

AGREEMENT
BETWEEN THE
ATLANTIC COUNTY SPECIAL SERVICES
EDUCATION ASSOCIATION
AND THE
ATLANTIC COUNTY SPECIAL SERVICES
BOARD OF EDUCATION
JULY 1, 2010
THROUGH
JUNE 30, 2013

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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. Units Recognized

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 units of full and part-time personnel.

All non-supervisory certificated personnel
All non-supervisory aides
Secretaries and clerks
Food Service workers
Custodians
Maintenance Workers
Therapy Assistants
Registered Nurses (non-school-nurse certified)
Transition Coordinator

B. Excluded Units

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

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. Negotiations

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

E. Negotiating Representatives

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. Resolving Problems

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. Entire Understanding

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 thereafter as is practicable.

3. Power to Resolve Grievance

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. Grievance Levels

Level One – Principal or Supervisor

- a. Informal – An employee with a grievance may first discuss it with his principal or 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 – School Business Administrator

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 School Business Administrator within seven (7) school days of receipt or the latest date when response was due. The School Business Administrator 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-tenured 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:

- (a) 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.
- (b) The arbitrator shall function in accordance with the rules and procedures of the New Jersey Public Employment Relations Commission.
- (c) 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.

- (d) 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. Right to Organize, Join and Support Association

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. Just Cause

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 acknowledgment. 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/Conferences

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.

H. Prior Notice

If any meeting could result in any type of disciplinary action against the employee, such employee shall be so advised prior to the meeting and have the right to have an Association representative accompany him to the meeting.

ARTICLE V
ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Public Information

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 rights 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. Association Business on School Property

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. Right to Use Meeting Facilities

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. Right to Use Inter-school Mail Facilities

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. Right to Use School Equipment

The Association shall have the right to use school facilities and equipment i.e., copy machines, all current technological equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost for all materials and supplies incident to such use. Requests for permission shall be made to the Superintendent by an authorized Association 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. After the tenth (10th) 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 twentieth (20th) occurrence, the rate will increase to forty five (\$45) per day. Such assignments shall be in accordance with the rules and regulations of the NJ Department of Education.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Any ten- (10) month employee actively employed prior to February 1st of any school year, or any twelve- (12) month employee actively employed prior to January 1st, 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.

C. Previous Sick Leave Accumulation

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

D. Assigned Duties

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

E. Notification

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

F. Black Seal License

The Board agrees to pay the full cost of the course and course materials for any custodial/maintenance employee to obtain a Black Seal License. As of July 1, 2008, all maintenance employees shall obtain a Black Seal License. Consideration for an extension of the date required to have a Black Seal License can be granted at the discretion of the Facilities Manager and Superintendent for reasons such as, but not limited to, illness, difficulty in passing the test, etc., on a case by case basis. Any custodial/maintenance employee who holds a valid Black Seal License shall receive additional compensation each year as follows:

Effective July 1, 2010	\$850.00
Effective July 1, 2011	\$900.00
Effective July 1, 2012	\$950.00

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 for the use of his own automobile at the state rate consistent with the NJ OMB circular.

H. Employee Travel

Employees required to travel from one site to another during the course of the work day shall be compensated for the use of his own automobile at the state rate consistent with the NJ OMB circular.

I. 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.

J. 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. Salary Schedules

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 15th and 30th 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 employee's 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:

<u>Rate Per Net Hour</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Teachers	\$36.00	\$36.00	\$36.00
Aides	\$18.00	\$18.00	\$18.00
PT/OT Assts.	\$25.00	\$25.00	\$25.00
Cafeteria Worker	\$18.00	\$18.00	\$18.00

(+\$1.00 for cook duties in 2010-2013)

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 1st, effective implementation January 1st.

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 – Stipend

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, 2010 through June 30, 2013 - \$4,000

E. Child Study Team Chairperson – Stipend

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

Effective September 1, 2010 through June 30, 2013 - \$4,000

F. Technological Support Staff

Any employee assigned to the position of technological support shall receive additional compensation at the summer hourly rate for all hours worked.

G. Nurse Coordinator

Any employee assigned to the position of nurse coordinator shall receive additional compensation each year as follows:

Effective September 1, 2010 through June 30, 2013 - \$4,000.00

H. Lead Custodian

Any employee assigned to the position of Lead Custodian shall receive additional compensation each year as follows:

Effective September 1, 2010 through June 30, 2013 - \$4,000.00

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 within 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 A.1 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 4th 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. Staff Development Days

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

D. Holidays – Maintenance/Custodial Employees

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. Vacation Schedule – 12 Month Employees

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 employmentten (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. Teachers, 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 be six (6) hours.

B. Professional Employees

Professional employees (teachers, therapists) 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 (4th) 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 1st through August 20th 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 normally scheduled work hours shall be compensated at one and one-half (1 ½) times their normal hourly rate for a minimum of two (2) hours pay or 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.

G. Black Seal License-Holders

In order to ensure the safe operation of the school facility, in the event that Maintenance staff who are Black Seal License-holders have been offered the opportunity and are unable to report to work or cannot be reached, the Superintendent shall seek other Black Seal License-holders to maintain the safety of the facility.

H. Meetings

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

ARTICLE XII

LEAVES

A. Sick Leave Definition

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. Sick Leave Entitlement

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. Lump Sum Payment

Upon retirement from the Atlantic County Special Services School District, in accordance with New Jersey State retirement provisions, the employee shall receive upon retirement a lump-sum payment for each accumulated sick leave day. The amount of payment is subject to a cap of 190 days.

Certified Staff	\$80.00
Therapy Assistants	\$63.00
Support Staff	\$58.00

The following additional provisions and restrictions must be complied with:

- 1 Sick leave payout is capped at \$15,000 for employees starting after May 21, 2010, pursuant to Chapter 3, P.L. 2010.
2. 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.)
3. Employees formerly employed by the Corbin City Board of Education shall no longer be compensated for sick leave with Savings Bonds.

4. Eligible employees must have at 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 ACSSSD, 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 ACSSSD shall be monetarily compensated.)
5. Employees of ACSSSD 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 ACSSSD.
6. The employee must notify the Superintendent, in writing, by January 1st of the pre-budget year of his/her intention to retire.

D. Family Leave

Family leave will be granted, without pay, to eligible employees covered by this Agreement in accordance with the federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA"), and the applicable regulations issued pursuant to these statutes.

E. Transfer of 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 ACSSSD earned sick leave has been exhausted. Transferred sick leave is not eligible for retirement provisions referenced in Section C above.

F. Differential Pay

Nothing herein precludes an employee from applying for differential pay in accordance with NJSA 18A:30-6, Prolonged Absence Beyond Sick Leave Period. When absence, under the circumstances described in NJSA 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.

G. Deposit of Lump Sum Payments

All lump sum payments for all employees shall be deposited in a "Special Pay Deferral Plan" as defined by the Internal Revenue Service (IRS) for an approved 403(b) tax deferred and or Tax Sheltered Annuity. Deposits/contributions shall be in accordance with IRS regulations and the rules of the plan provider. Each employee shall have the choice of provider from those currently enrolled in the district.

Tax liabilities for both the employee and the district shall be in accordance with IRS regulations.

This plan shall remain in effect for the duration of the Agreement and will continue to be governed by the regulations of the IRS.

ARTICLE XIII
TRANSFERS, ASSIGNMENTS, AND REASSIGNMENTS

A. Posting of Vacancies

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, Assignments and Reassignments

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.
3. Notification – Every effort will be made to notify staff of their tentative transfer or reassignment for the upcoming year at least fourteen (14) days prior to the transfer. However, this item shall not be grievable or arbitrable.

ARTICLE XIV
EMPLOYEE EVALUATION

A. Evaluation

It is mutually understood that evaluation is the measure of the overall performance of an employee, and formal observation is but one portion.

B. Evaluation Report

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. Observation of Non-tenured Teachers

In accordance with statute, each non-tenured teacher shall receive at least three (3) formal observations per school year.

D. Observation of Tenured Teachers

In accordance with statute, each tenured teacher shall receive at least one (1) formal observation per school year.

E. Evaluation of Other Employees

All other employees shall receive at least one (1) formal evaluation per school year.

F. Material from Employee File

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. Evaluations Done By Administration

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.

1. 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 employee's father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, or a member of the employee's 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 in Addition to Sick Leave

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

C. Other Leaves

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 a 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 1st of the initial child rearing leave, the Board may 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. Restoration of Benefits

Any employee on extended leaves of absence under any section of this Article shall have all benefits restored upon return to duty.

F. Requests in Writing

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) for 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. Number of Leaves Granted

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

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 TPAF or PERS 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. Documentation

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). Requests 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. Superintendent's Discretion

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. Report of Accomplishments

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. Salary During Sabbatical

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. Return from Sabbatical

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. Use of Force

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. Assault Upon an Employee

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 worker's compensation policy presently in effect at the time of the claimed injury.

C. Report of Assault

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to the 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 PROTECTION

A. Health Insurance and Prescription Drug Plan

The Board agrees to provide a family hospitalization plan equal to or better than the New Jersey School Employees' Health Benefits Program for all employees hired prior to May 22, 2010 and their dependents and who regularly work twenty (20) hours or more per week, and all employees hired after May 21, 2010 and their dependents and who regularly work twenty-five (25) hours or more per week.

The Board agrees to provide a prescription drug plan for all employees hired prior to May 22, 2010 and their dependents where appropriate and who regularly work twenty (20) hours or more per week, and all employees hired after May 21, 2010 and their dependents where appropriate and who regularly work twenty-five (25) hours or more per week. The co-pay shall be equal to or better than that of the New Jersey School Employees' Health Benefits Program.

Each employee covered by healthcare and/or prescription drug plans shall contribute by payroll deduction an amount equal to 1.5% of his/her annual pensionable salary by payroll deduction toward these coverages as required by Chapter 2, P.L. 2010.

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:

Co-insurance -	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. 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 of coverage.

D. Opt-Out Provision

If the New Jersey School Employees' Health Benefits Program allows the provision to Opt-Out, the district will offer this 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 25% or \$5,000.00, whichever is less, of the yearly premium related to health care and prescription drug plans after first deducting the amount of the 1.5% contribution. For other forms of coverage, the BOE shall compensate such employee 25% of the yearly premium cost for such coverages. Such payment shall be in the form of a stipend and shall be paid in two (2) equal installments, the first by December 15th and the second by June 30th 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, an 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. Membership Dues

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 NJSA 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 NJEA as may be determined by the Association by the fifteenth (15th) 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. Association Fees

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 NJEA 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. Application for Reimbursement

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 a minimum of fourteen (14) calendar days prior to the commencement of the course. No approvals will be given for classes that have already begun.

Effective with the signing of this Agreement, all new hires shall not be eligible for tuition reimbursement until completion of three (3) years of consecutive employment. i.e. anniversary date.

B. Submission of Grades

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. Qualification for Reimbursement

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. Amount of Reimbursement

An employee shall be reimbursed a maximum of \$2,200 per year subject to a maximum cap of \$35,000 per budget 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 scholarship, 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. Ineligible Courses

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

F. Right of Approval

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

ARTICLE XXV
PROFESSIONAL DEVELOPMENT

A. Purpose and Cost

Professional development days may be granted to each employee for the purpose of professional/technical improvement that may involve visiting other schools or attending seminars, workshops, or conferences of an educational/technical nature with prior approval of the employee's principal/supervisor, the Superintendent, and the Board of Education. These days may be used towards an employee's annual professional improvement or CEU obligation, if applicable. Costs for professional development days may not be reimbursed without prior Board approval.

B. Application and Approval Process

Employees who wish to attend professional/technical meetings, workshops, or conferences designed towards professional/technical improvement and the achievement of Professional Development Plan (PDP) goals shall follow the steps listed below:

1. The employee shall complete the Professional Development Activities Application for Approval form. The form must include the workshop/conference title, date/time and location, CEUs if applicable (including the institution awarding the CEUs), cost breakdown (registration, estimated mileage, tolls and parking), and how the experience relates to the employee's Professional Development Plan (PDP).¹ Forms must be submitted to the Supervisor at least 10 calendar days prior to the next regularly scheduled Board meeting.
2. The form will be submitted to the assigned Supervisor for his/her approval. Such approval is based on judgment of the value of the workshop/conference as compared to the employee's assignment and/or PDP goals.
3. The Supervisor shall forward the approved request to the Business Administrator and Superintendent. The Superintendent's approval or disapproval will be based on the value of the workshop/conference as compared to the employee's assignment and/or PDP goals, and may also be based upon cost/funding considerations. However, while ultimate

approval must be granted by the Board, disapproval is the sole prerogative of the Superintendent or designee(s).

4. Upon return from the workshop, the employee shall submit to the Business Administrator, a copy of the approval form and completed purchase order that includes proof of payment of workshop/conference registration fee, and indication of successful participation/completion for reimbursement.
5. Reimbursement shall be provided for the cost of registration for the workshop/conference, mileage, tolls and parking fees only.
6. Employees will not be reimbursed for Professional Development costs if, prior to receiving reimbursement, they voluntarily leave the district or are terminated for reasons other than a reduction in force or job elimination.
7. Each employee who participates is required to make a presentation to his/her colleagues on the course, seminar or workshop attended.

ARTICLE XXVI
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 prorated 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.

D. 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 gives 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 XXVII
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. No Discrimination

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.

F. Copies of Agreement

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.

G. Notice

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:

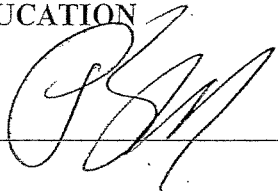
1. If by the Association, to the Board at the Board's office to the Secretary.
2. If by the Board, to the Association's President's school address, or home address during vacations.

ARTICLE XXVIII
DURATION OF AGREEMENT

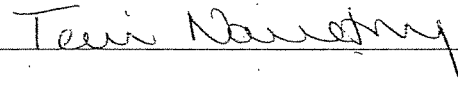
This AGREEMENT shall be effective on the date of signing and shall continue in effect until June 30, 2013 except that salary guide modifications, other monetary benefits or unless otherwise noted in this Agreement, shall be retroactive to July 1, 2010. This Agreement shall not be extended orally and it is expressly understood to expire on the date indicated.

IN WITNESS WHEREOF; the parties hereto this 29th Day of Sept., 2010 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.

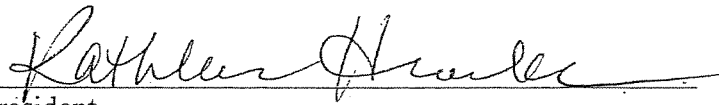
**ATLANTIC COUNTY SPECIAL SERVICES SCHOOL DISTRICT
BOARD OF EDUCATION**

By 
President

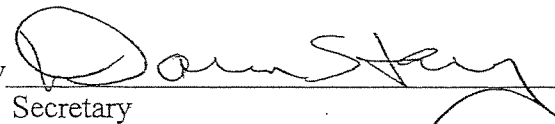
ATTEST:

By 
Secretary

ATLANTIC COUNTY SPECIAL SERVICES EDUCATION ASSOCIATION

By 
President

ATTEST:

By 
Secretary

APPENDIX A

SALARY GUIDES

2010-2013

APPENDIX A-1
TEACHER/THERAPISTS SALARY SCHEDULE
2010-2011

Step	BA
1	\$49,425
2	\$50,625
3	\$51,840
4	\$53,055
5	\$54,270
6	\$56,595
7	\$58,455
8	\$60,315
9	\$62,163
10	\$63,816
11	\$65,303
12	\$68,611
13	\$73,104
14	\$77,573

Step	BA +15
1	\$50,640
2	\$51,840
3	\$53,084
4	\$54,329
5	\$55,572
6	\$57,952
7	\$59,857
8	\$61,761
9	\$63,655
10	\$65,347
11	\$66,871
12	\$70,258
13	\$74,858
14	\$79,435

Step	BA +30
1	\$51,906
2	\$53,106
3	\$54,380
4	\$55,655
5	\$56,929
6	\$59,368
7	\$61,319
8	\$63,270
9	\$65,209
10	\$66,942
11	\$68,503
12	\$71,974
13	\$76,686
14	\$81,375

Step	MA
1	\$53,779
2	\$54,979
3	\$56,298
4	\$57,617
5	\$58,938
6	\$61,462
7	\$63,482
8	\$65,502
9	\$67,509
10	\$69,304
11	\$70,919
12	\$74,512
13	\$79,390
14	\$84,245

Step	MA +15
1	\$54,488
2	\$55,688
3	\$57,024
4	\$58,361
5	\$59,697
6	\$62,255
7	\$64,300
8	\$66,346
9	\$68,379
10	\$70,198
11	\$71,833
12	\$75,473
13	\$80,414
14	\$85,331

Step	MA +30
1	\$55,399
2	\$56,599
3	\$57,958
4	\$59,315
5	\$60,674
6	\$63,273
7	\$65,352
8	\$67,431
9	\$69,498
10	\$71,346
11	\$73,008
12	\$76,707
13	\$81,730
14	\$86,727

Step	MA +45
1	\$56,006
2	\$57,206
3	\$58,579
4	\$59,952
5	\$61,325
6	\$63,952
7	\$66,053
8	\$68,155
9	\$70,244
10	\$72,111
11	\$73,792
12	\$77,531
13	\$82,607
14	\$87,658

Step	MA +60
1	\$56,867
2	\$58,067
3	\$59,460
4	\$60,854
5	\$62,247
6	\$64,914
7	\$67,048
8	\$69,180
9	\$71,301
10	\$73,197
11	\$74,903
12	\$78,698
13	\$83,850
14	\$88,977

Longevity 2010-2011

Employees hired prior to July 1, 2010 shall have their base salaries adjusted to include the following longevity payments:

Beginning an employee's 16th year in the District:	\$650
Beginning an employee's 20th year in the District an additional:	\$1,400
Beginning an employee's 25th year in the District an additional:	\$1,800
Total:	\$3,850

Any employee hired after June 30, 2010 will not be eligible for longevity.

APPENDIX A-2
TEACHER/THERAPISTS SALARY SCHEDULE
2011-2012

Step	BA
1	\$50,181
2	\$51,381
3	\$52,581
4	\$53,814
5	\$55,046
6	\$57,404
7	\$59,291
8	\$61,177
9	\$63,052
10	\$64,728
11	\$66,237
12	\$69,592
13	\$74,149
14	\$78,683

Step	BA +15
1	\$51,443
2	\$52,643
3	\$53,843
4	\$55,106
5	\$56,367
6	\$58,781
7	\$60,713
8	\$62,645
9	\$64,565
10	\$66,281
11	\$67,827
12	\$71,263
13	\$75,929
14	\$80,571

Step	BA +30
1	\$52,758
2	\$53,958
3	\$55,158
4	\$56,451
5	\$57,743
6	\$60,217
7	\$62,196
8	\$64,175
9	\$66,142
10	\$67,900
11	\$69,482
12	\$73,003
13	\$77,782
14	\$82,538

Step	MA
1	\$54,703
2	\$55,903
3	\$57,103
4	\$58,441
5	\$59,780
6	\$62,341
7	\$64,390
8	\$66,438
9	\$68,475
10	\$70,295
11	\$71,933
12	\$75,577
13	\$80,525
14	\$85,450

Step	MA +15
1	\$55,439
2	\$56,639
3	\$57,839
4	\$59,195
5	\$60,551
6	\$63,145
7	\$65,219
8	\$67,295
9	\$69,357
10	\$71,201
11	\$72,860
12	\$76,552
13	\$81,564
14	\$86,551

Step	MA +30
1	\$56,386
2	\$57,586
3	\$58,786
4	\$60,163
5	\$61,542
6	\$64,178
7	\$66,286
8	\$68,396
9	\$70,492
10	\$72,366
11	\$74,052
12	\$77,804
13	\$82,899
14	\$87,967

Step	MA +45
1	\$57,017
2	\$58,217
3	\$59,417
4	\$60,809
5	\$62,202
6	\$64,866
7	\$66,998
8	\$69,130
9	\$71,249
10	\$73,142
11	\$74,847
12	\$78,640
13	\$83,788
14	\$88,912

Step	MA +60
1	\$57,910
2	\$59,110
3	\$60,310
4	\$61,725
5	\$63,138
6	\$65,843
7	\$68,007
8	\$70,169
9	\$72,321
10	\$74,243
11	\$75,974
12	\$79,823
13	\$85,049
14	\$90,249

Longevity 2011-2012

Employees hired prior to July 1, 2010 shall have their base salaries adjusted to include the following longevity payments:	
Beginning an employee's 16th year in the District:	\$650
Beginning an employee's 20th year in the District an additional:	\$1,400
Beginning an employee's 25th year in the District an additional:	\$1,800
Total:	\$3,850

Any employee hired after June 30, 2010 will not be eligible for longevity.

APPENDIX A-3
TEACHER/THERAPISTS SALARY SCHEDULE
2012-2013

Step	BA.
1	\$51,005
2	\$52,205
3	\$53,405
4	\$54,605
5	\$55,855
6	\$58,248
7	\$60,162
8	\$62,076
9	\$63,979
10	\$65,680
11	\$67,211
12	\$70,615
13	\$75,239
14	\$79,839

Step	BA +15
1	\$52,316
2	\$53,516
3	\$54,716
4	\$55,916
5	\$57,195
6	\$59,645
7	\$61,605
8	\$63,566
9	\$65,514
10	\$67,256
11	\$68,824
12	\$72,311
13	\$77,045
14	\$81,755

Step	BA +30
1	\$53,681
2	\$54,881
3	\$56,081
4	\$57,281
5	\$58,592
6	\$61,102
7	\$63,110
8	\$65,118
9	\$67,114
10	\$68,898
11	\$70,504
12	\$74,076
13	\$78,926
14	\$83,752

Step	MA
1	\$55,700
2	\$56,900
3	\$58,100
4	\$59,300
5	\$60,659
6	\$63,257
7	\$65,336
8	\$67,415
9	\$69,481
10	\$71,328
11	\$72,990
12	\$76,688
13	\$81,709
14	\$86,706

Step	MA +15
1	\$56,465
2	\$57,665
3	\$58,865
4	\$60,065
5	\$61,441
6	\$64,073
7	\$66,178
8	\$68,284
9	\$70,377
10	\$72,248
11	\$73,931
12	\$77,677
13	\$82,763
14	\$87,824

Step	MA +30
1	\$57,448
2	\$58,648
3	\$59,848
4	\$61,048
5	\$62,446
6	\$65,121
7	\$67,261
8	\$69,401
9	\$71,528
10	\$73,430
11	\$75,141
12	\$78,948
13	\$84,117
14	\$89,260

Step	MA +45
1	\$58,103
2	\$59,303
3	\$60,503
4	\$61,703
5	\$63,116
6	\$65,820
7	\$67,983
8	\$70,146
9	\$72,296
10	\$74,218
11	\$75,947
12	\$79,796
13	\$85,020
14	\$90,219

Step	MA +60
1	\$59,032
2	\$60,232
3	\$61,432
4	\$62,632
5	\$64,066
6	\$66,811
7	\$69,006
8	\$71,201
9	\$73,384
10	\$75,335
11	\$77,091
12	\$80,996
13	\$86,299
14	\$91,576

Longevity 2012-2013

Employees hired prior to July 1, 2010 shall have their base salaries adjusted to included the following longevity payments:	
Beginning an employee's 16th year in the District:	\$650
Beginning an employee's 20th year in the District an additional:	\$1,400
Beginning an employee's 25th year in the District an additional:	\$1,800
Total:	\$3,850

Any employee hired after June 30, 2010 will not be eligible for longevity.

APPENDIX B-1
THERAPY ASSISTANTS/TRANSITION COORDINATOR/REGISTERED
NURSE (NON SCHOOL NURSE CERTIFIED) SALARY SCHEDULE
2010-2011

Step	AA
1	\$41,825
2	\$42,029
3	\$42,234
4	\$42,540
5	\$42,846
6	\$43,152
7	\$43,459
8	\$43,765
9	\$44,099
10	\$45,973
11	\$47,848
12	\$49,722
13	\$51,598

Step	AA +30
1	\$42,642
2	\$42,846
3	\$43,050
4	\$43,357
5	\$43,663
6	\$43,969
7	\$44,275
8	\$44,582
9	\$44,916
10	\$46,790
11	\$48,664
12	\$50,539
13	\$52,415

Step	BA
1	\$43,459
2	\$43,663
3	\$43,867
4	\$44,173
5	\$44,480
6	\$44,786
7	\$45,092
8	\$45,398
9	\$45,732
10	\$47,607
11	\$49,481
12	\$51,355
13	\$53,232

Step	BA +30
1	\$44,275
2	\$44,480
3	\$44,684
4	\$44,990
5	\$45,296
6	\$45,603
7	\$45,909
8	\$46,215
9	\$46,549
10	\$48,423
11	\$50,298
12	\$52,172
13	\$54,048

Longevity 2010-2011

Employees hired prior to July 1, 2010 shall have their base salaries adjusted to include the following longevity payments:	
Beginning an employee's 15th year in the District:	\$475
Beginning an employee's 20th year in the District an additional:	\$700
Beginning an employee's 25th year in the District an additional:	\$1,125
Total:	\$2,300
Any employee hired after June 30, 2010 will not be eligible for longevity.	

APPENDIX B-2
THERAPY ASSISTANTS/TRANSITION COORDINATOR/REGISTERED
NURSE (NON SCHOOL NURSE CERTIFIED) SALARY SCHEDULE
2011-2012

Step	AA
1	\$43,051
2	\$43,261
3	\$43,471
4	\$43,786
5	\$44,102
6	\$44,417
7	\$44,732
8	\$45,047
9	\$45,391
10	\$47,320
11	\$49,249
12	\$51,179
13	\$53,110

Step	AA +30
1	\$43,891
2	\$44,102
3	\$44,312
4	\$44,627
5	\$44,942
6	\$45,257
7	\$45,573
8	\$45,888
9	\$46,232
10	\$48,161
11	\$50,090
12	\$52,019
13	\$53,951

Step	BA
1	\$44,732
2	\$44,942
3	\$45,152
4	\$45,468
5	\$45,783
6	\$46,098
7	\$46,413
8	\$46,729
9	\$47,072
10	\$49,001
11	\$50,931
12	\$52,860
13	\$54,791

Step	BA +30
1	\$45,573
2	\$45,783
3	\$45,993
4	\$46,308
5	\$46,623
6	\$46,939
7	\$47,254
8	\$47,569
9	\$47,913
10	\$49,842
11	\$51,771
12	\$53,701
13	\$55,632

Longevity 2011-2012

Employees hired prior to July 1, 2010 shall have their base salaries adjusted to included the following longevity payments:	
Beginning an employee's 15th year in the District:	\$475
Beginning an employee's 20th year in the District an additional:	\$700
Beginning an employee's 25th year in the District an additional:	\$1,125
Total:	\$2,300

Any employee hired after June 30, 2010 will not be eligible for longevity.

APPENDIX B-3
THERAPY ASSISTANTS/TRANSITION COORDINATOR/REGISTERED
NURSE (NON SCHOOL NURSE CERTIFIED) SALARY SCHEDULE
2012-2013

Step	BA
1	\$44,161
2	\$44,377
3	\$44,593
4	\$44,916
5	\$45,239
6	\$45,563
7	\$45,886
8	\$46,209
9	\$46,562
10	\$48,541
11	\$50,520
12	\$52,499
13	\$54,480

Step	BA +15
1	\$45,024
2	\$45,239
3	\$45,455
4	\$45,778
5	\$46,102
6	\$46,425
7	\$46,748
8	\$47,072
9	\$47,424
10	\$49,403
11	\$51,382
12	\$53,362
13	\$55,343

Step	BA +30
1	\$45,886
2	\$46,102
3	\$46,317
4	\$46,641
5	\$46,964
6	\$47,287
7	\$47,611
8	\$47,934
9	\$48,287
10	\$50,266
11	\$52,245
12	\$54,224
13	\$56,205

Step	MA
1	\$46,748
2	\$46,964
3	\$47,180
4	\$47,503
5	\$47,826
6	\$48,150
7	\$48,473
8	\$48,797
9	\$49,149
10	\$51,128
11	\$53,107
12	\$55,086
13	\$57,067

Longevity 2012-2013

Employees hired prior to July 1, 2010 shall have their base salaries adjusted to included the following longevity payments:	
Beginning an employee's 15th year in the District:	\$475
Beginning an employee's 20th year in the District an additional:	\$700
Beginning an employee's 25th year in the District an additional:	\$1,125
Total:	\$2,300
Any employee hired after June 30, 2010 will not be eligible for longevity.	

**APPENDIX C-1
AIDES SALARY SCHEDULE
2010-2011**

Step	Less than 60 credits
1	\$21,347
2	\$21,549
3	\$21,752
4	\$21,955
5	\$22,218
6	\$22,482
7	\$22,746
8	\$23,234
9	\$23,722
10	\$24,212
11	\$25,230
12	\$27,299
13	\$30,137
14	\$33,116

Step	More than 60 credits
1	\$22,158
2	\$22,360
3	\$22,563
4	\$22,766
5	\$23,029
6	\$23,293
7	\$23,557
8	\$24,045
9	\$24,533
10	\$25,023
11	\$26,041
12	\$28,110
13	\$30,948
14	\$33,928

Step	More than 90 credits
1	\$22,969
2	\$23,171
3	\$23,374
4	\$23,577
5	\$23,841
6	\$24,104
7	\$24,368
8	\$24,856
9	\$25,344
10	\$25,834
11	\$26,853
12	\$28,921
13	\$31,759
14	\$34,740

Step	Bachelor's Degree
1	\$23,780
2	\$23,982
3	\$24,185
4	\$24,388
5	\$24,652
6	\$24,915
7	\$25,179
8	\$25,667
9	\$26,155
10	\$26,645
11	\$27,664
12	\$29,732
13	\$32,570
14	\$35,552

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

Longevity 2010-2011

Employees hired prior to July 1, 2010 shall have their base salaries adjusted to included the following longevity payments:

Beginning an employee's 16th year in the District:	\$475
Beginning an employee's 20th year in the District an additional:	\$700
Beginning an employee's 25th year in the District an additional:	\$1,125
Total:	\$2,300

Any employee hired after June 30, 2010 will not be eligible for longevity.

**APPENDIX C-2
AIDES SALARY SCHEDULE
2011-2012**

Step	Less than 60 credits
1	\$21,592
2	\$21,797
3	\$22,002
4	\$22,207
5	\$22,474
6	\$22,741
7	\$23,007
8	\$23,501
9	\$23,995
10	\$24,490
11	\$25,521
12	\$27,613
13	\$30,484
14	\$33,497

Step	More than 60 credits
1	\$22,412
2	\$22,618
3	\$22,823
4	\$23,028
5	\$23,294
6	\$23,561
7	\$23,828
8	\$24,322
9	\$24,815
10	\$25,310
11	\$26,341
12	\$28,433
13	\$31,304
14	\$34,319

Step	More than 90 credits
1	\$23,233
2	\$23,438
3	\$23,643
4	\$23,848
5	\$24,115
6	\$24,381
7	\$24,648
8	\$25,142
9	\$25,635
10	\$26,131
11	\$27,161
12	\$29,253
13	\$32,125
14	\$35,140

Step	Bachelor's Degree
1	\$24,053
2	\$24,258
3	\$24,463
4	\$24,668
5	\$24,935
6	\$25,202
7	\$25,468
8	\$25,963
9	\$26,456
10	\$26,951
11	\$27,982
12	\$30,074
13	\$32,945
14	\$35,961

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

Longevity 2011-2012

Employees hired prior to July 1, 2010 shall have their base salaries adjusted to included the following longevity payments:

Beginning an employee's 16th year in the District:	\$475
Beginning an employee's 20th year in the District an additional:	\$700
Beginning an employee's 25th year in the District an additional:	\$1,125
Total:	\$2,300

Any employee hired after June 30, 2010 will not be eligible for longevity.

**APPENDIX C-3
AIDES SALARY SCHEDULE
2012-2013**

Step	Less than 60 credits
1	\$21,834
2	\$22,034
3	\$22,234
4	\$22,434
5	\$22,703
6	\$22,973
7	\$23,242
8	\$23,741
9	\$24,239
10	\$24,740
11	\$25,781
12	\$27,894
13	\$30,795
14	\$33,839

Step	More than 60 credits
1	\$22,663
2	\$22,863
3	\$23,063
4	\$23,263
5	\$23,532
6	\$23,801
7	\$24,071
8	\$24,570
9	\$25,068
10	\$25,569
11	\$26,610
12	\$28,723
13	\$31,623
14	\$34,669

Step	More than 90 credits
1	\$23,491
2	\$23,691
3	\$23,891
4	\$24,091
5	\$24,361
6	\$24,630
7	\$24,899
8	\$25,399
9	\$25,897
10	\$26,397
11	\$27,438
12	\$29,552
13	\$32,452
14	\$35,498

Step	Bachelor's Degree
1	\$24,320
2	\$24,520
3	\$24,720
4	\$24,920
5	\$25,189
6	\$25,459
7	\$25,728
8	\$26,227
9	\$26,726
10	\$27,226
11	\$28,267
12	\$30,380
13	\$33,281
14	\$36,328

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

Longevity 2012-2013

Employees hired prior to July 1, 2010 shall have their base salaries adjusted to included the following longevity payments:

Beginning an employee's 16th year in the District:	\$475
Beginning an employee's 20th year in the District an additional:	\$700
Beginning an employee's 25th year in the District an additional:	\$1,125
Total:	\$2,300

Any employee hired after June 30, 2010 will not be eligible for longevity.

APPENDIX D-1
SECRETARIES SALARY SCHEDULE
2010-2013

Step	2010-2011	2011-2012	2012-2013
1	\$40,042	\$41,223	\$42,398
2	\$40,560	\$41,756	\$42,946
3	\$41,078	\$42,290	\$43,495
4	\$41,596	\$42,823	\$44,044
5	\$42,114	\$43,357	\$44,592
6	\$42,632	\$43,890	\$45,141
7	\$43,150	\$44,423	\$45,690
8	\$43,669	\$44,957	\$46,238
9	\$44,187	\$45,490	\$46,787
10	\$44,705	\$46,024	\$47,335
11	\$45,223	\$46,557	\$47,884
12	\$45,741	\$47,091	\$48,433
13	\$46,259	\$47,624	\$48,981
OG1	\$46,602		

Longevity 2010-2013

Employees hired prior to July 1, 2010 shall have their base salaries adjusted to included the following longevity payments:	
Beginning an employee's 15th year in the District:	\$475
Beginning an employee's 20th year in the District an additional:	\$700
Beginning an employee's 25th year in the District an additional:	\$1,125
Total:	\$2,300
Any employee hired after June 30, 2010 will not be eligible for longevity.	

**APPENDIX E-1
CUSTODIAN SALARY SCHEDULE
2010-2013**

Step	2010-2011	2011-2012	2012-2013
1	\$27,520	\$27,817	\$28,050
2	\$27,722	\$28,022	\$28,257
3	\$27,925	\$28,226	\$28,463
4	\$28,127	\$28,431	\$28,670
5	\$28,819	\$29,131	\$29,375
6	\$29,511	\$29,830	\$30,081
7	\$30,203	\$30,530	\$30,786
8	\$30,896	\$31,229	\$31,492
9	\$31,588	\$31,929	\$32,197
10	\$32,282	\$32,630	\$32,904
11	\$34,228	\$34,598	\$34,888
12	\$36,239	\$36,630	\$36,938

Longevity 2010-2013

Employees hired prior to July 1, 2010 shall have their base salaries adjusted to include the following longevity payments:

Beginning an employee's 14th year in the District:	\$475
Beginning an employee's 19th year in the District an additional:	\$700
Beginning an employee's 25th year in the District an additional:	\$1,125
Total:	\$2,300

Any employee hired after June 30, 2010 will not be eligible for longevity.

APPENDIX F-1
MAINTENANCE SALARY SCHEDULE
2010-2013

Step	2010-2011	2011-2012	2012-2013
1	\$36,277	\$36,668	\$36,976
2	\$36,479	\$36,873	\$37,183
3	\$36,682	\$37,078	\$37,390
4	\$36,885	\$37,283	\$37,596
5	\$37,168	\$37,570	\$37,885
6	\$37,723	\$38,131	\$38,451
7	\$39,147	\$39,570	\$39,902
8	\$40,571	\$41,009	\$41,353
9	\$41,994	\$42,448	\$42,804
10	\$43,418	\$43,887	\$44,255
11	\$44,841	\$45,325	\$45,706
12	\$46,348	\$46,849	\$47,242

Longevity 2010-2013

Employees hired prior to July 1, 2010 shall have their base salaries adjusted to included the following longevity payments:	\$475
Beginning an employee's 14th year in the District:	\$700
Beginning an employee's 19th year in the District an additional:	\$1,125
Beginning an employee's 25th year in the District an additional:	\$2,300
Total:	\$2,300

Any employee hired after June 30, 2010 will not be eligible for longevity.

APPENDIX G-1
FOOD SERVICE PERSONNEL SALARY SCHEDULE
2010-2013

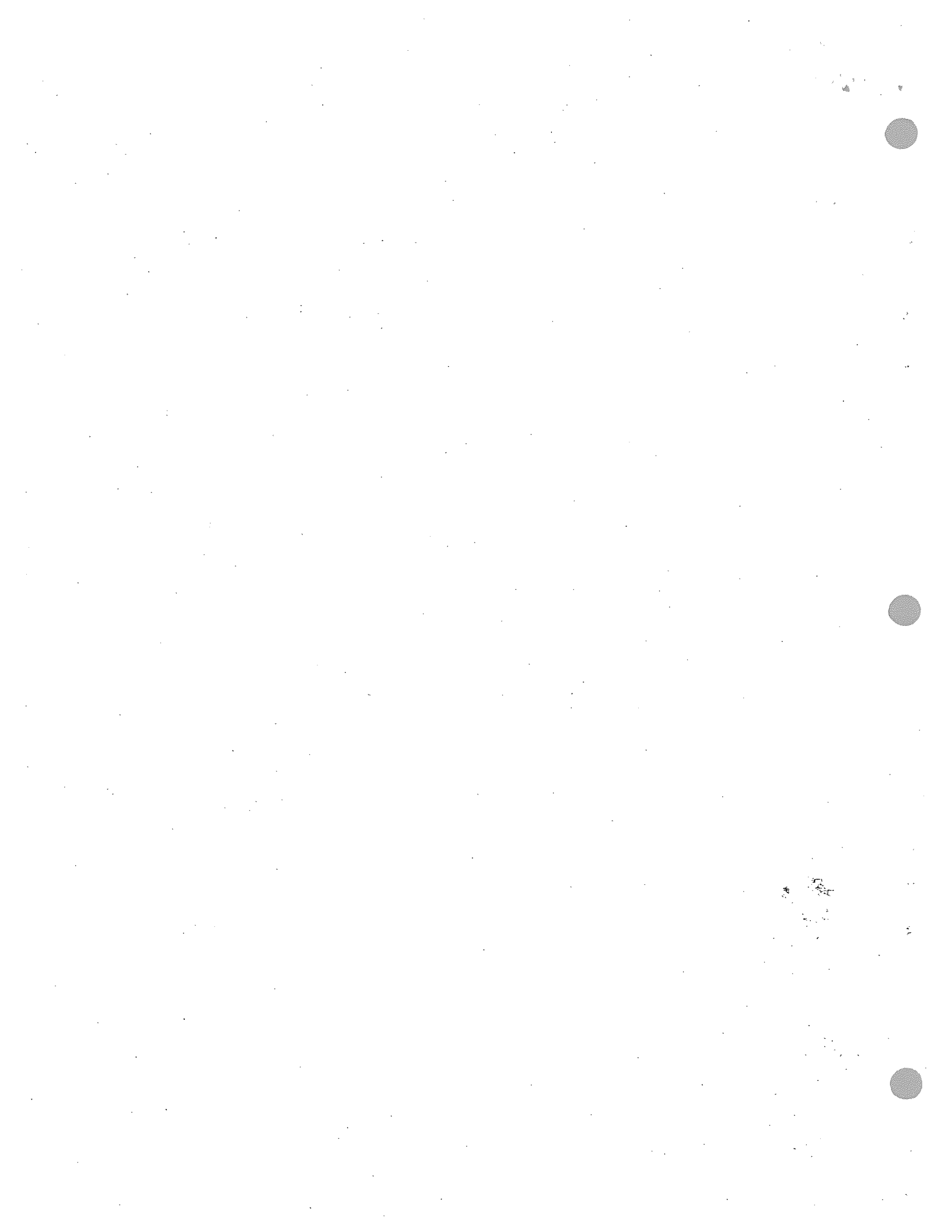
Year/ Ranges	2010-2011 Hourly Rate	2011-2012 Hourly Rate	2012-2013 Hourly Rate
1	\$12.75	\$12.85	\$13.00
2	\$12.90	\$12.95	\$13.15
3	\$12.90	\$13.00	\$13.30
4	\$12.90	\$13.00	\$13.50
5	\$13.90	\$13.00	\$13.50
6-8 Years	\$13.90	\$14.00	\$14.15
9-11 years	\$15.10	\$15.50	\$15.60
12-14 Years	\$15.10	\$17.00	\$17.10
15 Years	\$21.25	\$21.30	\$21.35

Note: Each Cook shall receive an additional \$1.00 per hour to their hourly rate 2010-2013

Longevity 2010-2013
 Employees hired prior to July 1, 2010 shall have their base salaries adjusted to included the following longevity payments:

Beginning an employee's 17th year in the District:	\$475
Beginning an employee's 20th year in the District an additional:	\$700
Beginning an employee's 25th year in the District an additional:	\$1,125
Total:	\$2,300

Any employee hired after June 30, 2010 will not be eligible for longevity.



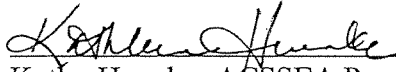
Atlantic County Special Services School District

Sidebar Agreement

This Sidebar Agreement ("Agreement") is entered into between the Atlantic County Special Services School District ("ACSSSD") and the Atlantic County Special Services Education Association ("Association") to clarify and memorialize the current practice of overtime for employees serving as substitute bus aides, LPN bus aides, substitute LPN bus aides, substitute maintenance or substitute custodial staff. The parties agree to the following understanding:

The language and implementation of Article XI Section (D) of the Agreement between the parties is clarified to mean the following:

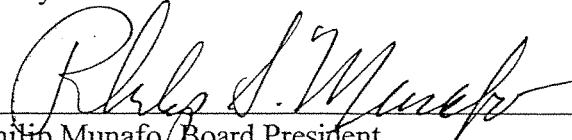
Any Aide serving as a substitute bus aide, LPN bus aides, substitute LPN bus aide, substitute maintenance or substitute custodian eligible for overtime will be paid at the overtime rate for the position in which the overtime occurs.



Kathy Huenke, ACSSEA President

11/8/11

Date



Philip Munafò, Board President

11/24/11

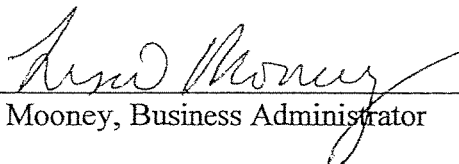
Date



Lizabeth Buoro, Superintendent

11/8/11

Date



Lisa Mooney, Business Administrator

11/8/11

Date

