stepchild, parents, legal guardians, sibling, parents-in-law, sister-in-law, brother-in-law or any grandparents, grandchildren or any member of the employee's immediate household.

2. Funerals

a. An allowance of one (1) day shall be granted to attend the funeral of other relatives of the employee.

- b. An allowance of one (1) day shall be granted to attend the funeral of a close friend. Such allowance shall be limited to one (1) day per calendar year.

3. Personal

Absence of four (4) days for 12 month employees per year may be granted to an employee without reduction in pay for personal business which cannot be performed other than during employment hours. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year.

4. Jury Duty

In case of required jury duty an employee shall be allowed time off for jury service. He/She shall be paid the difference between his/her regular pay and jury pay. Jury pay does not include food and mileage allowances.

5. Legal

In case of required appearance in a court of law involving the employee through no fault of his/her own, he/she shall be granted time off without reduction in pay for such appearance.

C. Extended Leaves or Absence

1. Maternity

a. Childbirth and Child Rearing

The Board shall grant maternity/child rearing leave without pay to any tenured employee upon request subject to the following stipulations and limitations:

- (1) Any employee granted maternity or child rearing leave shall at her request be restored to a similar position, and/or assignment vacated at the commencement of said leave whenever possible.
- (2) No employee shall be prevented from returning to work after childbirth or child rearing solely on the grounds that there has not been a specified time lapse between childbirth and the desired date of return. A physical examination may be required.

- (3) The Board shall permit an employee to continue her duties during pregnancy provided the employee can produce a certificate from her physician stating that she is medically able to continue her duties.
- (4) Any employee granted child rearing leave without pay according to the provisions of this section may at his/her discretion elect to use all or any part of his/her accumulated sick leave during the period of such absence and receive full pay for the same.
- (5) Notification of intention to return shall be made sixty (60) days prior to the actual return. The Board may extend said leave to a maximum of three (3) full years. The employee may return on any date mutually agreed upon by the employee and the Superintendent within the three (3) year period.

b. Adoption

Any employee adopting a child shall receive leave in accordance with Item 1.a. of this Article, which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for adoption.

c. Paternal Leave

An employee shall be granted five (5) days with pay during the period in which his/her child is born or adopted.

2. Good Cause

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

3. Return from Leave

a. Benefits

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

4. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing through the Superintendent and may be granted by the Board of Education.

ARTICLE IX  
VACATION

A. Time Allotted

All twelve-month (12) employees covered by this agreement shall be entitled to twenty-two (22) vacation days annually. Employees may carry over a maximum of (10) ten days to September 30<sup>th</sup> of the subsequent contractual year. Accrued vacation days may not exceed thirty-two (32) days within a school year. Failure to use carry-over vacation days in the subsequent contractual year will result in their loss. The Superintendent retains the right to alter vacation schedules if he/she determines that the absence of the employee would cause an undue burden to other staff members and/or jeopardize the safe and efficient operation of the district. In addition, the Superintendent may require that vacations be taken within the period starting with the day after the last student day of the school year through July 10<sup>th</sup> following.

B. Legal Holidays

All legal holidays which will be included in the school calendar shall be considered non-work days. July 4 and Labor Day which are not in the school calendar are considered holidays.

C. Separation from Service

1. A member who dies before his/her contract period is completed shall have payment for his/her vacation days given to his/her estate.
2. A member who resigns or retires during the contract year shall receive cash payment for his/her vacation days at his/her per diem rate for unused vacation days.

ARTICLE X  
VACANCIES

A. Notice

A notice of vacancy shall be sent to the Association ten (10) calendar days before the final date when applications must be submitted. The notice of vacancy shall set forth the position, its qualifications, its duties, and the rate of compensation. It is understood that the qualifications for any such position shall not be changed while applications are pending.

B. Timing for Decisions

The Association will be notified of the identity of the person selected for the position within sixty (60) calendar days of the last day for the filing of applications, or if the position has not been filled within that period, of the reason for the delay.

ARTICLE XI  
SCHOOL CALENDAR

Input to the School Calendar

Input to the school calendar shall be solicited from representatives of this Association prior to its being adopted by the Board of Education. All days off provided by the school calendar shall be considered non-working days for employees unless the Superintendent determines that the absence from school of certain employees will jeopardize the safe and efficient operation of the district. In these circumstances, the employee(s) who are required to work will receive per diem compensatory time.

ARTICLE XII

TRANSFER OF PERSONNEL

A. Involuntary Transfer of Personnel

When transfer of employees is being considered by the Board, every effort shall be made to provide for a smooth transition and guarantee that all aspects of a thorough and efficient management procedure shall be safeguarded. Transfers shall follow these procedures:

1. Thirty (30) days notice of a transfer and/or reassignment shall be given to employees except in cases of an emergency.
2. Prior to the transfer and/or reassignment, a meeting between the employee and the Superintendent will be held to discuss the factors influencing the final decision.
3. No vacancy shall be filled by means of involuntary transfer and/or reassignment if there is an acceptable and qualified volunteer available to fill said position. The Superintendent will determine the qualifications and acceptability.
4. In all cases of transfer and/or reassignment, the wishes, of the employee involved shall be the major consideration in the decision of the Superintendent.

B. Request for Voluntary Transfers

A request may be granted if:

1. A vacancy exists.
2. The qualifications of the employee involved meet the requirements of the available position in terms of professional preparation, experience and certification.

C. Procedure for Processing Transfer Requests

1. The request for transfer shall be submitted to the Superintendent for endorsement.
2. The Superintendent shall acknowledge receipt of the request and schedule an interview with the transfer candidate as soon as possible.
3. The Superintendent shall inform the transfer candidate of the final decision in writing within sixty (60) calendar days of the closing date.



ARTICLE XIII

PROFESSIONAL DEVELOPMENT

A. Professional Dues

The Board of Education recognizes the value of professional organizations and agrees to pay the dues for employees who join one professional organization. Dues for membership in other professional organizations may be paid for by the Board if deemed of value to the district.

B. Reimbursement of Tuition, Fees, and Books

1. Tuition reimbursement for approved courses shall be the tuition cost of the School of Education, Rutgers University, in the following manner:

A	= 100% tuition reimbursement
B or Pass or "For Credit"	= 80% tuition reimbursement
Grades lower than B	=0% (none) tuition reimbursement

Courses must be approved in advance by the Superintendent and be appropriate and/or required for the position held by the employee. Reimbursement will be made by the Board upon presentation of evidence of successful completion of the course(s), within thirty (30) work days after submission.

2. If an employee believes that it is in the best interest of the school district to attend an activity that will aid his/her professional development in his/her field, responsibility of the member to notify the Supervisor for Special Education of his/her wishes. The Supervisor will inform the Superintendent who will notify the Board of his request with his/her recommendation, at the earliest convenient time, but if possible no later than the next Board meeting. The Board will evaluate the request to make a decision as to whether or not the member may attend. The Board's decision shall be final on all requests.

3. If employee takes course(s) at a NJ State college or university, the tuition rate of the institution shall prevail. If employee takes course(s) elsewhere the tuition rate of the School of Education, Rutgers University shall prevail unless tuition is at a lower rate, then the lower tuition shall be the rate for reimbursement.

C. Staff Development

1. There shall exist a continuing educational units system with salary stipends. This system shall recognize those who continue their education by participating in non-required workshops or other programs outside of in-service days and not compensated for on the salary guide. Workshops and/or other programs not sponsored by this school district must be approved in advance to qualify for continuing educational units.
2. Compensation for the continuing educational units system shall exist as follows:
  1. One (1) continuing educational unit shall be equivalent to fifteen (15) hours of participation in approved workshops or programs.
  2. Upon attainment of the specified number of continuing educational units, the additional stipend(s) shall be awarded in two payments; one-half of this shall be paid on the first payday in December of the school year, and one-half the first payday in May.
 

(1) 15 C.E.U.'s	\$ 500
(2) 15 C.E.U.'s (total 30)	\$ 650 (total \$1150)
(3) 15 C.E.U.'s (total 45)	\$ 800 (total \$1950)
(4) 15 C.E.U.'s (total 60)	\$ 950 (total \$2900)
(5) 15 C.E.U.'s (total 75)	\$1100 (total \$4000)
3. The administration shall maintain an accurate record of the number of C.E.U.'s and fraction (hours) thereof. This record shall be reported to each employee by October 1 of their accumulation of C.E.U.'s obtained by August 30.
4. If attainment of 15 C.E.U.'s occurs prior to February 1, the full stipend shall be awarded during that school year. If possible the stipend shall be awarded in two payments, one-half (1/2) of this payment shall be made on the first payday in December of the school year, and one-half (1/2) the first payday in May. This stipend shall be paid as a separate check.

ARTICLE XIV  
INSURANCE PROTECTION

A. Full Health Care Coverage

The Board will provide a health care plan in accordance with Attachment A, (page 33).  
 Members **will not** contribute 1.5% of their salaries for the duration of this contract.

B. Prescription Plan

The Board shall continue providing full family prescription coverage as provided to members of the Teachers' Association and Administrators' Association.

C. Dental Plan

The Board shall provide a dental plan providing the following coverage for the employee, spouse and dependents.

	EMP/SPO	DEPENDENTS
Preventive and Diagnostic	100%	100%
Remaining Basic Services	75%	50%
Crowns	75%	50%
Prosthodontia Services	50%	50%
Orthodontic Services	N/ A	50%

Maximum payment for any calendar year, by insurance company is \$1,500 per person for Preventive & Diagnostic, Basic Crowns and Prosthodontia Services.

Maximum Payment for Orthodontic Services \* is \$1,000 per child/lifetime.

(\*for eligible dependent children only)

Nothing contained herein shall deny the right of the Board to determine the carrier for the dental plan provided it demonstrates to the Association that any change in carriers will not reduce the range and levels of benefits and services.

D. Vision

Beginning July 1, 1991, the Board shall provide at no cost to the employee a vision care plan similar to the Vision Service Plan "C" with no deductible.

E. Section 125

Add a provision permitting employees to opt out of the coverages with the resulting savings of premium dollars to be shared 50/50 between the Board and the employee. A Section 125 plan shall be implemented in conjunction with this. [See Attachment B (page 34)]

F. Hours Needed for Benefits

An employee must regularly work at least 25 hours per week to be eligible for the above benefits. However, anything to the contrary herein notwithstanding, any employee employed as of September 1, 1999 shall continue to receive health benefits.

G. Extended Illness

In cases where an employee is on extended medical leave, without pay (after sick days are exhausted) premiums for all medical, dental, prescription, and optical benefits shall be continued by the Board not to exceed 12 months.

H. Worker's Compensation

The Board shall maintain worker's compensation insurance for the coverage of all employees. In accordance with the NJSA 18A:30-2.1, the employee will not suffer a loss in money or time due to a job-related injury which is covered by worker's compensation. Injuries which qualify for worker's compensation will be determined by the insurance company.

I. Employee Assistance Program

The Board shall provide an Employee Assistance Program.

ARTICLE XV

PROTECTION OF EMPLOYEE AND PROPERTY

A. Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety and well-being.

B. Assault

1. Legal Assistance

The Board shall give full support, including legal and other assistance, for any assault upon the employee while acting in the discharge of his duties.

2. Leave

When absence arises from such assault or injury while acting in the discharge of his/her duties, the administrator shall be entitled to full salary and to other benefits for the period of such absence but shall not forfeit any sick or personal leave.

3. Reimbursement for Personal Property Damage

The Board shall reimburse employees for the reasonable cost of any 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 discharge of his duties within the scope of his employment.

ARTICLE XVI  
SALARIES

A. Salaries

The salaries of all employees covered by this agreement are set forth in the attached Salary Schedule and made a part hereof. The Board shall issue pay checks every other Friday beginning with the first Friday of the school year (School Calendar). When a payday falls on a holiday, or vacation, employees shall receive their paychecks on the last previous working day.

B. Credit Union

Employees may participate in the Credit Union by direct deposit.

C. Service Credit

Any employee employed before the first (1<sup>st</sup>) day of January during the term of this contract shall be given full credit for the year. If employed on or after the first (1<sup>st</sup>) day of January, the employee shall not receive credit for the year's service.

D. Separate Checks

Employees, who receive payment for extra-curricular activities, night school teaching, or any other activity, will be paid with separate checks.

**BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY  
CHILD STUDY TEAM  
CONTRACTUAL SALARY GUIDE**

<b>STEP</b>	<b>2008-2009</b>	<b>2009-2010</b>	<b>2010-2011</b>
1	66,000	66,000	66,000
2	67,122	67,468	68,148
3	69,244	69,244	69,244
4	72,165	72,866	73,389
5	72,659	74,691	75,002
6	76,280	75,202	76,558
7	81,081	78,950	77,082
8	82,628	83,919	80,924
9	85,435	85,985	86,017
10	89,798	90,377	90,967
11	91,050	92,941	93,004
12	93,618	94,603	95,265
13	96,186	98,291	99,143
14	99,466	99,550	99,999
15	101,328	101,952	101,928
16	103,643	104,881	101,952
17	106,585	107,435	108,456
18	109,082	109,250	109,114
19	110,710	111,809	109,250
20	113,602	115,263	111,809
<b>PHD</b>	1,000	1,000	1,000
<b>CST CHAIRPERSON</b>	7,281	7,645	8,027

ARTICLE XVII  
MISCELLANEOUS PROVISIONS

A. Participation in Policy Making

The Association will be consulted and given an opportunity to participate in the development of policies and procedures relevant to the responsibilities of the employee.

B. Use of Automobile

Certificate of insurance shall be required for those employees of this contract at the start of each school year to be filed in the Superintendent's Office. If an employee can show through insurance company documentation that the use of his personal automobile for school business has increased his automobile insurance costs, the Board shall reimburse the employee the increased cost. Effective upon ratification, mileage related to an employee's duties will be paid at the New Jersey State rate in place when the mileage occurs.

C. Involuntary Reduction of Personnel

There shall be no reduction in staff, except for good cause (18A:28.9). In the event of reduction in staff, every attempt will be made to place this person(s) in a professional position with the district. No person outside of the district shall be employed in a position for which an individual who is affected by a reduction in staff is certified.

1. Any anticipated or planned reduction in force shall not be implemented or take effect without sixty (60) days prior notice to the Association. Following the notice, a meeting between the Board and the Association shall occur at least thirty (30) days prior to the effective date of such anticipated or planned reduction in force.
2. In the event of layoff, the employees shall be laid off in the inverse order of seniority of the employees in the department involved, consistent with Title 18:17-4.
  - a. Thirty (30) days notice of layoff shall be given to employees involved.
  - b. At least thirty (30) days before being laid off, an employee shall be informed of all vacancies in any other work locations for the purpose of giving him/her an opportunity, to be exercised within said thirty (30) days, to fill such vacancy.



D. Work Year

The Work Year shall be calculated for employees as follows:

365 days  
less 104 (weekend days)  
less 2 (July 4<sup>th</sup> and Labor Day)  
less 22 (vacation days)  
less X days of scheduled school closings according to the school calendar  
\_\_\_\_\_ TOTAL WORK DAYS

Said work year shall be established within thirty (30) days of the approved school calendar for the appropriate year.

E. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so, in writing, at the following addresses:

1. If by Association, to Board at:

BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY  
PRESIDENT, BOARD OF EDUCATION  
695 Woodlane Road  
Westampton, NJ 08060

1. If by the Board, to Association at:

BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY  
CHILD STUDY TEAM ASSOCIATION PRESIDENT  
695 Woodlane Road  
Westampton, NJ 08060

ARTICLE XVIII

LEGALITY OF AGREEMENT

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective secretaries.

By Burlington County Institute of Technology Child Study Team Association  
By Jan K. Beach Vice President  
By Robert Hargis Secretary  
Date 5/14/10

By Burlington County Institute of Technology Board of Education  
By John P. Resnik President  
By Paul A. White Secretary

## Attachment A

The Burlington County Institute of Technology and the Burlington County Institute of Technology Child Study Team Association have reached agreement to amend selected portions of Article XIV of the 2005 – 2008 Agreement.

1. Beginning with April 1, 2009, the Board will change both the health insurance carrier from Aetna and prescription coverage from Benecard to the State Employee Health Benefits Plan (SEHBP) to provide health and prescription insurance coverage to unit members of the Association,
2. Should the Board appoint a carrier other than the SEHBP to provide health insurance coverage to unit members of the Association, the standard of reference for determining delivery of “equal or better” shall be the SEHBP plan then in effect.
3. The standard shall apply to benefit levels, deductibles, coinsurance and out of pocket expenses and administration of the plan.
4. During the life of the current Agreement members will not be required to contribute to any medical plan offered by the carrier.
5. If a unit member incurs a loss in level of benefits and/or administration of benefits as defined above, due to reasons other than the employee selecting a plan of “lesser” benefits, then the Board shall:
  - a. Make the affected member financially whole;
  - b. Immediately seek from the State Health Benefits Plan (SEHBP) increases in the level of benefits and/or administration of the plan to meet the levels as defined above, but have been discovered to be less;
  - c. The Board will publish and distribute to unit members and the Association notification of the increases in the level of benefits and/or administration of the plan.
6. As part of the provision of paragraph 5 above, the employees shall cooperate with the Board in its pursuit of the employee’s claim.
7. The parties shall sign and keep separate copies of the Master Aetna US Healthcare Agreement in effect for the 2008-2009 school year as well as the Master Agreement for the new carrier, the State Employee Health Benefits Plan Document.

ATTACHMENT B  
BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY  
**BUY BACK OF MEDICAL & PRESCRIPTION BENEFITS**

1. Where an employee is eligible for the medical and/or prescription program and elects to take no such coverage for one year, the employee shall receive a payment in lieu of coverage. This payment (through payroll) will equal 50% of the premiums the district would have paid for the medical and prescription on behalf of the employee.
2. In successive years, forms will be distributed to all staff by May 1. The employee must return the form by May 30.
3. Any employee who elects not to take such insurance may re-enroll at the open enrollment period. Employees may, in certain circumstances, be allowed to re-enter the plan(s) at other times subject to carrier determination.
4. New employees can elect to waive such coverage. In that case, payment will be on or before December 30 and June 15, and shall be prorated for the number of months that the new employee would not be covered.
5. If an employee has waived such coverage he/she shall be paid 50% of what the medical and/or prescription premium would be on October 1, of the current year. The employee will receive two equal payments made on or before December 30 and June 15 annually. The initial "opt out" period will run from September 1 to August 31 and the prescription coverage "opt out" period will run from October 1 to September 30. The 50% shall be based upon the prescription rates on October 1 and the medical rates on September 1 of the current year.
6. If an employee has waived coverage and dies during the year, a payment shall be made to his/her estate on a prorated amount based upon the time elapsed in the premium year.

**NOTE: The above terms are offered in accordance  
with the formal Section 125 plan on file in the district's Business Office.**

**Proposed agreement between the Burlington County Institute of  
Technology Board of Education and the Burlington County  
Institute of Technology Child Study Team Association  
July 1, 2008 to June 30, 2011**

1. 08-09    3.5% salary increase for the six employees;  
              2.5% for the four employees.  
              (Retroactive to 7/1/08)
2. 09-10    3.5% salary increase for the six employees;  
              2.5% for the four employees.  
              (Retroactive to 7/1/09)
3. 10-11    2.5% salary increase for the six employees;  
              0% increase for the four employees.

All of the above proposed increases are inclusive of increments.

4. Article IX.A. Vacations - Change carry-over from 44 days to 32 days.

5. Article XIV. Insurance Protection - Remain same as under the teachers' contract.

6. Article XVII.B. Use of Automobile - Change mileage to State rate.

